

City Council Meeting Agenda



FEBRUARY 8, 2022

6:00 p.m.

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

Mayor
Amy Bublak

Council Members

**Nicole Larson
Andrew Nosrati**

**Rebecka Monez
Pam Franco**
Vice Mayor

Interim City Manager
Sarah Tamey Eddy
Interim City Clerk
Kellie E. Weaver
City Attorney
George A. Petrulakis

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

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

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

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item. Members of the public will be allowed five (5) minutes for comments.

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

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:

1. Proclamations
2. Ad Hoc Committee on Unsheltered Homeless/Update

4. PUBLIC PARTICIPATION

Pursuant to California Government Code Section 54954.3(a), this is the time set aside for members of the public to directly address the City Council on any item of interest to the public that is within the subject matter jurisdiction of the City Council and to address the Council on any item on tonight's agenda, including Consent Calendar items. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

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

5. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE**6. CONSENT CALENDAR:**

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

- A. Resolution: Accepting Weekly Demands of 1/14/22 in the amount of \$1,295,964.84; Weekly Demands of 1/21/22 in the amount of \$2,816,199.91; Monthly Demands of 10/31/21 in the amount of \$9,521,486.28
- B. Motion: Accepting Minutes of the Regular Meeting of January 25, 2022; Minutes of the Special City Council Meeting of January 25, 2022
- C. Motion: Approving the advertisement for construction bids for City Project No. 20-002 "Southwest Quadrant Road Rehabilitation"
- D. Motion: Approving the advertisement for construction bids for City Project No. 20-031 "Hedstrom Road Rehabilitation"
- E. Motion: Approving the advertisement for construction bids for City Project No. 21-018 "Lander Avenue Rehabilitation between D St. and SR-99"
- F. Motion: Approving Amendment No. 1 to Agreement No. 2022-0001 between the City of Turlock and Citizen Communications, LLC dba Recyclist (Recyclist) for Solid Waste Compliance Program Tracking to include modifications within the attached Addendum as agreed upon between the City and Recyclist and in a form approved by the City Attorney
- G. Resolution: Accepting an allocation of funds, authorizing the execution of a grant agreement and commitments necessary to administer the Federal FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) from the United States Department of Justice, Office of Criminal Justice Programs, in the amount of \$32,388, and appropriating said funds to account number 266-20-255-341.35720_011 "Revenue JAG Grant 15PBJA-21-GG-01259-JAGX" and account number 266-20-255-341.51107_011 "JAG Expenses 15PBJA-21-GG-01259-JAGX" in Fund 266 "Police Services Grants"

-
- H. **Resolution:** Reaffirming the Proclamation of a Local Emergency by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services) in Response to a continuing Unsheltered Homeless Crisis (UHC) within the City of Turlock and Confirming Rules and Regulations No. 1 Made and Issued by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services)

7. **FINAL READINGS:** None

8. **PUBLIC HEARINGS:**

- A. Request to accept the results of the Proposition 218 process for the consideration of increasing the monthly solid waste fees/charges effective April 1, 2022 AND amend Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 01 titled Garbage, Rubbish, and Organic Refuse to implement updated fees/charges for property related to solid waste services. (*Madden*)

Recommended Action:

Motion: Accepting the results of the Proposition 218 process for the consideration of increasing the monthly solid waste fees/charges effective April 1, 2022

Ordinance: Amending Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 01 titled Garbage, Rubbish, and Organic Refuse to implement updated fees/charges for property related to solid waste services

9. **ACTION ITEMS:**

- A. Request to appoint Reagan M. Wilson to the position of City Manager effective February 9, 2022, and approving an Employment Agreement. (*Eddy*)

Recommended Action:

Resolution: Appointing Reagan M. Wilson as the City of Turlock City Manager, effective February 9, 2022, and approving the related employment agreement

- B. Request to name the new park in the Legends 3 subdivision, "John Lazar Park" on behalf of former Mayor John Lazar in recognition of his contributions to the Turlock community. (*Mayor Bublak*)

Recommended Action:

Resolution: In the matter of naming the new park in the Legends 3 subdivision, "John Lazar Park" on behalf of former Mayor John Lazar in recognition of his contributions to the Turlock community

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.

None

11. COUNCIL ITEMS FOR FUTURE CONSIDERATION

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

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

Claimant: James and Cynthia Zontek

Agency Claimed Against: City of Turlock

14. REPORTS FROM CLOSED SESSION

15. ADJOURNMENT

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
WEEKLY DEMANDS OF 1/14/22 IN THE }
AMOUNT OF \$1,295,964.84; WEEKLY }
DEMANDS OF 1/21/22 IN THE AMOUNT }
OF \$2,816,199.91; MONTHLY DEMANDS OF }
10/31/21 IN THE AMOUNT OF \$9,521,486.28 }
_____ }

RESOLUTION NO. 2022-

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

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

Demands of:	In the Amount of:
1/14/22	\$1,295,964.84
1/21/22	\$2,816,199.91
10/31/21	\$9,521,486.28

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of February, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Lisa Schimmelfennig, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California

Payment Register

From Payment Date: 1/14/2022 - To Payment Date: 1/20/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
132605	01/20/2022	Open			Accounts Payable	AIRGAS NCN	\$1,176.51		
	Invoice		Date	Description		Amount			
	9985457157		01/03/2022	CYLINDER RENTAL INVOICE		\$41.69			
	9985458838		01/03/2022	CYLINDER RENTAL INVOICE		\$1,134.82			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,176.51			
132606	01/20/2022	Open			Accounts Payable	American Paving Co.	\$15,682.13		
	Invoice		Date	Description		Amount			
	PP4/CP18-53		01/13/2022	18-53 Intersection Improve @ Monte Vista & Fosberg 12/1-12/21/21		\$15,682.13			
	Paying Fund			Cash Account		Amount			
	215 - Streets - Grant Funded Projects			215.11000 (Cash)		\$15,682.13			
132607	01/20/2022	Open			Accounts Payable	ASSOC RIGHT OF WAY SERV	\$742.50		
	Invoice		Date	Description		Amount			
	000000019961		01/06/2022	SR02, 14-44 Inter Improvements at W Main & Tegner - Dec 2021		\$742.50			
	Paying Fund			Cash Account		Amount			
	215 - Streets - Grant Funded Projects			215.11000 (Cash)		\$742.50			
132608	01/20/2022	Open			Accounts Payable	ASSOCIATION OF CALIFORNIA WATER AGENCIES	\$4,180.00		
	Invoice		Date	Description		Amount			
	2022 Annual Dues		01/05/2022	SRWA - 2022 Agency dues		\$4,180.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA			950.11000 (Cash)		\$4,180.00			
132609	01/20/2022	Open			Accounts Payable	AT&T MOBILITY	\$189.06		
	Invoice		Date	Description		Amount			
	7897X11272021		01/05/2022	WIRELESS CHARGES FOR FIRE IPADS - NOV 2021		\$189.06			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$189.06			
132610	01/20/2022	Open			Accounts Payable	BARTKIEWICZ KRONICK & SHANAHAN	\$3,300.00		
	Invoice		Date	Description		Amount			
	11-30-2021		01/05/2022	SRWA - Legal Services for 2021-22 for Nov 2021		\$3,300.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA			950.11000 (Cash)		\$3,300.00			
132611	01/20/2022	Open			Accounts Payable	BAY CITY BOILER AND ENGINEERING CO., INC.	\$3,882.24		
	Invoice		Date	Description		Amount			
	W16473		01/13/2022	Boiler Services		\$3,882.24			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,882.24			
132612	01/20/2022	Open			Accounts Payable	BSK & ASSOCIATES	\$7,698.00		
	Invoice		Date	Description		Amount			
	0097015		01/06/2022	SR01, 20-009 Well No. 38 Arsenic Mitigation & ICF Treat -Nov2021		\$3,912.50			

Payment Register

From Payment Date: 1/14/2022 - To Payment Date: 1/20/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	0096661		01/06/2022		SR01, 20-009 Well 38 Arsenic Mitigation & ICF Treatment 10/31/21		\$3,785.50		
					Cash Account		Amount		
					420 - WATER		\$7,698.00		
132613	01/20/2022	Open			Accounts Payable	CAROLLO ENGINEERS	\$3,085.50		
					Invoice		Amount		
	FB17429		01/06/2022		15-39D SECONDARY CLARIFIER 5 & DENITRI CONST MGMT thru 11/30/21		\$3,085.50		
					Cash Account		Amount		
					413 - WQC-Capital Expansion Reserve		\$3,085.50		
132614	01/20/2022	Open			Accounts Payable	CITY OF TURLOCK - CASH	\$290.37		
					Invoice		Amount		
	01-18-22 REPLEN		01/18/2022		FIN AR-REPLENISH PETTY CASH-01-18-22		\$290.37		
					Cash Account		Amount		
					110 - General Fund		\$120.20		
					206 - Traffic Safety		\$90.67		
					266 - Police Services Grants		\$68.02		
					502 - Engineering		\$11.48		
132615	01/20/2022	Open			Accounts Payable	CITYGATE ASSOCIATES LLC	\$28,283.65		
					Invoice		Amount		
	30769		01/05/2022		FIRE SERVICES MASTER PLAN - DECEMBER		\$9,240.00		
	30746		01/05/2022		FIRE SERVICES MASTER PLAN - NOVEMBER		\$19,043.65		
					Cash Account		Amount		
					110 - General Fund		\$28,283.65		
132616	01/20/2022	Open			Accounts Payable	COPWARE INC	\$1,105.00		
					Invoice		Amount		
	85866		01/10/2022		LEGAL SOURCEBOOK - MARCH 2022- FEB 2023		\$1,105.00		
					Cash Account		Amount		
					110 - General Fund		\$1,105.00		
132617	01/20/2022	Open			Accounts Payable	COVID CLINIC INC	\$3,960.00		
					Invoice		Amount		
	01A99479-0011		01/05/2022		POLICE - 10 RAPID TEST VOUCHERS SENT 1/5/22		\$990.00		
	01A99479-0010		01/05/2022		POLICE - 10 RAPID TEST VOUCHERS SENT 12/9/21		\$990.00		
	01A99479-0012		01/12/2022		20 RAPID TESTS - POLICE		\$1,980.00		
					Cash Account		Amount		
					110 - General Fund		\$3,960.00		
132618	01/20/2022	Open			Accounts Payable	CRAIG SAFETY GROUP	\$1,656.25		
					Invoice		Amount		
	21921		01/03/2022		LOTO Development 12/6 - 12/16/2021		\$1,656.25		
					Cash Account		Amount		
					410 - WATER QUALITY CONTROL (WQC)		\$1,656.25		
132619	01/20/2022	Open			Accounts Payable	CULLIGAN INC	\$355.00		
					Invoice		Amount		
	12/31/2021		01/03/2022		ACCT # 180900 DE-IONIZED WATER FOR WQC LAB - JAN 2022		\$355.00		
					Cash Account		Amount		
					420 - WATER		\$355.00		

Payment Register

From Payment Date: 1/14/2022 - To Payment Date: 1/20/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132620	01/20/2022	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$357.92		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0000042342		01/10/2022		AC REPLACE LEVER DECODE BEST KEY- GENERATE NEW CONTROL KEY		\$357.92		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$357.92		
132621	01/20/2022	Open			Accounts Payable	DIVISION OF THE STATE ARCHITECT	\$179.60		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	10/1/21-12/31/21		01/18/2022		4th Qtr 2021 Disability Access Fee		\$179.60		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	301 - Capital Improvements				301.11000 (Cash)		\$179.60		
132622	01/20/2022	Open			Accounts Payable	DOCUSCRIPT, LLC	\$1,241.31		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1793		01/10/2022		DECEMBER 2021 TRANSCRIPTION		\$1,241.31		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,241.31		
132623	01/20/2022	Open			Accounts Payable	DYETT & BHATIA URBAN	\$24,500.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	21-580-01		01/05/2022		PROF SERV FOR LEAP & SB2 THRU AUG 31, 2021		\$24,500.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	271 - Development Services Grants				271.11000 (Cash)		\$24,500.00		
132624	01/20/2022	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$154.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	S5415646.004		01/12/2022		Credit from inv #S5415646.002		(\$130.82)		
	S5433686.001		01/12/2022		Parts for truck #625		\$284.82		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$154.00		
132625	01/20/2022	Open			Accounts Payable	EQUIFAX	\$72.79		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	6649698		01/07/2022		EQUIFAX-CREDIT CHECK SERVICES		\$10.00		
	6627691		01/10/2022		PRE-EMPLOYMENT SCREENING		\$53.13		
	6589088		01/10/2022		BACKGROUND CHECKS		\$9.66		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$62.79		
	255 - CDBG				255.11000 (Cash)		\$10.00		
132626	01/20/2022	Open			Accounts Payable	FasTrak SoftWorks, Inc.	\$1,450.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	26499		01/12/2022		PLC WorkShop Suite for Modicon Maint Agreement		\$1,450.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,450.00		
132627	01/20/2022	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$83.19		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	7637355		01/03/2022		Buffers		\$60.57		
	7003504		01/03/2022		TEKK Cylinder Base		\$22.62		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		

Payment Register

From Payment Date: 1/14/2022 - To Payment Date: 1/20/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$83.19		
132628	01/20/2022	Open			Accounts Payable	FRANK A. OLSEN COMPANY / ALL WEST EQUIPMENT CO	\$4,384.70		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	248017		01/12/2022		6" DeZurik Model PEC Eccentric Plug Valve Cast Iron		\$4,384.70		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$4,384.70		
132629	01/20/2022	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$4,159.30		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	H1L0718		01/03/2022		Quarterly Wastewater Samples		\$54.50		
	H1J0507		01/03/2022		Annual Priority Pollutants		\$1,765.64		
	H1L0206		01/03/2022		Wastewater Monthly		\$677.64		
	H1L0701		01/03/2022		Monthly Lab Dilution Water		\$38.15		
	H1L0602		01/03/2022		Well 31		\$98.42		
	H1L0603		01/03/2022		Nitrate as N & EDT Reporting		\$30.95		
	H1K2212		01/03/2022		Downtown PCE Remediation		\$1,494.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$2,535.93		
			420 - WATER	420.11000 (Cash)			\$1,623.37		
132630	01/20/2022	Open			Accounts Payable	GRAINGER INC, W W	\$2,055.37		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	9134340257		01/12/2022		Digester Lid Seal		\$209.85		
	9141377946		01/12/2022		Impact Wrench, Impact skt St Steel		\$643.44		
	9169191229		01/12/2022		Vacuum Breaker, Vacuum Breaker Repair Kit		\$61.85		
	9146982989		01/12/2022		PVC Ball Valve		\$1,140.23		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$2,055.37		
132631	01/20/2022	Open			Accounts Payable	Granberg & Associates	\$18,125.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	43		01/05/2022		SRWA Contract General Manager for 2021-22 for Nov 2021		\$18,125.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
			950 - SRWA	950.11000 (Cash)			\$18,125.00		
132632	01/20/2022	Open			Accounts Payable	GREEN HORIZON INC	\$120.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	32930		01/07/2022		1205 LAMBERT WAY - JAN 2022		\$120.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
			256 - Stanislaus Housing Consortium	256.11000 (Cash)			\$120.00		
132633	01/20/2022	Open			Accounts Payable	HACH COMPANY	\$1,126.59		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	12806653		01/03/2022		Sun Shield w Hardware		\$2,431.08		
	2194998		01/03/2022		CREDIT MEMO		(\$1,184.02)		
	2195001		01/03/2022		Credit for Damaged Item		(\$120.47)		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$1,126.59		

Payment Register

From Payment Date: 1/14/2022 - To Payment Date: 1/20/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132634	01/20/2022	Open			Accounts Payable	Hawk Analytics, Inc	\$2,495.00		
	Invoice		Date	Description		Amount			
	INV25008		01/13/2022	CELLHAWK 2/14/22-2/13/23		\$2,495.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,495.00			
132635	01/20/2022	Open			Accounts Payable	HD SUPPLY FACILITIES MAINTENANCE LTD	\$718.97		
	Invoice		Date	Description		Amount			
	819583		01/03/2022	Boric Acid		\$79.21			
	828196		01/03/2022	Plastic Ampules		\$639.76			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$718.97			
132636	01/20/2022	Open			Accounts Payable	HILMAR LUMBER INC	\$1,410.68		
	Invoice		Date	Description		Amount			
	506435		01/03/2022	Tools		\$37.60			
	516730		01/03/2022	Submersible Pump		\$616.31			
	514477		01/12/2022	6" Hose Repair		\$53.85			
	515651		01/12/2022	Fittings for Hypo pumps		\$450.76			
	515794		01/12/2022	Heaters for Instrument Cabinets		\$76.48			
	517046		01/12/2022	Hypo temp pumps		\$175.68			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,410.68			
132637	01/20/2022	Open			Accounts Payable	HOLT OF CALIFORNIA INC	\$3,493.41		
	Invoice		Date	Description		Amount			
	SW030114291		01/10/2022	UPS ANNUAL MAINTENANCE		\$1,761.95			
	SW030114292		01/10/2022	ANNUAL ATS SERVICE		\$865.73			
	SW030114293		01/10/2022	ANNUAL ATS SERVICE		\$865.73			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,493.41			
132638	01/20/2022	Open			Accounts Payable	HORIZON WATER & ENVIR LLC	\$8,018.97		
	Invoice		Date	Description		Amount			
	5635		01/05/2022	SRWA - Phase III Environmental Work for 2021-22 for Nov 2021		\$3,772.00			
	5656		01/13/2022	18-69 Surface Water Dist. System Improvements - Nov 2021		\$861.15			
	5528		01/13/2022	18-69 Surface Water Dist. System Improvements - Sept 2021		\$3,385.82			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$4,246.97			
	950 - SRWA			950.11000 (Cash)		\$3,772.00			
132639	01/20/2022	Open			Accounts Payable	HSQ INC	\$2,000.00		
	Invoice		Date	Description		Amount			
	212618		01/12/2022	300 KB Hard Drive		\$2,000.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,000.00			
132640	01/20/2022	Open			Accounts Payable	INDEPENDENT ELECTRIC INC	\$251.28		
	Invoice		Date	Description		Amount			
	S105212766.003		01/12/2022	Freight & Handling for Down Town Globes		\$251.28			

Payment Register

From Payment Date: 1/14/2022 - To Payment Date: 1/20/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$251.28		
132641	01/20/2022	Open			Accounts Payable	INDUSTRIAL ELECTRICAL CO.	\$8,095.85		
	Invoice			Date	Description		Amount		
				01/12/2022	Pump #2 for Pump Station #2		\$8,095.85		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$8,095.85		
132642	01/20/2022	Open			Accounts Payable	Inferrera Construction Mgmt Group, Inc	\$32,251.00		
	Invoice			Date	Description		Amount		
				01/05/2022	SRWA - Construction Management 2021-22 for Oct 2021		\$32,251.00		
	Paying Fund			Cash Account			Amount		
	950 - SRWA			950.11000 (Cash)			\$32,251.00		
132643	01/20/2022	Open			Accounts Payable	INTERSTATE TRUCK CTR	\$388.33		
	Invoice			Date	Description		Amount		
				01/05/2022	BRAKE DRUM REAR		\$388.33		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$388.33		
132644	01/20/2022	Open			Accounts Payable	J A MOMANEY SERVICES INC	\$1,482.73		
	Invoice			Date	Description		Amount		
				01/12/2022	Hadco Lab Post		\$1,482.73		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$1,482.73		
132645	01/20/2022	Open			Accounts Payable	LMC Enterprises DBA Chemco Products Company, DBA Flo-Kem	\$853.22		
	Invoice			Date	Description		Amount		
				01/03/2022	Liquid Defoamer (WQC)		\$853.22		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$853.22		
132646	01/20/2022	Open			Accounts Payable	MEDWASTE MANAGEMENT, LLC.	\$135.82		
	Invoice			Date	Description		Amount		
				01/10/2022	QUARTERLY SERVICE		\$135.82		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$135.82		
132647	01/20/2022	Open			Accounts Payable	NV5 INC.	\$6,322.75		
	Invoice			Date	Description		Amount		
				01/13/2022	SR 06, 19-50 Sanitary Sewer Lift 9, 42, & 55 - thru 10/23/21		\$3,341.75		
				01/13/2022	SR 06, 19-50 Sanitary Sewer Lift 9, 42, & 55 - thru 11/20/21		\$2,981.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$6,322.75		
132648	01/20/2022	Open			Accounts Payable	PACIFIC CANVAS CO INC	\$24,999.61		
	Invoice			Date	Description		Amount		
				01/03/2022	Filter Covers - WQC		\$24,999.61		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 1/14/2022 - To Payment Date: 1/20/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$24,999.61		
132649	01/20/2022	Open			Accounts Payable	Platt Electric Supply	\$1,493.66		
			Invoice	Date	Description		Amount		
			2G61306	01/12/2022	Parts for Flotator #3		\$45.05		
			2H38169	01/12/2022	Streetlight wire		\$403.16		
			2I49092	01/12/2022	Parts for chlorination basin		\$723.08		
			2I75860	01/12/2022	Black cable tie, 8 amp Midget, 15-1/4 black cable		\$322.37		
			Paying Fund		Cash Account		Amount		
			246 - Landscape Assessment	246.11000 (Cash)			\$403.16		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$1,090.50		
132650	01/20/2022	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$18,531.14		
			Invoice	Date	Description		Amount		
			89243	01/06/2022	Wellhead Treatment Installation - November 2021		\$18,531.14		
			Paying Fund		Cash Account		Amount		
			420 - WATER	420.11000 (Cash)			\$18,531.14		
132651	01/20/2022	Open			Accounts Payable	R & S ERECTION INC	\$954.85		
			Invoice	Date	Description		Amount		
			105081	01/05/2022	ST# 31 - NEW FRONT MILLER SAFETY EDGE		\$551.35		
			110227	01/10/2022	BACK SLIDING DOOR		\$403.50		
			Paying Fund		Cash Account		Amount		
			110 - General Fund	110.11000 (Cash)			\$954.85		
132652	01/20/2022	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$1,475.00		
			Invoice	Date	Description		Amount		
			19858	01/10/2022	POLICE JANUARY 2022 CONTRACT		\$1,000.00		
			19904	01/10/2022	PRE-EMPLOYMENT SCREENING		\$475.00		
			Paying Fund		Cash Account		Amount		
			110 - General Fund	110.11000 (Cash)			\$1,475.00		
132653	01/20/2022	Open			Accounts Payable	SAN JOAQUIN VALLEY	\$290.00		
			Invoice	Date	Description		Amount		
			N148949	01/05/2022	22/23 ANNUAL PERMITS TO OPERATE - FIRE STATION 1		\$290.00		
			Paying Fund		Cash Account		Amount		
			110 - General Fund	110.11000 (Cash)			\$290.00		
132654	01/20/2022	Open			Accounts Payable	SEEGERS PRINTING INC	\$12,141.03		
			Invoice	Date	Description		Amount		
			0138059-IN	01/06/2022	Prop 218 Booklet		\$10,772.34		
			0138025-IN	01/06/2022	January 123-TCP Notice		\$1,053.67		
			0138006-IN	01/07/2022	Housing Division Business Cards - Generic		\$54.32		
			0137974-IN	01/06/2022	Measure A Truck Magnets for Roads Program		\$260.70		
			Paying Fund		Cash Account		Amount		
			118 - Measure A	118.11000 (Cash)			\$260.70		
			204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)			\$10,772.34		
			255 - CDBG	255.11000 (Cash)			\$54.32		
			420 - WATER	420.11000 (Cash)			\$1,053.67		

Payment Register

From Payment Date: 1/14/2022 - To Payment Date: 1/20/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132655	01/20/2022	Open			Accounts Payable	ST FRANCIS ELECTRIC INC	\$2,700.00		
	Invoice		Date		Description		Amount		
	21027905		01/12/2022		Geer Rd north of Taylor flasher replacement		\$2,700.00		
	Paying Fund				Cash Account		Amount		
	216 - Streets - Local Transportation				216.11000 (Cash)		\$2,700.00		
132656	01/20/2022	Open			Accounts Payable	STATE OF CALIFORNIA	\$1,046.00		
	Invoice		Date		Description		Amount		
	548015		01/10/2022		NOVEMBER 2021 MONTHLY FINGERPRINTING		\$1,046.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,046.00		
132657	01/20/2022	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$17,834.00		
	Invoice		Date		Description		Amount		
	WD-0190906		01/03/2022		Annual Permit Fee 7/1/2021 - 6/30/2022 Fac ID # 5SSO11069		\$17,834.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$17,834.00		
132658	01/20/2022	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$3,326.00		
	Invoice		Date		Description		Amount		
	WD-0192629		01/03/2022		Annual Permit Fee 7/1/2021 - 6/30/2022 Fac ID #5B50NC00319		\$3,326.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,326.00		
132659	01/20/2022	Open			Accounts Payable	SUNBELT RENTALS, INC	\$3,847.45		
	Invoice		Date		Description		Amount		
	118335617-0003		01/03/2022		PIPES (WQC)		\$3,847.45		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,847.45		
132660	01/20/2022	Open			Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$11,374.60		
	Invoice		Date		Description		Amount		
	2021250101273		01/03/2022		Liquid Chlorine (4)		\$10,032.30		
	2021250101295		01/03/2022		Liquid Chlorine (4)		\$10,032.30		
	2021250900202		01/03/2022		Liquid Chlorine - EMPTIES		(\$4,345.00)		
	2021250900217		01/03/2022		Liquid Chlorine - EMPTIES		(\$4,345.00)		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$11,374.60		
132661	01/20/2022	Open			Accounts Payable	TID	\$297.62		
	Invoice		Date		Description		Amount		
	044015008 2021		01/12/2022		2021 Irrigation Water Use		\$297.62		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$297.62		
132662	01/20/2022	Open			Accounts Payable	TOWER ENTERPRISE	\$528.84		
	Invoice		Date		Description		Amount		
	145151-12.27.21		01/10/2022		PRE-EMPLOYMENT SCREENING		\$528.84		
	Paying Fund				Cash Account		Amount		

Payment Register

From Payment Date: 1/14/2022 - To Payment Date: 1/20/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$553.00		
132670	01/20/2022	Open			Accounts Payable	WEST YOST ASSOCIATES	\$328,339.95		
	Invoice			Date	Description		Amount		
	2047197			01/05/2022	SRWA - Program Mgmt Services for 2021-22 for Oct 2021		\$107,275.85		
	2047490			01/05/2022	SRWA - Program Mgmt Services for 2021-22 for Nov 2021		\$103,657.87		
	2047268			01/06/2022	18-69 CM Surface Water Dist. Syst. Improvements 10/9/21-11/5/21		\$56,217.99		
	2047683			01/13/2022	18-69 CM Surface Water Dist. System Improvements 11/6/21-12/3/21		\$61,188.24		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$117,406.23		
	950 - SRWA			950.11000 (Cash)			\$210,933.72		
132671	01/20/2022	Open			Accounts Payable	WOOD RODGERS INC	\$1,065.00		
	Invoice			Date	Description		Amount		
	152268			01/06/2022	Services Rendered Through 11/30/2021		\$1,065.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,065.00		
132672	01/20/2022	Open			Accounts Payable	AMERICAN PAVING CO	\$2,217.65		
	Invoice			Date	Description		Amount		
	METER #15201725			01/05/2022	HYDRANT USE PERMIT REFUND		\$2,217.65		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,471.00		
	420 - WATER			420.11000 (Cash)			(\$253.35)		
132673	01/20/2022	Open			Accounts Payable	ANDERSON - LITFIN INC	\$1,083.96		
	Invoice			Date	Description		Amount		
	METER #15649496			01/05/2022	HYDRANT USE PERMIT REFUND		\$1,083.96		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,000.00		
	420 - WATER			420.11000 (Cash)			(\$916.04)		
132674	01/20/2022	Open			Accounts Payable	INGALLS, MARCIE	\$4,180.00		
	Invoice			Date	Description		Amount		
	EP 21-193E			01/10/2022	IMPROVEMENT SECURITY 21-193E FOR 1520 MYRTLE ST		\$4,180.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$4,180.00		
132675	01/20/2022	Open			Accounts Payable	MODESTO RESTORATION, INC	\$5,500.00		
	Invoice			Date	Description		Amount		
	EP 21-191E			01/08/2022	IMPROVEMENT SECURITY 21-191E 374 E MAIN ST		\$5,500.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$5,500.00		
132676	01/20/2022	Open			Accounts Payable	TRIPLE J CONSTRUCTION, NORMAN JOHNSON	\$2,750.00		
	Invoice			Date	Description		Amount		
	21-233C			01/08/2022	IMPROVEMENT SECURITY 21-233C 335 S GOLDEN STATE BLVD		\$2,750.00		

Payment Register

From Payment Date: 1/14/2022 - To Payment Date: 1/20/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,750.00		
132677	01/20/2022	Open			Accounts Payable	TRIPLE J CONSTRUCTION, NORMAN JOHNSON	\$1,650.00		
	Invoice		Date	Description			Amount		
	EP 21-237C		01/08/2022	IMPROVEMENT SECURITY 21-237C 10 MINARET AVE			\$1,650.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,650.00		
132678	01/20/2022	Open			Accounts Payable	AMERICAN MESSAGING	\$11.41		
	Invoice		Date	Description			Amount		
	R1061851WA		01/18/2022	Acct #R1-061851 - Police Department			\$11.41		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$11.41		
132679	01/20/2022	Open			Accounts Payable	AT&T MOBILITY	\$40.73		
	Invoice		Date	Description			Amount		
	7796X01162022		01/18/2022	992507796 / PD-IT Line			\$40.73		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$40.73		
132680	01/20/2022	Open			Accounts Payable	AT&T/SBC	\$104.51		
	Invoice		Date	Description			Amount		
	PD 1/7/22		01/18/2022	Acct# 234 371-3447 543 0/ Police Dept			\$33.78		
	RELAY 1/1/2022		01/18/2022	Acct# 248 134-2929 655 9/ California Relay Srvc TDD			\$4.59		
	FIRE 1/1/22		01/18/2022	Acct# 233 841-5391 333 1/ Fire Dept			\$66.14		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$104.51		
132681	01/20/2022	Open			Accounts Payable	CENTRAL SANITARY SUPPLY	\$1,813.25		
	Invoice		Date	Description			Amount		
	1211259		01/18/2022	JANITORIAL PAPER & CLEANING SUPPLIES			\$617.63		
	1212199		01/18/2022	JANITORIAL PAPER & CLEANING SUPPLIES			\$66.22		
	1212205		01/18/2022	JANITORIAL PAPER & CLEANING SUPPLIES			\$109.15		
	1212919		01/18/2022	JANITORIAL PAPER & CLEANING SUPPLIES			\$353.77		
	1212941		01/18/2022	JANITORIAL PAPER & CLEANING SUPPLIES			\$80.12		
	1212942		01/18/2022	JANITORIAL PAPER & CLEANING SUPPLIES			\$40.06		
	1216351		01/18/2022	JANITORIAL PAPER & CLEANING SUPPLIES			\$41.28		
	1214554		01/18/2022	JANITORIAL PAPER & CLEANING SUPPLIES			\$372.58		
	1213855		01/18/2022	JANITORIAL PAPER & CLEANING SUPPLIES			\$132.44		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,813.25		
132682	01/20/2022	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$764.86		
	Invoice		Date	Description			Amount		
	0000051011122		01/18/2022	8203 13 680 0000051 / City Hall (TV service)			\$524.57		
	0780628010122		01/19/2022	8203 13 001 0780628 / 244 N Broadway (PSF TV)			\$170.29		
	0703380011622		01/19/2022	8203 13 001 0703380 / IT Internet 1411 Shady LN			\$70.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$217.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$32.10		
	420 - WATER			420.11000 (Cash)			\$32.10		

Payment Register

From Payment Date: 1/14/2022 - To Payment Date: 1/20/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	501 - Information Technology			501.11000 (Cash)			\$483.66		
132683	01/20/2022	Open			Accounts Payable	COOPERATIVE PERSONNEL SERVICES dba CPS HR Consulti	\$49,298.75		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	0004319		01/19/2022	HR Support Services 8/29/21-9/25/21			\$12,115.00		
	0004320		01/19/2022	HR Support Services 9/26/21-10/30/21			\$17,848.75		
	0004829		01/19/2022	HR Support Services 10/31/21-11/27/21			\$19,335.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$49,298.75		
132684	01/20/2022	Open			Accounts Payable	CULLIGAN INC	\$74.50		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	Transit 12/31/21		01/05/2022	Acct 867681- Water Softener Exchange Service 1/1/22 -1/31/22			\$74.50		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	426 - Transit			426.11000 (Cash)			\$74.50		
132685	01/20/2022	Open			Accounts Payable	DLT SOLUTIONS LLC	\$10,161.73		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	SI534760		01/14/2022	AutoDesk Software Renewal 9/11/21-9/10/22			\$10,161.73		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	502 - Engineering			502.11000 (Cash)			\$10,161.73		
132686	01/20/2022	Open			Accounts Payable	Downtown Modesto Partnership	\$57,500.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2032		01/19/2022	RAD Gift Card - 3RD INSTALLMENT FEE			\$28,750.00		
	2033		01/19/2022	RAD Gift Card - 4TH INSTALLMENT FEE			\$28,750.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	119 - American Rescue Plan Act			119.11000 (Cash)			\$57,500.00		
132687	01/20/2022	Open			Accounts Payable	KEENAN & ASSOCIATES	\$26,431.50		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	264534		01/19/2022	Annual Workers comp-Second Quarter			\$26,431.50		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	510 - Workers Compensation Ins			510.11000 (Cash)			\$26,431.50		
132688	01/20/2022	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$10.75		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	10433183		01/18/2022	Acct #9020101104 - Translation services for Police Department			\$10.75		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$10.75		
132689	01/20/2022	Open			Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$1,851.14		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	AR362526		01/18/2022	PD ADMIN 11/5/21-12/4/21			\$64.76		
	AR363673		01/18/2022	MS ADMIN (SPLIT 3) 9/21/21-12/20/21 (TASKALFA 3501I)			\$48.12		
	AR362811		01/19/2022	PLANNING 11/8/21-12/7/21 (TASKALFA 5002I)			\$23.93		
	AR362812		01/19/2022	RECREATION 11/8/21-12/7/21 (TASKALFA 5002I)			\$20.36		
	AR363668		01/19/2022	FINANCE AP 11/21/21 - 12/20/21 (TASKALFA 3551CI)			\$131.28		
	AR362810		01/19/2022	HR 11/7/21 - 12/6/21 (TASKALFA 5052CI)			\$699.40		

Payment Register

From Payment Date: 1/14/2022 - To Payment Date: 1/20/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	AR363670		01/19/2022		ENGINEERING 11/21/21 - 12/20/21 (TASKALFA 3552CI)		\$148.20		
	AR363671		01/19/2022		PD RECORDS 11/22/21 - 12/21/21 (TASKALFA 6002I)		\$27.24		
	AR363672		01/19/2022		ADMIN SERVICES 11/21/21-12/20/21 (TASKALFA 6002I)		\$17.69		
	AR363780		01/19/2022		PD OPS - ANNUAL PAYMENT 11/20/21-11/19/22 (FS-3640MFP)		\$322.24		
	AR363669A		01/19/2022		HOUSING QTRLY PYMNT 12/20/21-3/19/22 (TASKALFA 3552CI)		\$175.29		
	AR363669B		01/19/2022		HOUSING QTRLY OVERAGE 9/20/21-12/19/21 (TASKALFA 3552CI)		\$172.63		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,219.38		
	255 - CDBG				255.11000 (Cash)		\$347.92		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$75.84		
	420 - WATER				420.11000 (Cash)		\$59.80		
	502 - Engineering				502.11000 (Cash)		\$148.20		
132690	01/20/2022	Open			Accounts Payable	MURRAY & ASSOC INC, BOB	\$21,000.00		
	Invoice			Date	Description		Amount		
	9203		01/19/2022		Professional Services-Executive Search		\$12,000.00		
	9142		01/19/2022		Professional Services-Executive Search-Finance Director		\$5,000.00		
	9143		01/19/2022		Professional Services-Executive Search-Admin Services Director		\$4,000.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$21,000.00		
132691	01/20/2022	Open			Accounts Payable	P G & E	\$29,699.24		
	Invoice			Date	Description		Amount		
	SENIOR 1/6/22		01/18/2022		2890831960-2 / 1191 Cahill St		\$816.35		
	COLUMBIA12/31/21		01/18/2022		6180280303-3 / 600 Columbia St		\$7.57		
	HIGH 12/31/21		01/18/2022		0221941093-9 / 595 High St		\$7.57		
	RBOESCH 1/3/22		01/18/2022		4388605407-1 / 275 N Orange		\$402.60		
	FIRE#3 1/4/22		01/18/2022		2087893140-9 / 501 E Monte Vista Ave		\$863.91		
	CITY HALL 1/6/22		01/18/2022		3254375586-5 / 156 S Broadway		\$1,043.84		
	FIRE#1 1/6/22		01/18/2022		3159594551-5 / 540 Marshall St		\$1,076.94		
	701 WLNT 1/11/22		01/18/2022		6224543828-8 / 701 S Walnut Rd		\$1,257.55		
	FIRE#2 1/7/22		01/18/2022		6182877164-4 / 791 S Walnut Rd		\$49.92		
	AC 1/7/22		01/18/2022		6266210492-6 / 801 S Walnut Rd		\$333.49		
	WLNT#E 1/7/22		01/18/2022		6141210500-1 / 701 S Walnut Rd E		\$7.84		
	CNG 1/11/22		01/18/2022		8466606707-3 / 901 S Walnut Rd CNG		\$1,720.28		
	WQC 1/7/22		01/18/2022		6349543820-0 / 901 S Walnut Rd		\$723.20		
	WLNT#A 1/11/22		01/18/2022		3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station		\$6,585.56		
	WQC- 1/7/22		01/18/2022		6307877156-3 / 901 S Walnut Rd		\$236.16		
	FIRE#4 1/12/22		01/18/2022		7556584382-0 / 2820 N Walnut-Fire #4		\$232.71		
	PSF 1/11/22		01/18/2022		8391988340-1 / 244 N Broadway-PSF		\$13,409.39		
	TRANSIT2 1/11/22		01/18/2022		9448303839-7 / 1418 N Golden State Blvd Ste 2		\$586.99		
	TRANSIT1 1/11/22		01/18/2022		0913752739-7 / 1418 N Golden State Blvd Ste 1		\$337.37		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$18,244.29		

Payment Register

From Payment Date: 1/14/2022 - To Payment Date: 1/20/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132698	01/20/2022	Open			Accounts Payable	TRANSIT CAPITAL SUPPORT	\$12,760.00		
	Invoice		Date	Description		Amount			
	22013		01/05/2022	Transit Technical Assistance & Support Services 11/1/21-12/31/21		\$12,760.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$12,760.00			
132699	01/20/2022	Open			Accounts Payable	US BANK OFFICE EQUIPMENT	\$66.44		
	Invoice		Date	Description		Amount			
	462806878		01/19/2022	Lease Agreement for Payroll Copier 01/09/22-02/08/22		\$66.44			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$66.44			
132700	01/20/2022	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$1,314.67		
	Invoice		Date	Description		Amount			
	0127022220101		01/18/2022	Acct #127022 - City-wide internet service		\$578.13			
	0128444220101		01/18/2022	Acct #128444 - Public Safety internet service		\$231.17			
	0131803220101		01/18/2022	Acct #131803 - Transit Center telephone		\$505.37			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$231.17			
	426 - Transit			426.11000 (Cash)		\$505.37			
	501 - Information Technology			501.11000 (Cash)		\$578.13			
132701	01/20/2022	Open			Accounts Payable	VERIZON WIRELESS	\$4,391.80		
	Invoice		Date	Description		Amount			
	9896530170		01/18/2022	972530635-00024 BUILDING & PLANNING (12/4-1/3)		\$273.39			
	9896530176		01/18/2022	972530635-00030 WQC (12/4-1/3)		\$173.69			
	9896530177		01/18/2022	972530635-00031 - IT (12/4-1/3)		\$112.41			
	9896530178		01/18/2022	972530635-00032 ELECTRICAL (12/4-1/3)		\$123.04			
	9896530179		01/18/2022	972530635-00033 - TRANSIT (12/4-1/3)		\$70.92			
	9896530174		01/18/2022	972530635-00028 RECREATION (12/4-1/3)		\$421.37			
	9896530172		01/18/2022	972530635-00026 CM & CITY CLERK/COUNCIL/FINANCE DIR (12/4-1/3)		\$294.15			
	9896530171		01/18/2022	972530635-00025 HOUSING (12/4-1/3)		\$45.25			
	9896530169		01/18/2022	972530635-00023 ENGINEERING (12/4-1/3)		\$688.73			
	9894289794		01/19/2022	972530635-00029 UTILITIES (11/4-12/3)		\$841.47			
	9896530175		01/19/2022	972530635-00029 UTILITIES (12/4-1/3)		\$1,347.38			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$599.74			
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)		\$22.97			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$51.61			
	246 - Landscape Assessment			246.11000 (Cash)		\$80.02			
	255 - CDBG			255.11000 (Cash)		\$45.25			
	270 - Recreation Grants			270.11000 (Cash)		\$145.11			
	405 - Building			405.11000 (Cash)		\$208.70			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$970.47			
	420 - WATER			420.11000 (Cash)		\$1,292.93			
	426 - Transit			426.11000 (Cash)		\$149.72			
	501 - Information Technology			501.11000 (Cash)		\$112.41			
	502 - Engineering			502.11000 (Cash)		\$609.93			
	505 - Fleet			505.11000 (Cash)		\$102.94			

Payment Register

From Payment Date: 1/14/2022 - To Payment Date: 1/20/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132702	01/20/2022	Open			Accounts Payable	WEXBANK	\$196.89		
	Invoice		Date	Description			Amount		
	76715977		01/18/2022	SHELL FUEL - 12-15-21 STATEMENT			\$196.89		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$196.89		
132703	01/20/2022	Open			Accounts Payable	Dale, Rachel	\$960.00		
	Invoice		Date	Description			Amount		
	TR 4651 Per Diem		01/19/2022	Basic Dispatcher Academy - San Jose - 1/24 to 2/11			\$960.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$960.00		

Type Check Totals:
AP - Accounts Payable Totals

99 Transactions

\$1,295,964.84

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	99	\$1,295,964.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	99	\$1,295,964.84	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	99	\$1,295,964.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	99	\$1,295,964.84	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	99	\$1,295,964.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	99	\$1,295,964.84	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	99	\$1,295,964.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	99	\$1,295,964.84	\$0.00

Payment Register

From Payment Date: 1/21/2022 - To Payment Date: 1/27/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
132704	01/25/2022	Open			Utility Management Refund	ALTAMIRANO, BROOKE	\$46.13		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		167096-004	MOVE OUT CREDIT	01/25/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$46.13		
132705	01/25/2022	Open			Utility Management Refund	ASTORGA, VANESSA	\$127.64		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		723444-004	MOVE OUT CREDIT	01/25/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$127.64		
132706	01/25/2022	Open			Utility Management Refund	AZORES LLC	\$135.73		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		766356-003	MOVE OUT CREDIT	01/25/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$135.73		
132707	01/25/2022	Open			Utility Management Refund	BLACKMON, KACEY, LEE	\$255.45		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		117692-003	MOVE OUT CREDIT	01/25/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$255.45		
132708	01/25/2022	Open			Utility Management Refund	CARNEY, JEFF	\$796.06		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		247413-002	MOVE OUT CREDIT	01/25/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$796.06		
132709	01/25/2022	Open			Utility Management Refund	GARBOWSKI, ALINA	\$150.82		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		190462-011	MOVE OUT CREDIT	01/25/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$150.82		
132710	01/25/2022	Open			Utility Management Refund	GARDNER, EILEEN	\$310.29		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		35068-002	MOVE OUT CREDIT	01/25/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$310.29		
132711	01/25/2022	Open			Utility Management Refund	LAZAR, BETSY	\$213.17		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		431486-004	MOVE OUT CREDIT	01/25/2022	Refund			

Payment Register

From Payment Date: 1/21/2022 - To Payment Date: 1/27/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$213.17		
132712	01/25/2022	Open			Utility Management Refund	LOGAN, STEPHANIE	\$254.33		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		000031-003	MOVE OUT CREDIT	01/25/2022	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$254.33		
132713	01/25/2022	Open			Utility Management Refund	RED TOP LLC	\$211.01		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		875252-004	MOVE OUT CREDIT	01/25/2022	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$211.01		
132714	01/25/2022	Open			Utility Management Refund	SALAZAR, MAURO	\$550.80		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		241806-005	MOVE OUT CREDIT	01/25/2022	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$550.80		
132715	01/25/2022	Open			Utility Management Refund	SEVENTH DAY ADVENT	\$309.46		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Institutional Metered		1951102-001	MOVE OUT CREDIT	01/25/2022	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$309.46		
132716	01/26/2022	Open			Accounts Payable	ABS DIRECT INC	\$15,954.89		
	Invoice		Date	Description			Amount		
	92303		01/25/2022	UT STATEMENT - OCT 4 2021 NE			\$3,870.15		
	92346		01/25/2022	UT DELINQ - OCT 7 2021 NE			\$103.18		
	92211		01/25/2022	PRINTING 20,000 ENVELOPES			\$2,998.93		
	92369		01/25/2022	UT STATEMENT - OCT 12 2021 SE			\$3,044.32		
	92386		01/25/2022	UT DELINQ - OCT 13 2021 SE			\$183.06		
	92482		01/25/2022	UT STATEMENT - OCT 19 2021 SW			\$2,611.05		
	92490		01/25/2022	UT DELINQ - OCT 20 2021 SW			\$113.10		
	92526		01/25/2022	UT STATEMENT - OCT 25 2021 NW			\$2,927.29		
	92535		01/25/2022	UT DELINQ - OCT 27 2021 NW			\$103.81		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$5,167.87		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$5,167.87		
	420 - WATER			420.11000 (Cash)			\$5,619.15		
132717	01/27/2022	Open			Accounts Payable	AFLAC	\$4,006.64		
	Invoice		Date	Description			Amount		
	773327		01/24/2022	INDIVIDUAL JANUARY 2022			\$4,006.64		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$4,006.64		

Payment Register

From Payment Date: 1/21/2022 - To Payment Date: 1/27/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132718	01/27/2022	Open			Accounts Payable	AFLAC GROUP INSURANCE	\$1,110.15		
	Invoice		Date	Description		Amount			
	A174711800		01/24/2022	GROUP JANUARY 2022		\$1,110.15			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,110.15			
132719	01/27/2022	Open			Accounts Payable	AIR EXCHANGE, INC.	\$57.04		
	Invoice		Date	Description		Amount			
	91606298		01/20/2022	PLYMOVENT SENSOR		\$57.04			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$57.04			
132720	01/27/2022	Open			Accounts Payable	AT&T / CALNET 3	\$4,441.54		
	Invoice		Date	Description		Amount			
	MULTI 1/27/22		01/24/2022	Multiple COT accounts paid on 1/27/22 (DEC - JAN 2022)		\$3,779.04			
	000017621270		01/24/2022	BAN #9391034901 (T1 LINE - 4-way split) (12/13/21 - 1/12/22)		\$166.16			
	000017621124		01/24/2022	BAN #9391034842 / PSF Phones 2096323265 (12/13/21 - 1/12/22)		\$496.34			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,980.57			
	205 - Sports Facilities			205.11000 (Cash)		\$38.45			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$4.44			
	246 - Landscape Assessment			246.11000 (Cash)		\$4.44			
	405 - Building			405.11000 (Cash)		\$16.96			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$134.40			
	420 - WATER			420.11000 (Cash)		\$27.75			
	426 - Transit			426.11000 (Cash)		\$70.16			
	501 - Information Technology			501.11000 (Cash)		\$132.54			
	505 - Fleet			505.11000 (Cash)		\$31.83			
132721	01/27/2022	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$285.10		
	Invoice		Date	Description		Amount			
	01152022VALADEZ		01/24/2022	1-15-22 PAYROLL ATTACHMENT FOR ACCT#100-036551		\$285.10			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$285.10			
132722	01/27/2022	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$555.55		
	Invoice		Date	Description		Amount			
	70395		01/24/2022	REPAIRS - PSF AC#2 MAKING LOUD NOISE & HIGH TEMP		\$142.50			
	70410		01/24/2022	REPAIR @ WQC ACID PHASE BLDG - WATER LEAK & HIGH PRESSURE SWITCH		\$413.05			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$142.50			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$413.05			
132723	01/27/2022	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$399.00		
	Invoice		Date	Description		Amount			
	0461088011822		01/24/2022	8203 13 001 0461088 / City Hall		\$399.00			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 1/21/2022 - To Payment Date: 1/27/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					501 - Information Technology	501.11000 (Cash)	\$399.00		
132724	01/27/2022	Open			Accounts Payable	CODE PUBLISHING COMPANY	\$308.25		
					Invoice	Date	Description	Amount	
					GC0005959	01/25/2022	Municipal Code- Web Update	\$308.25	
					Paying Fund		Cash Account	Amount	
					110 - General Fund		110.11000 (Cash)	\$308.25	
132725	01/27/2022	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$3,499.20		
					Invoice	Date	Description	Amount	
					64976	01/24/2022	Unarmed Security Services for Transit Center 12/27/21 -1/2/22	\$3,499.20	
					Paying Fund		Cash Account	Amount	
					426 - Transit		426.11000 (Cash)	\$3,499.20	
132726	01/27/2022	Open			Accounts Payable	CURTIS & SONS INC, L N	\$7,202.94		
					Invoice	Date	Description	Amount	
					INV558204	01/20/2022	STRUCTURE GEAR	\$7,202.94	
					Paying Fund		Cash Account	Amount	
					110 - General Fund		110.11000 (Cash)	\$7,202.94	
132727	01/27/2022	Open			Accounts Payable	DELL MARKETING LP	\$4,209.86		
					Invoice	Date	Description	Amount	
					10551718517	01/24/2022	(4) LATITUDE 3520 LAPTOPS FOR PD	\$4,209.86	
					Paying Fund		Cash Account	Amount	
					110 - General Fund		110.11000 (Cash)	\$4,209.86	
132728	01/27/2022	Open			Accounts Payable	DYETT & BHATIA URBAN	\$33,590.68		
					Invoice	Date	Description	Amount	
					21-580-02	01/24/2022	PROF SERV FOR LEAP & SB2 9/1-11/30/21	\$33,590.68	
					Paying Fund		Cash Account	Amount	
					271 - Development Services Grants		271.11000 (Cash)	\$33,590.68	
132729	01/27/2022	Open			Accounts Payable	FEDERAL EXPRESS	\$251.89		
					Invoice	Date	Description	Amount	
					7-608-59383	01/24/2022	SHIPPING CHARGES 12-24-21	\$177.49	
					7-616-14741	01/24/2022	SHIPPING CHARGES 12-31-21	\$36.78	
					7-623-14883	01/24/2022	SHIPPING CHARGES 1-7-22	\$37.62	
					Paying Fund		Cash Account	Amount	
					110 - General Fund		110.11000 (Cash)	\$192.81	
					420 - WATER		420.11000 (Cash)	\$59.08	
132730	01/27/2022	Open			Accounts Payable	FINANCIAL CREDIT NETWORK	\$50.00		
					Invoice	Date	Description	Amount	
					FCN TRUT12-DEC21	01/21/2022	FCN-TRUT12-DEC 2021	\$50.00	
					Paying Fund		Cash Account	Amount	
					110 - General Fund		110.11000 (Cash)	\$14.52	
					410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$19.66	
					420 - WATER		420.11000 (Cash)	\$15.82	
132731	01/27/2022	Open			Accounts Payable	GARY'S RENT A CAN INC	\$266.48		
					Invoice	Date	Description	Amount	
					A-102842	01/19/2022	GARY'S - PORTABLE TOILET RENTAL ASST	\$109.49	
					A-102560	01/19/2022	GARY'S - PORTABLE TOILET RENTAL PED	\$156.99	
					Paying Fund		Cash Account	Amount	

Payment Register

From Payment Date: 1/21/2022 - To Payment Date: 1/27/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	625 - Successor Agency - LMI			625.11000 (Cash)			\$499.28		
132744	01/27/2022	Open			Accounts Payable	MGT OF AMERICA INC	\$4,600.00		
	Invoice			Date	Description		Amount		
	41847			01/27/2022	FY 21/22 SB90 STATE MANDATED REIMBURSEMENT CLAIMING SERVICES		\$4,600.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$4,600.00		
132745	01/27/2022	Open			Accounts Payable	Mountain Cascade, Inc.	\$1,614,232.40		
	Invoice			Date	Description		Amount		
	PP1/CP1869			01/21/2022	18-69 Surface Water Dist. System Improvements 9/01-11/30/21		\$1,113,335.40		
	PP2/CP1869			01/21/2022	18-69 Surface Water Dist. System Improvements 12/01-12/31/21		\$500,897.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,614,232.40		
132746	01/27/2022	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$568.77		
	Invoice			Date	Description		Amount		
	01G6702961384			01/20/2022	ST#32 - WATER DELIVERY		\$568.77		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$568.77		
132747	01/27/2022	Open			Accounts Payable	PROJECT SENTINEL INC	\$335.82		
	Invoice			Date	Description		Amount		
	FY21/22 DRAW#1			01/20/2022	PROJECT SENTINEL PUBLIC SERVICE GRANT FY 2021-2022		\$335.82		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$335.82		
132748	01/27/2022	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$19,505.94		
	Invoice			Date	Description		Amount		
	89244			01/25/2022	Chlorination Project - November 2021		\$19,505.94		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$19,505.94		
132749	01/27/2022	Open			Accounts Payable	R & S ERECTION INC	\$971.00		
	Invoice			Date	Description		Amount		
	112051			01/20/2022	ST#1 - GATE NOT OPENING FOR PARKING LOT		\$971.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$971.00		
132750	01/27/2022	Open			Accounts Payable	R3 Consulting Group, Inc.	\$5,135.00		
	Invoice			Date	Description		Amount		
	16198			01/07/2022	SOLID WASTE RATE AND FEE STUDY - DECEMBER 2021		\$5,135.00		
	Paying Fund			Cash Account			Amount		
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)			\$5,135.00		

Payment Register

From Payment Date: 1/21/2022 - To Payment Date: 1/27/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132751	01/27/2022	Open			Accounts Payable	RAY MORGAN COMPANY	\$2,387.38		
	Invoice		Date	Description			Amount		
	3590737		01/24/2022	Printer Usage & Maintenance for 12/12/21 - 1/11/22			\$2,387.38		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,058.26		
	255 - CDBG			255.11000 (Cash)			\$0.76		
	405 - Building			405.11000 (Cash)			\$26.90		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$86.20		
	420 - WATER			420.11000 (Cash)			\$69.73		
	501 - Information Technology			501.11000 (Cash)			\$1.90		
	502 - Engineering			502.11000 (Cash)			\$143.63		
132752	01/27/2022	Open			Accounts Payable	ROBIC REFRIGERATION INC	\$517.93		
	Invoice		Date	Description			Amount		
	0000020503		01/20/2022	ST#1 - ICE MACHINE NOT WORKING			\$517.93		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$517.93		
132753	01/27/2022	Open			Accounts Payable	ROSS-CAMPBELL INC	\$1,500.00		
	Invoice		Date	Description			Amount		
	22-3506-3		01/18/2022	Outreach activities			\$1,500.00		
	Paying Fund			Cash Account			Amount		
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)			\$1,500.00		
132754	01/27/2022	Open			Accounts Payable	STERICYCLE INC	\$147.00		
	Invoice		Date	Description			Amount		
	3005842361		01/20/2022	ST#2 STERI-SAFE MONTHLY TREATMENT			\$36.75		
	3005880754		01/20/2022	ADMIN STERI-SAFE MONTHLY TREATMENT			\$36.75		
	3005880755		01/20/2022	ST#1 STERI-SAFE MONTHLY TREATMENT			\$36.75		
	3005880752		01/20/2022	ST#4 STERI-SAFE MONTHLY TREATMENT			\$36.75		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$147.00		
132755	01/27/2022	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Invoice		Date	Description			Amount		
	01152022BECCHETT		01/24/2022	1-15-22 PAYROLL ATTACHMENT			\$439.13		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$439.13		
132756	01/27/2022	Open			Accounts Payable	SWRCB ACCOUNTING OFFICE	\$49,263.44		
	Invoice		Date	Description			Amount		
	LW-1036467		01/25/2022	WATER SYSTEM ANNUAL FEES 7/1/21-6/30/22			\$49,263.44		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$49,263.44		
132757	01/27/2022	Open			Accounts Payable	SYAR INDUSTRIES INC	\$2,272.68		
	Invoice		Date	Description			Amount		
	862527		01/19/2022	SYAR - EZ STREET ASPHALT			\$2,272.68		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$2,272.68		

Payment Register

From Payment Date: 1/21/2022 - To Payment Date: 1/27/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132758	01/27/2022	Open			Accounts Payable	TARGET SPECIALTY PROD INC	\$24,975.62		
	Invoice		Date	Description			Amount		
	INV500665298		01/19/2022	TARGET SPECIALTY PRODUCTS - SPRAY MATERIALS			\$24,975.62		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,300.26		
	205 - Sports Facilities			205.11000 (Cash)			\$417.08		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$3,459.11		
	246 - Landscape Assessment			246.11000 (Cash)			\$7,400.28		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$10,999.29		
	420 - WATER			420.11000 (Cash)			\$199.80		
	426 - Transit			426.11000 (Cash)			\$199.80		
132759	01/27/2022	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$10,000.00		
	Invoice		Date	Description			Amount		
	17749		01/25/2022	Consulting Services for November 2021			\$5,000.00		
	17848		01/25/2022	Consulting Services for December 2021			\$5,000.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$5,000.00		
	420 - WATER			420.11000 (Cash)			\$5,000.00		
132760	01/27/2022	Open			Accounts Payable	TURLOCK CITY TOW INC	\$230.00		
	Invoice		Date	Description			Amount		
	123048		01/24/2022	TOWING SERVICE FOR TPD ON 12/11/21			\$35.00		
	82081		01/24/2022	TOWING SERVICE FOR TPD ON 12/7/21			\$30.00		
	123637		01/24/2022	TOWING SERVICE FOR TPD ON 12/19/21			\$35.00		
	123590		01/24/2022	TOWING SERVICE FOR PD EVIDENCE TOW ON 12/8/21			\$35.00		
	124354		01/24/2022	TOWING SERVICE FOR PD EVIDENCE TOW ON 12/28/21			\$35.00		
	123784		01/24/2022	TOWING SERVICE FOR TRANSIT 12/22/21 TRA1040			\$60.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$170.00		
	426 - Transit			426.11000 (Cash)			\$60.00		
132761	01/27/2022	Open			Accounts Payable	TURLOCK JOURNAL	\$350.00		
	Invoice		Date	Description			Amount		
	298650		01/11/2022	Studio 209			\$350.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$350.00		
132762	01/27/2022	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$700,000.00		
	Invoice		Date	Description			Amount		
	JAN 2022 PAYMENT		01/19/2022	JANUARY 2022 PAYMENT			\$700,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$700,000.00		
132763	01/27/2022	Open			Accounts Payable	UNITED SAMARITANS FDT INC	\$11,101.86		
	Invoice		Date	Description			Amount		
	FY21/22 DRAW #2		01/25/2022	UNITED SAMARITANS FOUNDATION PUBLIC SERVICE-SENIOR FY 21-2022			\$4,515.30		
	FY21/22 DRAW 2FB		01/25/2022	UNITED SAMARITANS FOUNDATION PUBLIC SERVICE-FOODBOX FY 21-2022			\$6,586.56		

Payment Register

From Payment Date: 1/21/2022 - To Payment Date: 1/27/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$11,101.86		
132764	01/27/2022	Open			Accounts Payable	VERIZON WIRELESS	\$273.31		
	Invoice		Date	Description			Amount		
	9896530168		01/20/2022	FIRE - DEC 04 - JAN 03, 2022			\$273.31		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$207.68		
	240 - Small Equipment Replacement			240.11000 (Cash)			\$65.63		
132765	01/27/2022	Open			Accounts Payable	Viking Shred, LLC	\$180.00		
	Invoice		Date	Description			Amount		
	51112340		01/24/2022	CITY WIDE SHREDDING - JAN 2022			\$180.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$158.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$22.00		
132766	01/27/2022	Open			Accounts Payable	WARDEN'S OFFICE INC	\$24.88		
	Invoice		Date	Description			Amount		
	2070414-0		01/24/2022	NAME PLATE - LUPE MADRIGAL			\$24.88		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$24.88		
132767	01/27/2022	Open			Accounts Payable	WEST YOST ASSOCIATES	\$88,926.99		
	Invoice		Date	Description			Amount		
	2047983		01/24/2022	SRWA - Program Mgmt Services for 2021-22 for Dec 2021			\$88,926.99		
	Paying Fund			Cash Account			Amount		
	950 - SRWA			950.11000 (Cash)			\$88,926.99		
132768	01/27/2022	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	\$1,085.29		
	Invoice		Date	Description			Amount		
	FEB 2022		01/20/2022	MOBILE HOME RENT SUBSIDY PROGRAM			\$1,085.29		
	Paying Fund			Cash Account			Amount		
	625 - Successor Agency - LMI			625.11000 (Cash)			\$1,085.29		
132769	01/27/2022	Open			Accounts Payable	WILLDAN ENGINEERING INC	\$316.50		
	Invoice		Date	Description			Amount		
	00621377		01/21/2022	SR01, 20-003 Northeast Quadrant Rd Rehab- through 5/28/21			\$316.50		
	Paying Fund			Cash Account			Amount		
	218 - Measure L			218.11000 (Cash)			\$316.50		
132770	01/27/2022	Open			Accounts Payable	Gallup, Hunter	\$183.38		
	Invoice		Date	Description			Amount		
	Demand-HG		01/24/2022	Reimbursement for uniform replacement and cleaning			\$183.38		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$183.38		
132771	01/27/2022	Open			Accounts Payable	Giovacchini, Gina	\$114.00		
	Invoice		Date	Description			Amount		
	TR 4617 Per Diem		01/21/2022	Prisoner Extradition - 9/15/21 to 9/16/21 - Arkansas			\$114.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$114.00		

Payment Register

From Payment Date: 1/21/2022 - To Payment Date: 1/27/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132772	01/27/2022	Open			Accounts Payable	LIEBERT CASSIDY WHITMORE	\$620.00		
			Date	Description			Amount		
			01/24/2022	2022 LCW ANNUAL PUBLIC SECTOR CONF. - 2/3 TO 2/4 - M. SOUSA			\$620.00		
				Cash Account			Amount		
				110.11000 (Cash)			\$620.00		
132773	01/27/2022	Open			Accounts Payable	Navarro, Frank	\$114.00		
			Date	Description			Amount		
			01/21/2022	Prisoner Extradition - 9/15/21 to 9/16/21 - Arkansas			\$114.00		
				Cash Account			Amount		
				110.11000 (Cash)			\$114.00		
132774	01/27/2022	Open			Accounts Payable	QUINTANA , CARLOS	\$250.00		
			Date	Description			Amount		
			01/19/2022	BOOT ALLOWANCE			\$250.00		
				Cash Account			Amount		
				246.11000 (Cash)			\$250.00		
132775	01/27/2022	Open			Accounts Payable	Quiroga, Elizabeth	\$291.31		
			Date	Description			Amount		
			01/26/2022	2022 CAPPO Conference 1/30/22-2/2/22			\$291.31		
				Cash Account			Amount		
				110.11000 (Cash)			\$291.31		
132776	01/27/2022	Open			Accounts Payable	Redd, Timothy	\$162.00		
			Date	Description			Amount		
			01/21/2022	Peer to Peer Investigations - 1/3 to 1/6 - Rancho Cordova			\$162.00		
				Cash Account			Amount		
				110.11000 (Cash)			\$162.00		
132777	01/27/2022	Open			Accounts Payable	SOUSA, MARY	\$58.00		
			Date	Description			Amount		
			01/24/2022	LCW CONFERENCE - SAN FRANCISCO - 2/2 TO 2/4			\$58.00		
				Cash Account			Amount		
				110.11000 (Cash)			\$58.00		
132778	01/27/2022	Open			Accounts Payable	Williams, Steven	\$600.00		
			Date	Description			Amount		
			01/20/2022	Professional Development FY 21/22			\$600.00		
				Cash Account			Amount		
				110.11000 (Cash)			\$600.00		

Type Check Totals:
AP - Accounts Payable Totals

75 Transactions

\$2,816,199.91

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	75	\$2,816,199.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	75	\$2,816,199.91	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount

Payment Register

From Payment Date: 1/21/2022 - To Payment Date: 1/27/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open		75	\$2,816,199.91	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		75	\$2,816,199.91	\$0.00
Grand Totals:									
					Checks				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		75	\$2,816,199.91	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		75	\$2,816,199.91	\$0.00
					All				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		75	\$2,816,199.91	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		75	\$2,816,199.91	\$0.00

Payment Register

From Payment Date: 10/1/2021 - To Payment Date: 10/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
4130	10/19/2021	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$249.76		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	4/1/21-6/30/21		06/30/2021		APR-JUN 2021 STATE CNG FUEL TAX		\$249.76		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	505 - Fleet				505.11000 (Cash)		\$249.76		
4187	10/08/2021	Open			Accounts Payable	VISION SERVICE PLAN CA	\$149.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	813319269		10/08/2021		CLAIMS SEPTEMBER 2021 - MANAGEMENT		\$149.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	511 - Health Care				511.11000 (Cash)		\$149.00		
4188	10/08/2021	Open			Accounts Payable	VISION SERVICE PLAN CA	\$2,514.02		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	813319275		10/08/2021		CLAIMS SEPTEMBER 2021 - TCEA		\$2,514.02		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	511 - Health Care				511.11000 (Cash)		\$2,514.02		
4189	10/08/2021	Open			Accounts Payable	VISION SERVICE PLAN CA	\$400.89		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	813319277		10/08/2021		CLAIMS SEPTEMBER 2021 - FIRE		\$400.89		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	511 - Health Care				511.11000 (Cash)		\$400.89		
4190	10/08/2021	Open			Accounts Payable	VISION SERVICE PLAN CA	\$1,265.15		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	813319280		10/08/2021		CLAIMS SEPTEMBER 2021 - TAPO ADMIN		\$1,265.15		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	511 - Health Care				511.11000 (Cash)		\$1,265.15		
4191	10/08/2021	Open			Accounts Payable	VISION SERVICE PLAN CA	\$145.75		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	813319285		10/08/2021		CLAIMS SEPTEMBER 2021 - TMAPS		\$145.75		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	511 - Health Care				511.11000 (Cash)		\$145.75		
4192	10/08/2021	Open			Accounts Payable	VISION SERVICE PLAN CA	\$659.19		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	813301382		10/08/2021		PREMIUMS OCTOBER 2021 - TCEA		\$659.19		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	511 - Health Care				511.11000 (Cash)		\$659.19		
4193	10/08/2021	Open			Accounts Payable	VISION SERVICE PLAN CA	\$76.65		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	813301383		10/08/2021		PREMIUMS OCTOBER 2021 - MANAGEMENT ADMIN		\$76.65		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	511 - Health Care				511.11000 (Cash)		\$76.65		

Payment Register

From Payment Date: 10/1/2021 - To Payment Date: 10/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4194	10/08/2021	Open			Accounts Payable	VISION SERVICE PLAN CA	\$30.66		
	Invoice		Date	Description		Amount			
	813301381		10/08/2021	PREMIUMS OCTOBER 2021 - CONFIDENTIAL ADMIN		\$30.66			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$30.66			
4195	10/08/2021	Open			Accounts Payable	VISION SERVICE PLAN CA	\$97.09		
	Invoice		Date	Description		Amount			
	813301379		10/08/2021	PREMIUMS OCTOBER 2021 - RETIREE		\$97.09			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$97.09			
4196	10/08/2021	Open			Accounts Payable	VISION SERVICE PLAN CA	\$30.66		
	Invoice		Date	Description		Amount			
	813301378		10/08/2021	PREMIUMS OCTOBER 2021 - TMAPS		\$30.66			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$30.66			
4197	10/08/2021	Open			Accounts Payable	VISION SERVICE PLAN CA	\$398.58		
	Invoice		Date	Description		Amount			
	813301377		10/08/2021	PREMIUMS OCTOBER 2021 - TAPO		\$398.58			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$398.58			
4198	10/08/2021	Open			Accounts Payable	VISION SERVICE PLAN CA	\$143.08		
	Invoice		Date	Description		Amount			
	813301376		10/08/2021	PREMIUMS OCTOBER 2021 - FIRE		\$143.08			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$143.08			
4199	10/08/2021	Open			Accounts Payable	VISION SERVICE PLAN CA	\$15.33		
	Invoice		Date	Description		Amount			
	813288570		10/08/2021	PREMIUMS OCTOBER 2021 - CITY OF TURLOCK		\$15.33			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$15.33			
4200	10/27/2021	Open			Accounts Payable	CH2M Hill Engineers, Inc	\$8,055,337.31		
	Invoice		Date	Description		Amount			
	014		10/27/2021	SRWA - Design Build Contract 2021-22 for Sept 2021		\$8,055,337.31			
	Paying Fund			Cash Account		Amount			
	950 - SRWA			950.11000 (Cash)		\$8,055,337.31			
4275	10/05/2021	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$6,745.63		
	Invoice		Date	Description		Amount			
	9/30/21PR		10/05/2021	9/30/21PR-GOLDEN 1 CU		\$6,745.63			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$6,745.63			
4276	10/05/2021	Open			Accounts Payable	T A P O	\$4,710.78		
	Invoice		Date	Description		Amount			
	9/30/21PR		10/05/2021	9/30/21PR-TAPO DUES		\$4,710.78			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$4,710.78			

Payment Register

From Payment Date: 10/1/2021 - To Payment Date: 10/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4277	10/05/2021	Open			Accounts Payable	T C E A	\$2,774.25		
	Invoice		Date	Description			Amount		
	9/30/21PR		10/05/2021	9/30/21PR-TCEA DUES			\$2,774.25		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,774.25		
4278	10/05/2021	Open			Accounts Payable	TMAPS	\$175.00		
	Invoice		Date	Description			Amount		
	9/30/21PR		10/05/2021	9/30/21PR-TMAPS DUES			\$175.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$175.00		
4279	10/05/2021	Open			Accounts Payable	T C E A	\$68.50		
	Invoice		Date	Description			Amount		
	9/30/21PR-BENEVO		10/05/2021	9/30/21PR-TCEA BENEVOLENCE DUES			\$68.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$68.50		
4280	10/06/2021	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$6,810.70		
	Invoice		Date	Description			Amount		
	BE004651998		10/06/2021	DELTA DENTAL CLAIMS FOR 9/24/21-9/30/21			\$6,810.70		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$6,810.70		
4281	10/05/2021	Open			Accounts Payable	CA SDU	\$1,698.00		
	Invoice		Date	Description			Amount		
	9/30/21PR		10/05/2021	9/30/21PR-CHILD SUPPORT PAYMENT			\$1,698.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$1,698.00		
4282	10/05/2021	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	\$162.50		
	Invoice		Date	Description			Amount		
	9/30/21PR		10/05/2021	9/30/21PR-CHILD SUPPORT PAYMENT			\$162.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$162.50		
4283	10/06/2021	Open			Accounts Payable	UMR	\$71,547.76		
	Invoice		Date	Description			Amount		
	9/28/21-10/4/21		10/06/2021	UMR CLAIMS FOR 9/28/21-10/4/21			\$71,547.76		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$71,547.76		
4284	10/07/2021	Open			Accounts Payable	CalPERS	\$241,693.98		
	Invoice		Date	Description			Amount		
	9/30/21PR		10/07/2021	9/30/21PR-CALPERS			\$241,693.98		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$241,694.01		
	110 - General Fund			110.11000 (Cash)			(\$0.03)		
4285	10/27/2021	Open			Accounts Payable	CalPERS	\$234,812.56		
	Invoice		Date	Description			Amount		
	10/15/21PR		10/27/2021	10/15/21PR-CALPERS			\$234,812.56		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$234,812.56		

Payment Register

From Payment Date: 10/1/2021 - To Payment Date: 10/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4286	10/07/2021	Open			Accounts Payable	ICMA-RC	\$77,086.07		
	Invoice		Date	Description			Amount		
	9/30/21PR		10/07/2021	9/30/21PR-ICMA			\$77,086.07		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$77,086.07		
4287	10/07/2021	Open			Accounts Payable	T A P O	\$13,255.45		
	Invoice		Date	Description			Amount		
	9/30/21PR-RHS		10/07/2021	9/30/21PR-TAPO RHS DUES			\$13,255.45		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$13,255.45		
4288	10/07/2021	Open			Accounts Payable	TFRA	\$7,522.80		
	Invoice		Date	Description			Amount		
	9/30/21PR-RHS		10/07/2021	9/30/21PR-TFRA RHS DUES			\$7,522.80		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$7,522.80		
4289	10/13/2021	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,990.48		
	Invoice		Date	Description			Amount		
	BE004655532		10/13/2021	DELTA DENTAL CLAIMS FOR 10/1/21-10/7/21			\$5,990.48		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$5,990.48		
4290	10/15/2021	Open			Accounts Payable	UNUM LIFE INSURANCE COMPANY OF AMERICA	\$17,843.37		
	Invoice		Date	Description			Amount		
	NOVEMBER 2021		10/15/2021	UNUM LTD AND LIFE INSURANCE FOR NOVEMBER 2021			\$17,843.37		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$17,843.37		
4291	10/20/2021	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,105.88		
	Invoice		Date	Description			Amount		
	BE004659979		10/20/2021	DELTA DENTAL CLAIMS FOR 10/8/21-10/14/21			\$5,105.88		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$5,105.88		
4292	10/20/2021	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$6,745.63		
	Invoice		Date	Description			Amount		
	10/15/21PR		10/20/2021	10/15/21PR-GOLDEN 1 CU			\$6,745.63		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$6,745.63		
4293	10/20/2021	Open			Accounts Payable	T A P O	\$4,591.41		
	Invoice		Date	Description			Amount		
	10/15/21PR		10/20/2021	10/15/21PR-TAPO DUES			\$4,591.41		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$4,591.41		
4294	10/20/2021	Open			Accounts Payable	T C E A	\$2,774.25		
	Invoice		Date	Description			Amount		
	10/15/21PR		10/20/2021	10/15/21PR-TCEA DUES			\$2,774.25		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,774.25		

Payment Register

From Payment Date: 10/1/2021 - To Payment Date: 10/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4295	10/20/2021	Open			Accounts Payable	TFRA	\$4,367.85		
	Invoice		Date	Description		Amount			
	10/15/21PR		10/20/2021	10/15/21PR-TFRA DUES		\$4,367.85			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$4,367.85			
4296	10/20/2021	Open			Accounts Payable	TURLOCK CITY FIRE INC	\$375.00		
	Invoice		Date	Description		Amount			
	10/15/21PR		10/20/2021	10/15/21PR-FIRE INC DUES		\$375.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$375.00			
4297	10/20/2021	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$184.95		
	Invoice		Date	Description		Amount			
	10/15/21PR		10/20/2021	1015/21PR-TURLOCK HEALTH CLUB		\$184.95			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$184.95			
4298	10/20/2021	Open			Accounts Payable	T C E A	\$68.50		
	Invoice		Date	Description		Amount			
	10/15/21PR-BENEV		10/20/2021	10/15/21PR-TCEA BENEVOLENCE DUES		\$68.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$68.50			
4299	10/20/2021	Open			Accounts Payable	UMR	\$90,051.86		
	Invoice		Date	Description		Amount			
	NOV 21 PREM		10/20/2021	UMR NOVEMBER 2021 HEALTH PREMIUMS		\$90,051.86			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$90,051.86			
4300	10/20/2021	Open			Accounts Payable	UMR	\$436.55		
	Invoice		Date	Description		Amount			
	NOV 21 CUSTODIAL		10/20/2021	UMR NOVEMBER 2021 CUSTODIAL AND BANKING FEE		\$436.55			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$436.55			
4301	10/20/2021	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$50,385.09		
	Invoice		Date	Description		Amount			
	10/15/21PR		10/20/2021	10/15/21PR-STATE TAXES		\$50,385.09			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$50,385.09			
4302	10/20/2021	Open			Accounts Payable	CA SDU	\$1,698.00		
	Invoice		Date	Description		Amount			
	10/15/21PR		10/20/2021	10/15/21PR-CHILD SUPPORT PAYMENT		\$1,698.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,698.00			
4303	10/20/2021	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	\$162.50		
	Invoice		Date	Description		Amount			
	10/15/21PR		10/20/2021	10/15/21PR-CHILD SUPPORT PAYMENT		\$162.50			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 10/1/2021 - To Payment Date: 10/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					104 - Payroll Clearing Fund	104.11000 (Cash)	\$162.50		
4304	10/20/2021	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$177,157.02		
					Invoice	Date	Description	Amount	
	10/15/21PR		10/20/2021		10/15/21PR-FEDERAL TAXES		\$177,157.02		
					Paying Fund	Cash Account	Amount		
					104 - Payroll Clearing Fund	104.11000 (Cash)	\$177,157.02		
4305	10/25/2021	Open			Accounts Payable	ICMA-RC	\$76,660.59		
					Invoice	Date	Description	Amount	
	10/15/21PR		10/25/2021		10/15/21PR-ICMA		\$76,660.59		
					Paying Fund	Cash Account	Amount		
					104 - Payroll Clearing Fund	104.11000 (Cash)	\$76,660.59		
4306	10/27/2021	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$3,798.57		
					Invoice	Date	Description	Amount	
	BE004688070		10/27/2021		DELTA DENTAL CLAIMS FOR 10/15/21-10/21/21		\$3,798.57		
					Paying Fund	Cash Account	Amount		
					511 - Health Care	511.11000 (Cash)	\$3,798.57		
4307	10/27/2021	Open			Accounts Payable	T A P O	\$13,283.85		
					Invoice	Date	Description	Amount	
	10/15/21PR-RHS		10/27/2021		10/15/21PR-TAPO RHS DUES		\$13,283.85		
					Paying Fund	Cash Account	Amount		
					104 - Payroll Clearing Fund	104.11000 (Cash)	\$13,283.85		
4308	10/27/2021	Open			Accounts Payable	TFRA	\$7,522.80		
					Invoice	Date	Description	Amount	
	10/15/21PR-RHS		10/27/2021		10/15/21PR-TFRA RHS DUES		\$7,522.80		
					Paying Fund	Cash Account	Amount		
					104 - Payroll Clearing Fund	104.11000 (Cash)	\$7,522.80		
4309	10/15/2021	Open			Accounts Payable	UMR	(\$929.00)		
					Invoice	Date	Description	Amount	
	SEP21 COBRA REF		10/15/2021		UMR SEP 2021 COBRA REFUND-HOWSER		(\$929.00)		
					Paying Fund	Cash Account	Amount		
					511 - Health Care	511.11000 (Cash)	(\$929.00)		
4310	10/15/2021	Open			Accounts Payable	UMR	(\$41,830.00)		
					Invoice	Date	Description	Amount	
	SEP21 RET REFUND		10/15/2021		UMR SEPTEMBER 2021 RETIREE REFUND		(\$41,830.00)		
					Paying Fund	Cash Account	Amount		
					511 - Health Care	511.11000 (Cash)	(\$41,830.00)		
4311	10/25/2021	Open			Accounts Payable	UMR	(\$729.94)		
					Invoice	Date	Description	Amount	
	SEP21 OSR REFUND		10/25/2021		SEPTEMBER 2021 OSR REFUND		(\$729.94)		
					Paying Fund	Cash Account	Amount		
					511 - Health Care	511.11000 (Cash)	(\$729.94)		
4312	10/13/2021	Open			Accounts Payable	UMR	\$116,797.49		
					Invoice	Date	Description	Amount	
	10/5/21-10/11/21		10/13/2021		UMR CLAIMS FOR 10/5/21-10/11/21		\$116,797.49		
					Paying Fund	Cash Account	Amount		
					511 - Health Care	511.11000 (Cash)	\$116,797.49		

Payment Register

From Payment Date: 10/1/2021 - To Payment Date: 10/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4313	10/27/2021	Open			Accounts Payable	UMR	\$156,947.44		
	Invoice		Date	Description		Amount			
	10/19-10/25/21		10/27/2021	UMR CLAIMS FOR 10/19/21-10/25/21		\$156,947.44			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$156,947.44			
4314	10/18/2021	Open			Accounts Payable	EMPLOYMENT DEVELOP DEPT	\$5,180.88		
	Invoice		Date	Description		Amount			
	L1245914640		10/18/2021	UNEMPLOYMENT CHARGES FOR 7/1/21-9/30/21		\$5,180.88			
	Paying Fund			Cash Account		Amount			
	512 - Casualty Insurance			512.11000 (Cash)		\$5,180.88			
4315	10/20/2021	Open			Accounts Payable	UMR	\$63,810.26		
	Invoice		Date	Description		Amount			
	10/12-10/18/21		10/20/2021	UMR CLAIMS FOR 10/12/21-10/18/21		\$63,810.26			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$63,810.26			
4316	10/31/2021	Open			Accounts Payable	Optum Bank, Inc.	\$22,457.90		
	Invoice		Date	Description		Amount			
	10/15/21PR		10/21/2021	10/15/21PR-HSA EE & ER		\$11,272.70			
	9/30/21PR		10/04/2021	9/30/21PR-HSA EE & ER		\$11,185.20			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$22,457.90			

Type EFT Totals:

AP - Accounts Payable Totals

57 Transactions

\$9,521,486.28

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	57	\$9,521,486.28	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	57	\$9,521,486.28	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	57	\$9,521,486.28	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	57	\$9,521,486.28	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	57	\$9,521,486.28	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	57	\$9,521,486.28	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	57	\$9,521,486.28	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	57	\$9,521,486.28	\$0.00

JANUARY 25, 2022
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT MINUTES
Regular Meeting
Turlock City Council

A. CALL TO ORDER - Mayor Bublak called the meeting to order at 6:00 p.m.

B. SALUTE TO THE FLAG

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

1. CLOSED SESSION:

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

2. APPROVAL OF AGENDA AS POSTED OR AMENDED

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

Action: Motion by Councilmember Monez, seconded by Councilmember Franco, approving the amended agenda. 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: None

4. PUBLIC PARTICIPATION

*Deputy City Clerk Lisa Schimmelfennig 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. When your telephone number is announced, you must then press *6 to unmute yourself.*

Members of the public will be allotted five (5) 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 five (5) 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.

The following members of the public spoke:

Milt Treiweiler
 Ron Bridegroom - 6D

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

None

6. CONSENT CALENDAR:

Action: Motion by Councilmember Monez, seconded by Councilmember Franco, adopting the 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. **Motion:** Accepting Minutes of the Regular Meeting of January 11, 2022; Minutes of the Special City Council Meeting of January 13, 2022
- B. **Resolution:** Re-appropriating \$170,000 to account number 413-51-539.51027_001 "Capital Clarifier #5 & MC Upgrade" from Fund 413 unallocated reserves to complete funding for City Project No. 15-39C "Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification"
Motion: Approving Contract Change Order No. 7 (Final) in the amount of \$36,977.08 (Non-General Fund - Fund 413) with CW Roen Construction of Danville, California for City Project No. 15-39C "Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification" (upgrade and expansion of the wastewater treatment plant) bringing the contract total to \$19,703,163.29
Motion: Accepting Improvements and authorizing the City Engineer to file a Notice of Completion for City Project No. 15-39C "Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification"
- C. **Motion:** Approving Contract Change Order No. 2 in the amount of \$81,126.01 (Fund 420) with Clark Bros., Inc., of Fresno, California, for City Project No. 20-027 "City Wide Chlorination" bringing the contract total to \$4,374,881.51
- D. **Removed for separate consideration**
- E. **Resolution:** Authorizing the submittal of applications for payment programs and related authorizations and authorizing the City Manager or his/her designee to sign any and all necessary documents
- F. **Motion:** Authorizing Interim City Manager to execute service agreement with Townsend Public Affairs for government relations and advocacy services

- G. **Resolution:** Approving the updates to the job descriptions for Executive Assistant to the City Manager/City Clerk and Executive Assistant to the City Manager/City Clerk Trainee; and an amendment to the Salary Schedule of the existing Confidential Schedule of Benefits and Policies adopted by Resolution No. 2021-228 dated November 9, 2021, to include all approved Confidential Salaries
- H. *Removed for separate consideration*

The following items were removed from the Consent Calendar for separate consideration:

- 6D Awarding a Retainer Agreement with GHD, Inc. of San Luis Obispo, California, for City Project No. 21-030 “RFQ for Traffic Engineering Services” in an amount not to exceed \$150,000 annually or \$600,000 in total

Council and Staff discussion included clarification on the services that would be provided by GHD Inc. Deputy Development Services Director Katie Quintero said that this company would not be replacing staff, but only providing professional expertise.

Mayor Bublak adjourned to the Special City Council Meeting at 6:30 p.m.

Mayor Bublak reconvened the Regular City Council Meeting at 7:16 p.m.

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

Action: *Motion:* Awarding a retainer agreement with GHD, Inc. of San Luis Obispo, California, for City Project No. 21-030 “RFQ for Traffic Engineering Services” in an amount not to exceed \$150,000 annually or \$600,000 in total was introduced by Councilmember Monez, seconded by Councilmember Franco and carried 5/0 by the following vote:

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

- 6H Reaffirming the Proclamation of a Local Emergency by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services) in Response to a continuing Unsheltered Homeless Crisis (UHC) within the City of Turlock and Confirming Rules and Regulations No. 1 Made and Issued by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services)

Council and staff discussion included:

Councilmember Nosrati noted he would vote no on this matter until it is treated as an emergency.

Mayor Bublak opened public comment.

The following members of the public spoke:

Ron Bridegroom

Mayor Bublak closed public comment.

Councilmember Larson introduced a motion, seconded by Councilmember Nosrati, to approve the recommended action as written with an addition to have representatives from Emanuel Medical Center present to provide a COVID-19 update to the public.

Action: **Resolution No. 2021-248:** Reaffirming the Proclamation of a Local Emergency by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services) in Response to a continuing Unsheltered Homeless Crisis (UHC) within the City of Turlock and Confirming Rules and Regulations No. 1 Made and Issued by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services) with the addition of having representatives from Emanuel Medical Center present a COVID-19 update to the public. The motion was introduced by Councilmember Larson, seconded by Councilmember Nosrati, and failed 2/3 by the following vote:

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

Councilmember Monez made a motion to approve the recommended action as written in the staff report.

Action: **Resolution No. 2021-248:** Reaffirming the Proclamation of a Local Emergency by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services) in Response to a continuing Unsheltered Homeless Crisis (UHC) within the City of Turlock and Confirming Rules and Regulations No. 1 Made and Issued by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services) was introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 5/0 by the following vote:

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

7. **FINAL READINGS:** None

8. **PUBLIC HEARINGS:** None

9. **ACTION ITEMS:**

A. Deputy Director of Development Services Katie Quintero presented the staff report on the request to approve Amendment 1 to the agreement between City of Turlock and Michael Baker International, Inc. (City Contract No. 2022-45) in the amount of \$1,408,105.35 for City Project No. 22-001 “Design of Projects for 2022 Construction for Roads Program” and to approve a 10% contingency in the amount of \$140,000 for potential unanticipated changes in the scope of services and to authorize staff to proceed with advertising, for construction upon completion of bid documents and to appropriate \$1,548,106 to account number 118-10-115-800.43366 001 Roads Program “Design MBI” to be funded from Fund 118 “Measure A” unassigned reserves to provide the necessary funding.

Councilmember Monez left the dais at 7:28 pm & returned at 7:31 pm

Council and staff discussion included clarification on the two different road sections, the streets needing to be ADA compliant, and how the pricing and staffing hours for the project are determined.

Mayor Bublak opened public comment.

The following members of the public spoke:

Ron Bridegroom

Mayor Bublak closed public comment.

Concerns were made regarding the proposed costs of the road repairs and which roads are on the list to be repaired. Roads Program Manager Fred Pezeshk clarified the intention of this item is for the approval of the advertising for construction for the Roads Program and not for the construction itself.

Councilmember Larson made a motion to go out to bid instead of utilizing Michael Baker.

Action: Motion: Motion by Councilmember Larson, seconded by Councilmember Nosrati, authorizing staff to proceed with going out to bid for advertising for construction, City Project No. 22-001 “Design of Projects for 2022 Construction for Roads Program” upon completion of bid documents. Motion fails 2/3 by the following vote:

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

Councilmember Franco motioned to approve the recommended motion and resolution.

Action: Motion: Motion by Councilmember Franco, seconded by Councilmember Monez approving Amendment No. 1 to the Agreement between the City of Turlock and Michael Baker International, Inc. (Walnut Creek, California office) for Professional Services (City Contract No. 2022-45) in the amount of \$1,408,105.35 (Fund 118 “Measure A”) for City Project No. 22-001 “Design of Projects for 2022 Construction for Roads Program” in a form approved by the City Attorney AND approving a 10% contingency in the amount of \$140,000 for potential unanticipated changes in the scope of services. Motion carried 4/1 by the following vote:

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

Action: Motion: Motion by Councilmember Franco, seconded by Councilmember Monez authorizing staff to proceed with advertising, for construction, City Project No. 22-001 “Design of Projects for 2022 Construction for Roads Program” upon completion of bid documents. Motion carried 4/1 by the following vote:

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

Action: Resolution: Motion by Councilmember Franco, seconded by Councilmember Monez appropriating \$1,548,106 to account number 118-10-115-800.43366_001 Roads Program “Design MBI” to be funded from Fund 118 “Measure A” unassigned reserves to provide the necessary funding for City Project No. 22-001 “Design of Projects for 2022 Construction for Roads Program”. Motion carried 4/1 by the following vote:

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

B. Interim Municipal Services Director Dan Madden presented the staff report to approve Amendment No. 2 with Carollo Engineers of Walnut Creek, California. Staff presented two different agreement options to the Mayor and Councilmembers. Option 1: Approving Amendment No. 2 with Carollo Engineers of Walnut Creek, California, in the amount of \$799,475 (Fund 410), bringing the contract total to \$1,767,849, for design, engineering services during construction, construction management services, and SCADA programming and integration services for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF" OR Option 2: Approving Amendment No. 2 with Carollo Engineers of Walnut Creek, California, in the amount of \$145,843 (Fund 410), bringing the contract total to \$1,114,247, for design, engineering services during construction, construction management services, and SCADA programming and integration services for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF".

Mayor Bublak announced there was a green sheet on this matter.

Council and staff discussed the various options provided to the City Council by City Staff.

Mayor Bublak opened public comment

The following members of the public spoke:

Ron Bridegroom

Mayor Bublak closed public comment.

Councilmember Larson made a motion to table this item until the next meeting to allow more time to read the changes made by the green sheet.

Action: Motion: Motion by Councilmember Larson, seconded by Councilmember Nosrati, requesting to continue this item until the February 8, 2022 Regular City Council Meeting. Motion failed 1/4 by the following vote:

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

Councilmember Monez made a motion to approve Option 1 as recommended.

Action: Motion: Motion to approve Option 1 by Councilmember Monez, seconded by Councilmember Franco, approving Amendment No. 2 with Carollo Engineers of Walnut Creek, California, in the amount of \$799,475 (Fund 410), bringing the contract total to \$1,767,849, for design, engineering services during construction, construction management services, and SCADA programming and integration services for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF". Motion carried 4/1 by the following vote:

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

- C. Fire Chief Botto/Chief Ernst presented the staff report to authorize Interim City Manager to execute an agreement in a form approved by the City Attorney, with the City of Modesto to provide fire administrative support services by a regional fire administration team by providing staff to fill the role and responsibilities of Fire Chief for the City of Turlock AND appropriate \$126,554.28 to account number 110-10-109.43060_000 "Contract Services General" from "Unrestricted General Fund Reserve" to fund fire administrative services with the City of Modesto.

Mayor Bublak announced there was a green sheet on this matter.

Chief Botto read the green sheet into the record, which was a letter of agreement from the Turlock Firefighters Association L2434.

Councilmember Franco left the dais at 8:55 pm & returned at 8:57 pm.

Council and staff discussed the City of Modesto being able to provide a designated COVID EOC, as well as being contracted with First Alarm & Wellness regarding COVID, as well as a discussion related to wanting to keep Fire Services within Turlock.

Mayor Bublak opened public comment

The following members of the public spoke:

Ron Bridegroom
 Carrie Dompe

Mayor Bublak closed public comment.

Additional Council and staff discussion included the financial analysis, and that Turlock will not be closing any fire stations.

Councilmember Nosrati and Councilmember Larson stated that the City should wait until City Management is in place before making a final decision.

Action: **Motion:** Motion by Councilmember Monez, seconded by Councilmember Franco, authorizing Interim City Manager to execute an agreement in a form approved by the City Attorney, with the City of Modesto to provide fire administrative support services by a regional fire administration team by providing staff to fill the role and responsibilities of Fire Chief for the City of Turlock. Motion carried 4/1 by the following vote:

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

Resolution: Motion by Councilmember Monez, seconded by Councilmember Franco, appropriating \$126,554.28 to account number 110-10-109.43060_000 “Contract Services General” from “Unrestricted General Fund Reserve” to fund fire administrative services with the City of Modesto. Motion carried 4/1 by the following vote:

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

- D. Community Housing Programming Supervisor Maria Ramos presented the staff report requesting to reassign the lead entity of the City of Turlock/Stanslaus County HOME Consortium to Stanislaus County and have Turlock remain as a member City OR disband the City of Turlock/Stanslaus HOME Consortium OR apply as a single Participating Jurisdiction OR Turlock continue as the Lead Entity for the City of Turlock/Stanslaus HOME Consortium.

Mayor Bublak announced there was a green sheet on this matter.

Mayor Bublak left the dais at 10:00 pm & returned at 10:03 pm.

Mayor Bublak opened public comment

The following members of the public spoke:

Angela Freitas, Stanislaus County
 Maris Turpin
 Julie Fox
 Tinna Savini
 Carrie Dompe
 Linda Lopes Murphy Esquer

Mayor Bublak closed public comment.

Additional Council and staff discussion included funding threshold for Option 3.

Councilmember Franco shared various concerns regarding the Home Consortium and made a motion for Option 1 to have Stanislaus County take over as management authority, but wanted to add a caveat to have a forensic/HUD audit.

Councilmember Larson shared her concerns regarding Turlock being the only city in Stanislaus County that is utilizing these funds. Community Housing Program Supervisor Maria Ramos explained that other cities just haven't asked for any funding. All they would need to do is ask for it.

Councilmember Monez seconded Councilmember Franco's motion for Option 1 to have Stanislaus County take over as the Home Consortium management authority with the caveat to have a forensic/HUD audit.

There was discussion regarding limiting the lead entity renewable agreement to one year.

Action: Motion: Motion by Councilmember Franco, seconded by Councilmember Monez, to authorize Staff to move toward Option 1: Reassigning the lead entity of the City of Turlock/Stanislaus County HOME Consortium to Stanislaus County and have Turlock remain as a member City, and to assess the downside of the financial risk/legacy cost that it would have on the General Fund, as well as authorize Staff to explore whether there can be a 1-year term on the Home Consortium lead entity renewable agreement. Motion carried 3/2 by the following vote:

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

- E. Finance Director Isaac Moreno presented the staff report requesting to authorize Interim City Manager to execute an agreement with Opportunity Stanislaus to develop and manage Business Development and Assistance Program AND approve a Service Agreement between the City of Turlock and Opportunity Stanislaus for the Business Development and Assistance Program and appropriating \$481,338 from Fund 119 [American Rescue Plan Act (ARPA)] Unassigned Reserves to Expense Account Number 119-10-118.43060_047 "Contract Services Business Dev. And Assist Program".

There was discussion regarding how to get the community engaged in a program like this.

Mayor Bublak opened public comment

The following members of the public spoke:

Ron Bridegroom
 Cheryl

Mayor Bublak closed public comment.
 Council discussed how this would be great for Turlock and a great way to utilize ARPA funds.

Mayor Bublak and Councilmember Franco talked about hosting a summit in District 4 to discuss various ways ARPA money can be spent.

Mayor Bublak stated that Opportunity Stanislaus will assist the struggling businesses of Turlock.

Action: Motion: Motion by Councilmember Monez, seconded by Councilmember Franco, Authorizing Interim City Manager to execute an agreement with Opportunity Stanislaus to develop and manage Business Development and Assistance Program. Motion carried 4/1 by the following vote:

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

Resolution: Motion by Councilmember Monez, seconded by Councilmember Franco, approving a Service Agreement between the City of Turlock and Opportunity Stanislaus for the Business Development and Assistance Program and appropriating \$481,338 from Fund 119 [American Rescue Plan Act (ARPA)] Unassigned Reserves to Expense Account Number 119-10-118.43060_047 “Contract Services Business Dev. And Assist Program”. Motion carried 4/1 by the following vote:

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

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. Municipal Services Department (*Madden*)
 - 1. A written Municipal Services Department update was provided in the agenda packet related to transitioning over to Sodium Hypochlorite for disinfection purposes, partnering with UC Merced in tracking the COVID-19 pandemic, completion of the City’s Environmental Laboratory Accreditation Program certified lab audit in December, and Go Green Week 2022 is scheduled for March 14th - 18th.

- B. Fire Department (*Botto*)
 - 1. A written Fire Department update was provided in the agenda packet related to the different training and activities the department has participated in, a COVID-19 update, as well as all of the different types of emergency calls the department has responded to for 2021.

- C. City Manager (*Eddy*)
 - 1. A written Administration update was provided in the agenda packet related to the City Hall modified reopening.

11. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None

12. AD HOC COMMITTEE REPORTS: None

13. 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.

Councilmember Nosrati stated that the City Council should not be focusing on what City Staff is doing, but rather city policy that will help the city grow.

Councilmember Monez stated that she will be having a townhall meeting in District 2, Monday Jan. 31st, 2022, at 7:00pm at the Sikh Temple. COVID screening will be taking place at the door. She said she wanted to hear from District 2 residents.

Mayor Bublak gave her condolences to Mrs. Kofitnow because Ron Kofitnow passed away. She said that he had served as Chairman on the Measure A Committee.

Mayor Bublak stated that she wanted to get an update on AMR.

Council and staff discussed the second portion of the RAD Card funds.

14. CLOSED SESSION:

Deputy City Clerk Lisa Schimmelfennig introduced the Closed Session Items.

A. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)
“For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.”
Potential Case(s): (1 case)

B. Public Employee Appointment, Cal. Gov't Code §54957(b)(1)
Title: City Manager

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 Negotiator: Mayor Amy Bublak
Unrepresented Employee(s): City Manager

15. REPORTS FROM CLOSED SESSION

Mayor Bublak indicated no action was taken during Closed Session.

16. ADJOURNMENT

Mayor Bublak adjourned the special meeting at 11:53 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Lisa Schimmelfennig, Deputy City Clerk

0. A. **CALL TO ORDER** – Mayor Bublak called the meeting to order at 6:30 p.m.

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

1. **COMMUNITY FORUM - REDISTRICTING:**

A. Jeff Tilton from National Demographics Corporation (NDC) provided background information and updates regarding the City of Turlock Redistricting process including providing the four map options provided by the public, two maps provided by NDC, and the current district map if the City Council decides to stay with the current boundaries.

Recommended Action:

No formal action. Informational item only.

Council discussed how some of the maps drastically changed. They stated that they would like to keep the population distribution as close to what it is currently.

Mayor Bublak opened the public comment period. The following members of the public spoke:

Milt Trieweiler
Tinna Savini
Ron Bridegroom
Cheryl

Mayor Bublak closed the public comment period.

Council discussion included additional comments regarding the different maps presented.

Mayor Bublak closed the public forum.

2. **ADJOURNMENT:**

Mayor Bublak adjourned the special meeting at 6:44 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Lisa Schimmelfennig, Deputy City Clerk

City Council Staff Report

February 8, 2022



From: Katie Quintero
Deputy Director of Development Services / Planning Manager

Prepared by: Randall Jones, Associate Engineer

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the advertisement for construction bids for City Project No. 20-002 "Southwest Quadrant Road Rehabilitation"

2. SYNOPSIS:

This action approves the advertisement for construction bids for City Project No. 20-002 "Southwest Quadrant Road Rehabilitation."

3. DISCUSSION OF ISSUE:

City Council authorized this project as part of the 60/20/20 funding allocation of road funds in October 2019 for Measure L projects. The 60/20/20 funding allocation refers to the utilization of 60% of the available funds on residential streets, 20% on collector and 20% on arterial. The classifications are identified by the StreetSaver, the California Road Systems and the City's General Plan.

Construction drawings and specifications have been prepared by a design consultant and are ready to be bid for construction for City Project No. 20-002 "Southwest Quadrant Road Rehabilitation." The project will rehabilitate aged pavement on multiple roads in the southwest quadrant of Turlock and will include construction of accessible pedestrian ramps within the footprint of the road work, installing infill curb, gutter, sidewalk, and driveway approaches in select areas, and placement of new traffic striping.

The road segments to be rehabilitated are:

- Alaska Street from West Main Street to Flower Street
- West Avenue North from West Main Street to Park Street
- Florence Street from West Avenue North to Grant Street
- Sunnyside Street from Vermont Avenue to Spruce Street
- S. Orange Street from Castor Avenue to South Avenue

Staff requests City Council authorization to advertise City Project No. 20-002 "Southwest Quadrant Road Rehabilitation" for construction bids.

4. BASIS FOR RECOMMENDATION:

A. Per Resolution 2009-247, City Council authorization is required to advertise projects when the estimated construction costs exceed one million dollars.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

The total estimated project costs are displayed below:

Engineer's Estimate of Construction Contract	\$ 1,000,000
Construction Contingency	\$ 100,000
Construction Engineering	\$ 100,000
Construction Surveying	\$ 55,000
Materials Testing	\$ 50,000
Estimated Project Costs Total	\$ 1,305,000

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

Measure L will provide all funding for this project. No action related to funding is needed at this time. Staff will provide complete funding information when requesting approval of the construction agreement and estimated costs are further refined after opening bids and executing service requests with retained consultants for construction surveying and materials testing services.

6. STAFF RECOMMENDATION:

Staff recommends the advertisement of the project for construction bids.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

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

9. ALTERNATIVES:

- A. Council could choose to not authorize City staff to advertise the project. Staff does not recommend this alternative because the project plans are complete and ready to be advertised.

Site Map
For
City Project No. 20-002 "Southwest Quadrant Road Rehabilitation"



City Council Staff Report

February 8, 2022



From: Katie Quintero
Deputy Director of Development Services / Planning Manager

Prepared by: Randall Jones, Associate Engineer

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the advertisement for construction bids for City Project No. 20-031 "Hedstrom Road Rehabilitation"

2. SYNOPSIS:

This action approves the advertisement for construction bids for City Project No. 20-031 "Hedstrom Road Rehabilitation."

3. DISCUSSION OF ISSUE:

Construction drawings and specifications have been prepared by a design consultant and are ready to be bid for construction for City Project No. 20-031 "Hedstrom Road Rehabilitation." The project will rehabilitate aged pavement on Hedstrom Road and will include construction of accessible pedestrian ramps within the footprint of the road work, removing valley gutters and installing storm drain improvements, and new traffic striping.

Staff requests City Council authorization to advertise City Project No. 20-031 "Hedstrom Road Rehabilitation." for construction bids.

4. BASIS FOR RECOMMENDATION:

A. Per Resolution 2009-247, City Council authorization is required to advertise projects when the estimated construction costs exceed one million dollars.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

The total estimated project costs are displayed below:

Engineer's Estimate of Construction Contract	\$ 900,000
Construction Contingency	\$ 90,000
Construction Engineering	\$ 90,000
Construction Surveying	\$ 35,000
<u>Materials Testing</u>	<u>\$ 30,000</u>
Estimated Project Costs Total	\$ 1,145,000

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

The project is partially funded through a federal Surface Transportation Improvement Program (STIP) grant. The federal grant is \$874,236. It is anticipated that Measure L will be used to provide the balance of funding not provided through the federal grant. No action related to funding is needed at this time. Staff will provide complete funding information when requesting approval of the construction agreement and estimated costs are further refined after opening bids and executing service requests with retained consultants for construction surveying and materials testing services.

6. STAFF RECOMMENDATION:

Staff recommends the advertisement of the project for construction bids.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

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

9. ALTERNATIVES:

- A. Council could choose to not authorize City staff to advertise the project. Staff does not recommend this alternative because the project plans are complete and ready to be advertised.

Site Map
for
City Project No. 20-031 "Hedstrom Road Rehabilitation"



City Council Staff Report

February 8, 2022



From: Katie Quintero
Deputy Director of Development Services / Planning Manager

Prepared by: Randall Jones, Associate Engineer

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the advertisement for construction bids for City Project No. 21-018 "Lander Avenue Rehabilitation between D St. and SR-99"

2. SYNOPSIS:

This action approves the advertisement for construction bids for City Project No. 21-018 "Lander Avenue Rehabilitation between D St. and SR-99"

3. DISCUSSION OF ISSUE:

In 2010, the City was awarded a federal grant to prepare "shovel-ready" road rehabilitation projects to be constructed over the course of ten (10) years. These design projects were a creative opportunity to utilize federal funds that would have otherwise been lost due to the timeframes to obligate such funds. The initial design work was completed by the City when there was available staff to perform project design of this magnitude and resulted in 85% complete plans, consisting of pavement rehabilitation and new concrete pedestrian access ramps only. No federal funds remained of the awarded federal grant to complete design or advance to construction.

On May 25, 2021, Council approved using Measure L funds for the completion of the design and discussed using Measure A funds for construction. During the Council meeting, Council directed staff to include a concrete median, provide additional street lighting, correct known drainage problems, and otherwise bring the road into compliance with current City standards. Council also expressed interest in the potential for bicycle lanes and staff responded that bicycle lanes would be included if there was sufficient road width.

In the time since the May 25, 2021 meeting, staff has revised the previous design and the project is now ready to be advertised for construction bids. Staff confirmed that bike lanes would only be possible to be added if on-street parking or the concrete median were eliminated. Businesses along Lander Avenue have parking lots, but cars do park in front of the businesses. Additionally, there are homes on Lander

Avenue that also utilize the on-street parking. Due to the road classification of Lander Avenue bike lanes are not identified in the General Plan and therefore, staff does not recommend that on-street parking or the concrete median be eliminated to add bike lanes. The design does include the addition of a pedestrian activated rectangular rapid flashing beacon crossing with pedestrian refuge within the median area at Lander Avenue and Bernell Avenue.

Overall the project scope of work consists of:

- 3,483 linear feet of vertical median curb with landscaping
- 11,000 square feet of sidewalk including 18 access ramps
- 1,236 square feet of residential driveway
- Fire hydrants and street lights as needed to meet City Standards
- Pavement rehabilitation
- Striping and signage
- Traffic signal loop replacements
- Pedestrian activated rectangular rapid flashing beacon crossing with pedestrian refuge within median area at Lander Avenue and Bernell Avenue

The design of City Project No. 21-018 “Lander Avenue Rehabilitation between D St. and SR-99” is complete, and the project is ready to be advertised for construction bids.

4. BASIS FOR RECOMMENDATION:

A. Per Resolution 2009-247, City Council authorization is required to advertise projects when the estimated construction costs exceed one million dollars.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

The total estimated construction costs are displayed below:

Engineer’s Estimate of Construction Contract	\$ 2,300,000
Construction Contingency	\$ 230,000
Construction Engineering	\$ 125,000
Caltrans Encroachment Permit Fees	\$ 5,000
Construction Surveying	\$ 55,000
Materials Testing	\$ 50,000
Estimated Construction Costs Total	\$ 2,765,000

The estimated project costs listed above will be revised to reflect actual contract costs with the future staff report requesting approval of the award of bid of the construction contract. Per Council’s approval, Measure L was used to complete the design work. No action related to funding is needed at this time. Staff will provide complete funding

information when requesting approval of the construction agreement and estimated costs are further refined after opening bids and executing service requests with retained consultants for construction surveying and materials testing services.

6. STAFF RECOMMENDATION:

Staff recommends the advertisement of the project for construction bids.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

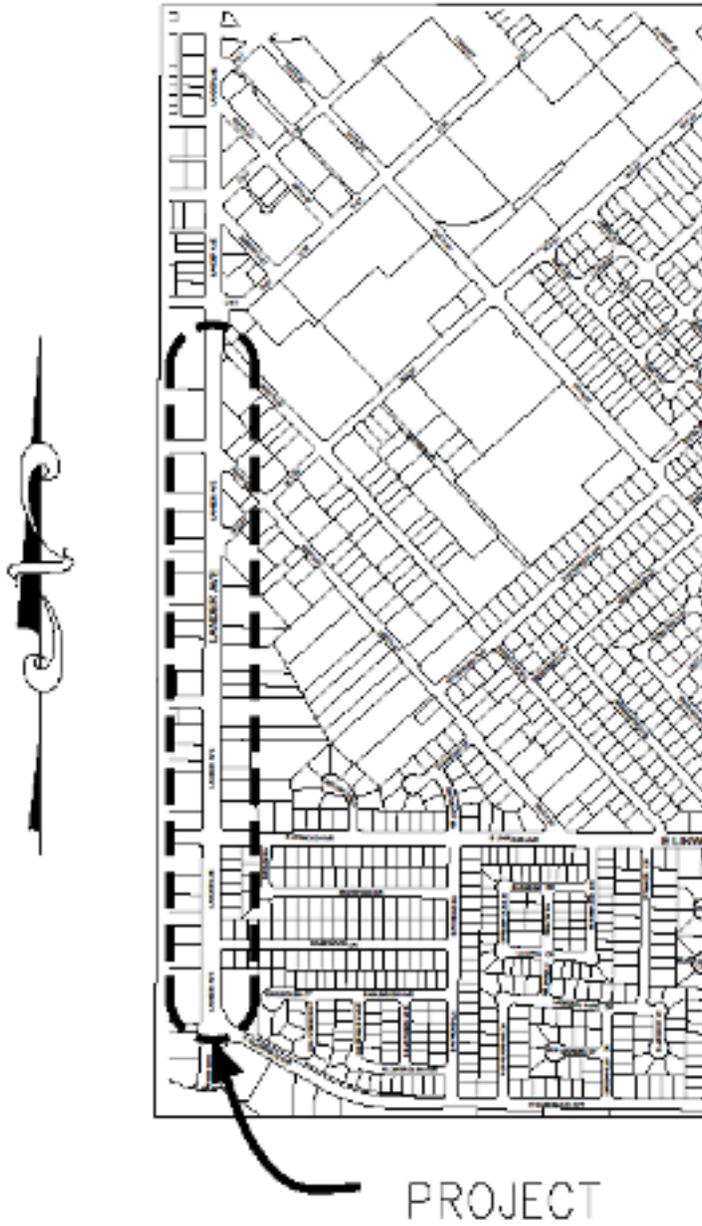
8. ENVIRONMENTAL DETERMINATION:

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

9. ALTERNATIVES:

- A. Council could choose to not authorize City staff to advertise the project. Staff does not recommend this alternative because the project plans are complete and ready to be advertised.
- B. Council could choose to not install a concrete median or remove on-street parking in favor of bike lanes. Staff does not recommend this alternative as bike lanes are not identified in the General Plan on this section of roadway and concrete medians effectively separate the two directions of traffic and homes and businesses currently utilize on-street parking on Lander Avenue.

Site Map
for
City Project No. 21-018
"Lander Avenue Rehabilitation between D St. and SR-99"





City Council Staff Report

February 8, 2022

From: Dan Madden, Interim Municipal Services Director

Prepared by: Danae Lawrence, Staff Services Analyst

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to Agreement No. 2022-0001 between the City of Turlock and Citizen Communications, LLC dba Recyclist (Recyclist) for Solid Waste Compliance Program Tracking to include modifications within the attached Addendum as agreed upon between the City and Recyclist and in a form approved by the City Attorney.

2. SYNOPSIS:

Approve Amendment No. 1 to the Agreement No. 2022-0001 to include modifications to the attached Addendum.

3. DISCUSSION OF ISSUE:

Recyclist is a database program tracker that can be completely customized to Turlock's needs in regards to solid waste and recycling customer account data. Recyclist has worked directly with Cal Recycle and is formatted to meet their reporting requirements successfully. Utilizing Recyclist for the management of regulatory compliance and outreach for commercial and multi-family waste generators will ensure Turlock's success and compliance with Cal Recycle and all of the required reporting regulations for each of the recycling and organics recycling unfunded mandates, thus avoiding penalties from the state for non-compliance.

On September 28, 2021, City Council approved City Contract No. 2022-0001 with Recyclist for Solid Waste Compliance Program Tracking. The term of the Agreement is for three (3) years. The City's total compensation for City Contract No. 2022-0001 is not to exceed \$38,710.

After City Council approval of City Contract No. 2022-0001, Recyclist requested modifications to the attached Addendum to City of Turlock Agreement for Services.

Staff worked with the City Attorney's office to review the requested modifications from Recyclist. Staff is proposing the changes noted in this Amendment No.1.

The changes requested by Recyclist do not affect the agreed upon contract pricing.

4. BASIS FOR RECOMMENDATION:

- A. City Council approved Agreement No. 2022-0001 with Recyclist on September 28, 2021 for Solid Waste Compliance Program Tracking services for a period of three (3) years, in an amount not to exceed \$38,710.
- B. Recyclist requested modifications noted in Amendment No. 1 to the Agreement No. 2022-0001, staff has worked with the City Attorney's office to review these requested changes.

5. FISCAL IMPACT / BUDGET AMENDMENT:

N/A

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. The City Council could elect not to approve Amendment No. 1 to Agreement No. 2022-001 with Recyclist. This alternative is not recommended because the modifications to the Addendum to City of Turlock Agreement for Services was requested by Recyclist to continue services. Staff desire to maintain the Agreement No. 2022-0001 with Recyclist for accurate program management and compliance with Cal Recycle.



AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
CITIZEN COMMUNICATIONS, LLC DBA RECYCLIST
for
SOLID WASTE COMPLIANCE PROGRAM TRACKING
CONTRACT NO. 2022-0001

THIS AMENDMENT NO. 1, dated February 8, 2022, is entered into by and between the **CITY OF TURLOCK**, a California municipal corporation (hereinafter "CITY") and **CITIZEN COMMUNICATIONS, LLC DBA RECYCLIST**, 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. 1.

WHEREAS, the Parties hereto previously entered into an Agreement dated September 28, 2021, for Solid Waste Compliance Program Tracking (hereinafter the "Agreement").

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

1. Section 1(h) of the Addendum is amended to read as follows:

(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 request of City, 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.

2. Section 1(n) of the Addendum is deleted in its entirety.
3. Section 4 of the Addendum is deleted in its entirety.

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

CITIZEN COMMUNICATIONS, LLC DBA RECYCLIST

By: _____
Sarah Tamey Eddy, Interim City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

By: _____
Dan Madden, Interim Municipal Services Director

Date: _____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, Interim City Clerk



SAAS SERVICES ORDER FORM

Customer: City of Turlock	Contact: Danae Lawrence
Address: 156 S. Broadway, Ste. 270	Phone: 209-668-5590, ext. 4424
Turlock, CA 95380	E-Mail: DLawrence@turlock.ca.us
Services: Recyclist Program Tracker and Ultimate Recycling Guide (the "Service(s)").	Initial Service Term: 36 months, commencing upon completion of implementation.
<p>Services Fees \$19,900 Base Annual Program Tracker Subscription Fee <u>\$12,000 Base Annual Ultimate Recycling Guide Subscription Fee</u> - \$3,190 3-Year Term 10% Discount \$28,710 Total Annual Subscription Fee</p> <p>Base Annual Subscription Fee billed upon completion of Implementation Services, subject to the terms of Section 4 herein. Additional Data Import Fees billed upon receipt of each data set, subject to the terms of Section 4 herein.</p>	
<p>Service Capacity: Management of regulatory compliance and outreach for commercial and multi-family waste generators within the City of Turlock.</p>	
<p>Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.</p> <p>Implementation Fee (one-time): \$10,000</p>	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this 15th day of December 2021 (the "Effective Date") between Citizen Communications, LLC dba Recyclist with a place of business at 12313 Soaring Way, Suite 1D, Truckee CA 96161 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form unless expressly identifying this Agreement, specifically referencing the provisions of this Agreement to be altered or superseded and signed by the parties after the date hereof.

Signatures on following page

CITY OF TURLOCK, a California municipal corporation

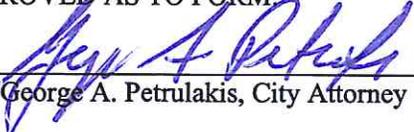
By: 
Sarah Tamey Eddy, Interim City Manager

Date: 1/14/2023

APPROVED AS TO SUFFICIENCY:

By: 
Dan Madden, Interim Municipal Services Director

APPROVED AS TO FORM:

By: 
George A. Petrulakis, City Attorney

ATTEST:

By: 
Kellie Weaver, Interim City Clerk

Citizen Communications, LLC dba Recyclist

By: 

Title: Managing Member

Print name: Emily Coven

Date: 12/17/2021

TERMS AND CONDITIONS

SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation."

Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with its intended functionality and all applicable laws and regulations. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer is responsible for maintaining the confidentiality of the passwords assigned to Customer and its users. Customer will immediately notify Company if it becomes aware that a password is lost, stolen, disclosed to an unauthorized third party, or otherwise compromised. Company will be responsible for any and all activities made pursuant to the licenses granted to Customer's hereunder and any of its users' or Equipment or the access credentials to the Services. Customer shall, and shall ensure its users, use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Company promptly of any unauthorized access or use. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business

(hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described

in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.3 Following the Initial Service Term, the annual subscription fee shall automatically increase (and annually thereafter) by an amount equal to the greater of five percent (5%) or one hundred percent (100%) of the percentage increase in the Consumer Price Index, Urban Consumers, All Cities Average 1982-84 Equals 100, (CPI-U) during the prior calendar year as published by the U.S. Department of Labor or any successor index, compounded annually from the Effective Date.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall indemnify Customer from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and

all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (a) not supplied by Company, (b) made in whole or in part in accordance with Customer specifications, (c) that are modified after delivery by Company, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (f) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (i) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (ii) obtain for Customer a license to continue using the Service, or (iii) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

8.1 Customer acknowledges, understands and agrees that Company utilizes third party hardware, software and hosting solutions in connection with the Services ("Third Party Solutions") in order to economically provide the Services to Customer. Customer recognizes that the quality of the Services is dependent upon such Third Party Solutions and that Company does not have nor exercise significant bargaining power with such Third Party Solutions so as to reasonably control the Customer's experience resulting from such Third Party Solutions, and therefore notwithstanding any other provision of this Agreement to the contrary, agrees that Company shall not be liable or in breach of this Agreement to the extent such liability or breach is the result of the acts or omissions of Third Party Solutions or their providers.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING

BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUBJECT TO THE INDEMNIFICATION OBLIGATIONS OF COMPANY HEREUNDER.

9.

MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

EXHIBIT A

Program Tracker Statement of Work

Implementation of the Recyclist Program Tracker includes:

- Configuring data import process to align with Customer's data and programmatic objectives
- Importing initial compliance records
- Setting up user accounts and permissions
- Customizing database fields to meet reasonable customer needs
- Customizing reports to meet reasonable customer needs

Base subscription includes:

- Commercial and multi-family generator database for tracking:
 - Service levels
 - Contact information
 - AB 1826 & AB 341 compliance
 - SB 1383 compliance (rolling out in phases)
 - Log of all outreach activities

- CRM features to schedule and track outreach to commercial generators, including:

- Site Visits
 - Phone Calls
 - Emails
 - Photos taken
 - Task lists and calendars
 - Task reminders and summaries
-
- Customization of standard forms and reports to meet reasonable customer needs, such as:
 - Tracking local programs and pilot projects
 - Tracking compliance with state, regional and/or local ordinances
 - Complex customization projects necessitating new forms and/or reports may require additional professional services. Any additional consulting, training, development, configuration, development and/or integration services may be out of scope and subject to Company agreeing to provide such services pursuant to a change order to this SOW.
-
- Reports in list and/or graph format, with ability to search, sort and filter, and to export to Excel, PDF, or image file
 - Cloud-based database that syncs data across all users in real time
 - Web-based application, with mobile app for iOS and Android (requires internet connection)
 - Secure web hosting with weekly backups
 - Support via email, Monday-Friday 9am-5pm PT
 - Support via phone by appointment
 - Unlimited users

Data Import includes:

- Processing and importing a single-tab Excel worksheet or CSV file
- For service record data imports:
 - Importing new accounts, identifying possibly closed accounts and service-level changes
 - Updating generator compliance statuses to align with new data

- Custom Data Template Surcharge applicable to any Data Imports not delivered in the standard Recyclist Service Record Template

13090458_v7

Ultimate Recycling Guide Statement of Work

- **Recycling Guide**
 - Recycling Guide offering tips on reusing, reducing, and recycling 300+ items
 - Localized information about drop-off and collection programs
 - National information about drop-off and mail-in programs
 - Code that any city, hauler, or other organization can embed within their own website. More details at www.recyclist.co/guide

- **Accessibility**
 - Fully accessible and designed to work across all desktop and handheld devices
 - Compliant with Section 508 of the U.S. Rehabilitation Act (29 U.S.C. § 794d)

- Supported in 15 languages via Google Translate
- **Reporting**
 - Statistics reported quarterly on guide visits and most popular guide pages
 - Direct access to Google Analytics upon request
- **Support**
 - Online knowledge base (user guide) to back end administrative tools
 - Support via email, Monday-Friday 9am-5pm PT
 - Support via phone by appointment
- **TERMS OF SERVICE AND PRIVACY POLICY**
- By signing this agreement, Customer hereby acknowledges and agrees that Customer shall be bound by and adhere to the Recyclist.co Terms of Service (<http://recyclist.co/tos>) and Recyclist.co Privacy Policy (<http://recyclist.co/privacy>), as in effect and published at Recyclist.co by Citizen Communications, LLC, at any time.

**ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES**

Contractor: Citizen Communications, LLC dba Recyclist Date: 12/15/2021

City Contract No. 2022-0001 Scope of Work: _____

1. INSURANCE:

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

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

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

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

(d) Cyber Liability Insurance: When applicable, Contractor must carry Cyber Liability Insurance with limits not less than two million dollars (\$2,000,000) per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information,

**ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES**

Contractor: Citizen Communications, LLC dba Recyclist **Date:** 12/15/2021

City Contract No. 2022-0001 **Scope of Work:** _____

extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

(f) **Contractors Pollution Insurance:** When applicable, Pollution Coverage shall be provided on a Contractors Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than one million dollars (\$1,000,000) per claim. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

(g) **Professional Liability Insurance:** When applicable, Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with 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 Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(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) Contractor 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:

**ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES**

Contractor: Citizen Communications, LLC dba Recyclist **Date:** 12/15/2021

City Contract No. 2022-0001 **Scope of Work:** _____

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

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Contractor shall provide City 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:** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

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

**ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES**

Contractor: Citizen Communications, LLC dba Recyclist **Date:** 12/15/2021

City Contract No. 2022-0001 **Scope of Work:** _____

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

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

2. INDEMNIFICATION:

Indemnity for Professional Liability: When the law establishes a professional standard of care for CONTRACTOR's Services, to the fullest extent permitted by law, CONTRACTOR shall indemnify, protect, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers 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 CONTRACTOR (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the CONTRACTOR (and its Subcontractors) and the CITY in the performance of professional services under this Agreement. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR or by any individual or agency for which CONTRACTOR is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of CONTRACTOR.

3. TERM: The term of this Agreement shall be effective 12/15/2021 and end 12/15/2024, subject to CITY's availability of funds.

4. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONTRACTOR.

5. CONFLICT: Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

6. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon issuing an "Election

**ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES**

Contractor: Citizen Communications, LLC dba Recyclist Date: 12/15/2021
City Contract No. 2022-0001 Scope of Work: _____

to Extend Agreement" letter executed by the City Manager to CONTRACTOR thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONTRACTOR will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONTRACTOR's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

7. GOVERNING LAW: This Agreement shall be interpreted, construed, and governed according to the laws of the State of California, and venue for all actions arising from or related to this Agreement shall be in the County of Stanislaus, State of California.

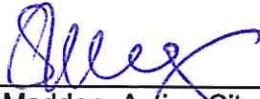
8. CONTRACT ADMINISTRATOR: The CITY's contract administrator and contact person for this Agreement is:

Danae Lawrence
City of Turlock
Municipal Services Department
156 S. Broadway, Suite 270, Turlock, California 95380-5456

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

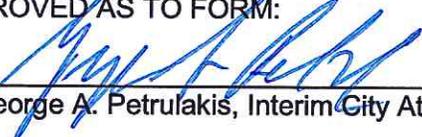
CITY OF TURLOCK, a municipal corporation

**Citizen Communications, LLC dba
Recyclist**

By: 
~~Dan Madden, Acting City Manager~~
Sarah Tammy Eddy, Interim City Manager
Date: 1/3/2022

By: 
Title: Managing Member

APPROVED AS TO FORM:

By: 
George A. Petrulakis, Interim City Attorney

Print name: Emily Coven
Date: 12/17/2021

ATTEST:

By: 
Kellie Weaver, Interim City Clerk

EXHIBIT A

Program Tracker Statement of Work

Implementation of the Recyclist Program Tracker includes:

- Configuring data import process to align with Customer's data and programmatic objectives
- Importing initial compliance records
- Setting up user accounts and permissions
- Customizing database fields to meet reasonable customer needs
- Customizing reports to meet reasonable customer needs

Base subscription includes:

- Commercial and multi-family generator database for tracking:
 - Service levels
 - Contact information
 - AB 1826 & AB 341 compliance
 - SB 1383 compliance (rolling out in phases)
 - Log of all outreach activities
- CRM features to schedule and track outreach to commercial generators, including:
 - Site Visits
 - Phone Calls
 - Emails
 - Photos taken
 - Task lists and calendars
 - Task reminders and summaries
- Customization of standard forms and reports to meet reasonable customer needs, such as:
 - Tracking local programs and pilot projects
 - Tracking compliance with state, regional and/or local ordinances
 - Complex customization projects necessitating new forms and/or reports may require additional professional services. Any additional consulting, training, development, configuration, development and/or integration services may be out of scope and subject to Company agreeing to provide such services pursuant to a change order to this SOW.
- Reports in list and/or graph format, with ability to search, sort and filter, and to export to Excel, PDF, or image file
- Cloud-based database that syncs data across all users in real time
- Web-based application, with mobile app for iOS and Android (requires internet connection)
- Secure web hosting with weekly backups
- Support via email, Monday-Friday 9am-5pm PT
- Support via phone by appointment
- Unlimited users

Data Import includes:

- Processing and importing a single-tab Excel worksheet or CSV file
- For service record data imports:
 - Importing new accounts, identifying possibly closed accounts and service-level changes
 - Updating generator compliance statuses to align with new data
- Custom Data Template Surcharge applicable to any Data Imports not delivered in the standard Recyclist Service Record Template

Ultimate Recycling Guide Statement of Work

- **Recycling Guide**
 - Recycling Guide offering tips on reusing, reducing, and recycling 300+ items
 - Localized information about drop-off and collection programs
 - National information about drop-off and mail-in programs
 - Code that any city, hauler, or other organization can embed within their own website. More details at www.recyclist.co/guide
- **Accessibility**
 - Fully accessible and designed to work across all desktop and handheld devices
 - Compliant with Section 508 of the U.S. Rehabilitation Act (29 U.S.C. § 794d)
 - Supported in 15 languages via Google Translate
- **Reporting**
 - Statistics reported quarterly on guide visits and most popular guide pages
 - Direct access to Google Analytics upon request
- **Support**
 - Online knowledge base (user guide) to back end administrative tools
 - Support via email, Monday-Friday 9am-5pm PT
 - Support via phone by appointment
- **TERMS OF SERVICE AND PRIVACY POLICY**
- By signing this agreement, Customer hereby acknowledges and agrees that Customer shall be bound by and adhere to the Recyclist.co Terms of Service (<http://recyclist.co/tos>) and Recyclist.co Privacy Policy (<http://recyclist.co/privacy>), as in effect and published at Recyclist.co by Citizen Communications, LLC, at any time.



**WAIVER OF
INSURANCE PROVISIONS
in Contract No. 2022-001
between
THE CITY OF TURLOCK
and
Citizen Communications, LLC dba Recyclist**

The following insurance requirements set forth in the above-referenced Agreement have been waived for the stated reasons:

- 1. Automobile Liability Insurance:** Citizen Communications, LLC dba Recyclist will not be using an automobile as part of the work or services under this Agreement.

Dated: 05/05/2021

Contractor/Consultant/Supplier/Vendor

City Manager/Department Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450	CONTACT NAME: AP Intego Insurance Group, LLC PHONE (A/C No. Ext): 888-289-2939 E-MAIL ADDRESS: certs@apintego.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Citizen Communications LLC 10008 South East River St Truckee CA 96161	INSURER A : Travelers Property Casualty Company Of America INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
	NAIC # 25674	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A <input type="checkbox"/>	X UB7N365301	11/01/2021	11/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Waiver of Subrogation is granted in favor of City of Turlock - Municipal Services in regard to the Workers' Compensation.

CERTIFICATE HOLDER**CANCELLATION**

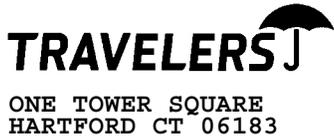
City of Turlock - Municipal Services 156 South Broadway Suite 270 Turlock CA 95380	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

Clear All



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 04 03 06 (01) – 003

POLICY NUMBER: UB-7N365301-21-42-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 5.00% OF THE CALIFORNIA WORKERS' COMPENSATION PREMIUM OTHERWISE DUE ON SUCH REMUNERATION.

SCHEDULE

PERSON OR ORGANIZATION

CITY OF TURLOCK 156 SOUTH BROADWAY TURLOCK, CA 95380

JOB DESCRIPTION

PROVIDING
SOFTWARE AS A
PRODUCT
REMOTELY



IMPORTANT NOTICE TO POLICYHOLDERS (CYBER RISK SUPPORT)

To Report Time Sensitive Cyber Security Incidents:

FirstResponse 24/7 Hotline:
800-370-0605

FirstResponse E mail:
FirstResponse@thehartford.com

Access to The Hartford Cyber Center

Thank you for choosing The Hartford to meet your cyber insurance needs. We recognize that that you are likely faced with complex challenges in a fast-evolving cyber landscape and – like many of your competitors – you’re looking to protect assets and manage comprehensive information security and privacy programs.

In addition to your cyber insurance policy, The Hartford provides you with access to a proprietary web portal that can help manage cyber-related exposures. Through *The Hartford Cyber Center*, policyholders can have access to more details on our **Cyber Services Portfolio**, which includes:

- A panel of third party incident response service providers
- Third party cybersecurity service providers and a list of approved services
- Risk management tools, including self-assessments, best practice guides, templates, and sample incident response plans
- White papers, blogs and webinars from leading privacy and security practitioners
- Up-to-date cyber-related news and events, including examples of privacy and security related events

To access *The Hartford Cyber Center*:

1. Visit www.thehartford.com/cybercenter
2. Enter policyholder information
3. Access code: 952689
4. Login to The Hartford Cyber Center

Please be advised of the following:

- *The Hartford Cyber Center* is a proprietary web portal exclusively provided to our valued policyholders. Please do not share the access code with anyone outside of your organization.
- Registration is required to access the *The Hartford Cyber Center*. While the policyholder can register as many users as necessary, risk managers, general counsel, security or privacy leaders are appropriate candidates for registration.
- *The Hartford Cyber Center* enables you to access third party service provider references and materials for educational purposes only. The Hartford does not specifically endorse any such service provider within *The Hartford Cyber Center* and hereby disclaims all liability with respect to use of, or reliance on, such service providers. All service providers are independent contractors and not agents or affiliates of The Hartford. The Hartford does not warrant the performance of the service providers. We strongly encourage all policyholders to conduct their own assessments of the service providers' services and the fitness or adequacy of such services for the particular policyholder's needs.
- Contacting a service provider about any issue does not constitute providing The Hartford with notice under your policy. Proper notice is just one important requirement of coverage.
- Please read your policy. All questions concerning the coverage terms, conditions and exclusions of your policy, including any policyholder obligations related thereto, should be addressed to your agent or broker.
- This Notice does not amend or otherwise affect the provisions of any insurance policy.

FailSafe®
GIGA
enterprise liability
Declarations Page

HARTFORD FIRE INSURANCE CO.,
HARTFORD PLAZA, HARTFORD, CT 06115
A stock insurance company, herein called the Insurer

THIS POLICY CONTAINS CLAIMS MADE COVERAGE, WHICH MEANS THAT CLAIMS MUST BE FIRST MADE DURING THE POLICY PERIOD. ALSO, COVERED CLAIM EXPENSES PAYABLE UNDER THE POLICY REDUCE AND MAY COMPLETELY EXHAUST THE LIMITS OF LIABILITY. PLEASE READ THE POLICY CAREFULLY AND DISCUSS IT WITH YOUR AGENT OR BROKER.

Policy Number: 46 TE 0291375-21

Renewal of Policy Number: 46 TE 0291375-20

Named Insured

CITIZEN COMMUNICATIONS LLC

Address

12242 BUSINESS PARK DR, STE 19
TRUCKEE, CA 96161

2. **Policy Period** Start Date 7/28/21 End Date 7/28/22
at 12:01 a.m. standard time at the address shown in item 1 above

3. **Retroactive Date** 7/28/15
If the space above is left blank, coverage does not apply to any **wrongful act** committed before the Start Date stated in item 2 above.

4. **Limits of Liability**

Each Wrongful Act Limit	2,000,000
Aggregate Limit	2,000,000

5. **Retention Each Wrongful Act** 10,000

6. **Premium** \$1,646.00

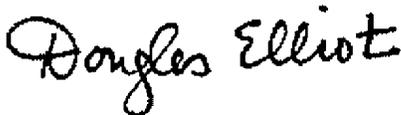
7. **Forms and Endorsements:** This Declarations page, the policy and endorsements listed below and all changes later added to the policy by **us** in written endorsements constitute the entire insurance policy: SEE FORM GU207 (SCHEDULE OF FORMS AND ENDORSEMENTS)

8. **Producer Name**

91676
BIN INSURANCE HOLDINGS LLC

Address

30 N LA SALLE ST STE 2500
CHICAGO, IL 60602



Countersignature
Authorized Representative

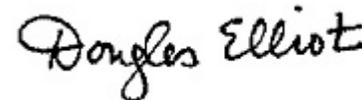
Date

ENDORSEMENT

This endorsement, effective on 7/28/21 at 12:01 A.M standard time, forms a part of

Policy No. 46 TE 0291375-21 of the HARTFORD FIRE INSURANCE CO.

Issued to CITIZEN COMMUNICATIONS LLC



Douglas Elliot, President

SCHEDULE

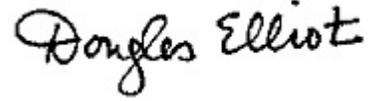
FS00G00700	10/16	FAILSAFE GIGA ENTERPRISE LIABILITY CONTENTS
FS00G00300	10/16	FAILSAFE GIGA ENTERPRISE LIABILITY
FS00G60700	10/16	INTELLECTUAL PROPERTY ENDORSEMENT - GIGA
FS00H02600	10/16	ADDRESS FOR WRONGFUL ACT OR CLAIM NOTIFICATION OR CORRESPONDENCE ENDORSEMENT
FS00H02800	07/18	OTHER INSURANCE AND PAYMENTS AVAILABLE TO YOU WHEN OTHER POLICY ISSUED BY US
FS00H03200	07/18	ENTERPRISE SERVICES AND TECHNOLOGY SERVICES FOR A FEE MODIFICATION ENDORSEMENT
FS00H13700	10/16	ASBESTOS EXCLUSION
FS00H14100	10/16	UNSOLICITED SENDING OF INFORMATION EXCLUSION
FS00H30100	10/16	ADDITIONAL YOU
FS00H32500	10/16	MULTIPLE RETROACTIVE DATE ENDORSEMENT - FOR EXPANDED PERILS
FS00H32900	10/16	PRIOR ACTS LIMIT RESTRICTION ENDORSEMENT (TWO LIMIT CHANGES)
FS00H35700	10/16	INDEPENDENT CONTRACTOR, TEMPORARY, OR LEASED PERSONNEL ENDORSEMENT
FS00H36000	10/16	HAMMER CLAUSE MODIFICATION ENDORSEMENT
FS00H36200	10/16	NEW SUBSIDIARY, MERGER, CONSOLIDATION OR ACQUISITION - SPECIALTY RISKS ENDORSEMENT
FS00H36600	07/18	POST INCIDENT REMEDIATION EXPENSE EXTENSION
FS00H61000	07/18	FIRST PARTY EXPENSE ENDORSEMENT WITH CYBER BREACH COACH NO RETENTION

ENDORSEMENT

This endorsement, effective on 7/28/21 at 12:01 A.M standard time, forms a part of

Policy No. 46 TE 0291375-21 of the HARTFORD FIRE INSURANCE CO.

Issued to CITIZEN COMMUNICATIONS LLC



Douglas Elliot, President

SCHEDULE

FS00H90000	10/16	WAR, HOSTILE LOSS OR TERRORISM EXCLUSION
FS00H90200	09/19	WAR EXCLUSION WITH CYBER TERRORISM CARVE-BACK
FS04H00400	10/16	CALIFORNIA CHANGES

Contents

Pages 2 – 3

Section I - Coverage

- Page 2 A. Insuring Agreement
- B. Defense
- Page 3 C. When We Insure

Pages 3 – 13

Section II - Definitions

Pages 13 – 15

Section III - Exclusions

Page 15

Section IV - Nuclear Energy Liability Exclusion

Pages 15 - 16

Section V - Limits of Liability and Retention

- Page 15 A. Limits of Liability
- Page 16 B. Retention for Each Wrongful Act

Pages 16 – 17

Section VI - Extended Reporting Periods

- Page 16 A. Terms Applicable to Both Types of Extended Reporting Period
- B. Basic Extended Reporting Period
- Page 17 C. Optional Extended Reporting Period

Pages 17 – 21

Section VII - Conditions

- Page 17 A. Territory
- B. Currency
- Page 18 C. Bankruptcy
- D. Cancellation
- E. When We Do Not Renew
- F. Entire Agreement
- G. Changes
- H. Duties in the Event of Wrongful Act or Claim
- Page 19 I. Legal Action Against Us
- J. Mergers, Consolidations or Acquisitions
- Page 20 K. Other Insurance and Payments Available to You
- L. Payment of Premiums and Retention
- Page 21 M. Transfer of Rights of Recovery against Others to Us
- N. Transfer of Your Rights and Duties Under This Policy
- O. Representations and Statements



FailSafe®

G I G A

enterprise liability

This is a claims first made policy. Please read it carefully and contact your agent or broker if you have any questions. Your policy applies only to claims when:

the wrongful act occurs on or after the applicable Retroactive Date and before the end of the policy period, and the claim is first made against any of you during the policy period and you use your best efforts to report such claim to us in writing as soon as practicable in accordance with the terms of this policy.

Covered claim expenses and damages within the Retention amount must be paid by you and do not reduce the Limits of Liability. Covered claim expenses and damages above the Retention amount are payable under this policy and reduce the Limits of Liability.

Some provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and what is not covered.

The words "**we**," "**us**" and "**our**" refer to the stock insurance company member of THE HARTFORD shown on the Declarations Page of this policy.

The words "**you**" and "**your**" mean any person or entity described under the definition of "**you or your**" in Section II – Definitions.

All other words and phrases that appear in bold type are defined in Section II – Definitions.

In return for payment of the premium, and subject to all of the terms and conditions of this policy, including those changed, added or deleted by endorsements that **we** issue forming a part of this policy, **we** agree with **you** as follows:

Section I - Coverage

A. Insuring Agreement

We will pay on **your** behalf money in excess of the Retention that **you** become legally required to pay as **damages** and **claim expenses** because of a **claim** caused by a(n):

Professional Liability

1. **professional services wrongful act**;

Data Privacy and Network Security Liability

2. **data privacy wrongful act**, including the actual or alleged failure to comply with **your** written and publicly available policies, procedures, and standards for the collection, use and disclosure of **nonpublic personal information**;
3. actual or alleged failure to provide any required notices in connection with any part of a **data privacy wrongful act**; or
4. **network wrongful act**.

B. Defense

1. For all covered **claims** made in the United States of America, its territories and possessions, Puerto Rico or Canada, **we** have the right and duty to defend **you**. **We** have the right to appoint counsel. **We** may investigate any **claim** as **we** deem appropriate.
2. For all covered **claims** made outside the United States of America, its territories and possessions, Puerto Rico or Canada, **we** have the right but not the duty to defend **you**, appoint counsel and investigate. If **we** choose not to defend, appoint counsel and investigate such a **claim**, the **first named insured** under **our** supervision will arrange for investigation and defense of the **claim** as reasonably appropriate. Subject to the Limits of Liability, **we** will reimburse the **first named insured** for paying **damages** or **claim expenses** for covered **claims**.
3. The following terms apply to all covered **claims**, wherever they are made:
 - a. **You** will not settle any **claim** without **our** prior written consent, even if the **claim** is less than the amount of the Retention. **We** have the right to settle all **claims**, wherever made, unless **we** receive a written objection from the **first named insured** before **we** agree to a settlement. The **first named insured** will be notified before **we** agree to a settlement. If the **first named insured** objects to a settlement recommended by **us** and acceptable to the claimant, then **our** duty to pay will be limited to:
 - (1) the amount of **damages** for which the **claim** could have been settled; plus
 - (2) all **claim expenses** incurred and paid or payable by **us** or the **first named insured** at the time **we** made **our** recommendation; plus
 - (3) fifty percent (50%) of all covered **damages** and **claim expenses** incurred and paid or payable by **us** or the **first named insured** after the time **we** made **our** recommendation.

If the total of these amounts falls within **your** Retention, **we** will have no duty to pay **damages** and **claim expenses** on that **claim**.

In no event will **we** be obligated to pay more than the remaining applicable Limit of Liability determined under Section V – Limits of Liability and Retention.

In **claims** where the **first named insured** has objected to a settlement recommended by **us**, **we** have the right to stop defending and paying **claim expenses** upon tendering control of the defense to **you**.

- b. **We** have the right to exercise all of **your** rights in choosing arbitrators and in conducting all arbitrations.
 - c. **Our** right and duty to defend **claims** and to pay or reimburse for **claim expenses** will end when **we** have used up the applicable Limit of Liability by paying **damages** and/or **claim expenses**.
4. At **our** discretion, and with **your** consent, **we** may pay early intervention costs incurred to investigate a **wrongful act** reported to **us** that may result in a **claim**. Such costs may be paid during the time between when such **wrongful act** is reported and the time a **claim** is made to **us**, per Section VII – Conditions, Duties in the Event of a Wrongful Act or Claim, and will reduce the Limits of Liability. Should such early intervention costs be incurred for what becomes an actual **claim**, such intervention costs will be deemed **claims expenses**, and therefore, subject to **your** Retention obligation.

C. When We Insure

This policy applies to a **wrongful act** only if all the terms in 1 through 3 below are met:

- 1. the **wrongful act** was committed on or after the applicable Retroactive Date shown in the Declarations and before the end of the **policy period**;
- 2. before the Start Date of this policy shown in the Declarations, no **specified insured** knew of or should have reasonably known of:
 - a. a **wrongful act**; or
 - b. any fact(s) or circumstance(s) which could reasonably be expected to result in a **claim**; and
- 3. the **claim** because of the **wrongful act** is:
 - a. first made against any of **you** during the **policy period**; and
 - b. reported to **us** in writing by **you** using **your** best efforts to notify **us** as soon as practicable after any **specified insured** becomes aware of it.

All **claims** arising from the same **wrongful act** are considered to be one **claim**.

A **claim** is deemed first made when the earliest of the following occurs:

any of **you** receive written notice of such **claim**; or

subject to the Section VII – Conditions, Duties in the Event of Wrongful Act or Claim, **we** receive from **you** or **your** agent written notice of the **wrongful act**, which later results in a **claim**.

A **claim** is deemed reported to **us** when **we** first receive it in writing.

Section II – Definitions

- **actual income loss** means the net profit before taxes that **you** would have earned or incurred during the **period of restoration** had there not been a **network outage**. **Actual income loss** will be calculated on an hourly basis and limited to the **period of restoration**.
- **business interruption loss** means the sum of **actual income loss** and **extra expense** resulting from a **network outage**.

business interruption loss does not include any:

- 1. contractual liability or the value of, or associated with, any cancelled contract, including but not limited to any sums due pursuant to a contractual provision for liquidated damages, agreed penalties, or similar remedy;

2. costs or expenses incurred to update, replace, restore, or improve the **computer system**;
3. costs or expenses incurred to identify or remediate vulnerabilities or errors in the **computer system**;
4. **damages**;
5. **claim expenses**;
6. other **first party expenses**; or
7. amounts that are uninsurable pursuant to applicable law.

- **claim** means a written demand received by any of **you** for **damages** or injunctive relief. This includes a suit, arbitration or other type of alternative dispute resolution proceeding against any of **you**. It also includes a request to toll or waive the running of the statute of limitations. It does not include a request by **you** for reimbursement of **first party expenses**, nor does it include a **data privacy regulation proceeding**.
- **claim expenses** means reasonable expenses incurred by **us** or by **you** with **our** prior written consent investigating and defending a **claim**.
 1. **claim expenses** also include:
 - a. the cost of bonds to release attachments, but only for bond amounts within the remaining applicable Limit of Liability. **We** do not have to furnish these bonds;
 - b. costs taxed against **you** in the suit. However, these payments do not include attorney's fees or attorney's expense taxed against **you**;
 - c. interest on the full amount of any judgment that accrues before or after entry of the judgment and before **we** have paid, offered to pay or deposited in court the part of the judgment that is within the remaining applicable Limit of Liability; and
 - d. actual loss of earnings up to \$1,000 per day for each of **you** that **you** personally incur because of time off from work at **our** request to help **us** investigate or defend a **claim**.
 2. **claim expenses** do not include any **first party expenses** or any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**.
- **computer system(s)** means the following, if leased or owned by the **named insured**, or operated by a **third party service provider**: computers, input and output devices, network devices and equipment, peripheral devices, storage devices, back-up facilities, mobile devices, and associated computer programs, software and applications, including cloud-based computer programs, software and applications.
- **contract worker agreement** means a signed agreement between the **named insured** and an individual person who is an agent or independent contractor when the agreement provides that:
 1. the agent or independent contractor will provide specific **enterprise services** on behalf of the **named insured**;
 2. the **named insured** will indemnify the agent or independent contractor for those **enterprise services**; and
 3. the agreement is made before any **wrongful act** that may give rise to a **claim**.
- **crisis management expenses** means reasonable and necessary fees and expenses:
 1. charged by a **crisis management firm** in the performance of **crisis management services**; and
 2. for printing, advertising, mailing of materials, or travel by an **executive officer**, partner, owner, employee, agent of the **named insured**, or the **crisis management firm** as a direct response to a **data privacy wrongful act**.

crisis management expenses do not include any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**, nor do they include any amounts that are uninsurable pursuant to applicable law.

- **crisis management firm** means any public relations or law firm hired or appointed by **us** or by **you** to perform **crisis management services** in connection with a **data privacy wrongful act**.
- **crisis management services** means those services performed by a **crisis management firm** to minimize potential harm to the **named insured** arising from a **data privacy wrongful act**, including:
 1. maintaining and restoring public confidence in the **named insured**;
 2. providing advice to the **named insured** in connection with such **data privacy wrongful act**;
 3. determining the **named insured's** legal obligations under **data privacy laws**;
 4. providing necessary legal services to the **named insured** in responding to a **data privacy wrongful act**; and
 5. communicating prior to a **claim** or **data privacy regulatory proceeding** with regulators, consumers, and clients regarding a **data privacy wrongful act**.

- **cyber extortion expenses** means those reasonable and necessary expenses incurred by the **named insured** as a result of a **cyber extortion threat** including **cyber extortion payments**.

cyber extortion expenses do not include any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**, nor do they include any amounts that are uninsurable pursuant to applicable law.

- **cyber extortion payments** means necessary monetary amounts paid by the **named insured** to a party who is not insured under this policy and whom the **named insured** believes to be responsible for the **cyber extortion threat**.
- **cyber extortion threat** means any credible threat by a person or organization against the **named insured** to:
 1. cause a **network intrusion**;
 2. alter, damage, encrypt, render inaccessible, or continue to render inaccessible any computer program, software or electronic data that is stored within the **computer system**;
 3. release, disseminate, destroy, or use **nonpublic personal information** obtained from the **computer system** through a **network intrusion**; or
 4. release, disseminate, destroy, or use **third party corporate confidential information**.

The foregoing notwithstanding, any such threat will not constitute a **cyber extortion threat** unless, prior to the surrendering of property or other consideration as payment by or on behalf of the **named insured**, the **named insured** conducts a reasonable investigation and determines that such threat is technologically credible.

All **cyber extortion threats** that are logically or causally connected by common facts, circumstances, situations, events, transactions and/or decisions are considered one **cyber extortion threat** occurring on the earliest date such **cyber extortion threat** was first made.

- **cyber investigation expenses** means those reasonable and necessary expenses incurred by the **named insured** to:
 1. conduct an investigation of the **computer system** by a third party to determine the source or cause of a **data privacy wrongful act** or **network intrusion**; and
 2. retain the services of a PCI Forensic Investigator to comply with the terms of the **named insured's payment card agreement**.

cyber investigation expenses do not include any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**, nor do they include any amounts that are uninsurable pursuant to applicable law.

- **damages** means a money award, judgment or settlement that **you** become legally required to pay, including punitive, exemplary and multiplied damages where insurable by law.

damages do not include:

1. any kind of: refund, rebate, redemption coupon, offset, return or credit that has been paid to or by any of **you**, or that is owed to or by any of **you**; examples include but are not limited to any of the following: any licensing fee or other fee, royalty, subscription or access charge, or other charge;
2. disgorgement of profits or any money or credits that represent any gain, profit or advantage to which any of **you** are not legally entitled;
3. **your** cost to comply with any non-money or injunctive relief;
4. cost or expense to recall, upgrade, replace, repair, correct, complete or re-perform **enterprise services**, in whole or part, by:
 - a. any of **you**; or
 - b. another party if any of **you** had the opportunity to recall, upgrade, replace, repair, correct, complete or re-perform **enterprise services**;
5. any criminal: fine or penalty;
6. any payment any of **you** make without **our** prior written consent;
7. the purchase or contract price for **your enterprise services**; or
8. any **first party expenses** or any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**.

In accordance with the foregoing, insurable punitive, exemplary and multiplied damages will be covered based upon the law of the most favorable of the following jurisdictions to **you**:

- a. where the punitive, exemplary or multiplied damages are imposed or awarded;
- b. where the **claim** resulting in punitive, exemplary, or multiplied damages occurred;
- c. where the **wrongful act** giving rise to a **claim** that resulted in punitive, exemplary, or multiplied damages occurred;
- d. where the **named insured** against whom punitive, exemplary, or multiplied damages are imposed or awarded is incorporated, resides or has their principal place of business; or
- e. where **we** are incorporated or have **our** principal place of business.

■ **data privacy laws** means any local, state, federal or foreign laws, statutes and regulations governing the collection, control, confidentiality, sharing, or use of **nonpublic personal information**. **Data privacy laws** include but are not limited to:

1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) (HIPAA);
2. Health Insurance Technology for Economic and Clinical Health Act of 2009 (HITECH);
3. Gramm-Leach-Bliley Act of 1999, also known as, the Financial Services Modernization Act of 1999;
4. The Family Educational Rights and Privacy Act ("FERPA");
5. Children's Online Privacy Protection Act of 1998 ("COPPA");
6. Section 5(a) of the Federal Trade Commission Act but solely for alleged unfair and deceptive acts or practices resulting in a **data privacy wrongful act** or **network wrongful act**; or

7. State privacy protection and breach notification laws, including but not limited to the California Database Protection and breach notification laws, including but not limited to the California Database Protection Act of 2003 (Cal. SB 1386) and California A.B. 1950.

■ **data privacy regulatory expenses** means:

1. reasonable and necessary legal fees and expenses incurred by the **named insured** in the defense of a **data privacy regulation proceeding**;
2. fines or penalties assessed in connection with a **data privacy regulation proceeding**; and
3. amounts which the **named insured** is legally obligated to deposit in a fund as equitable relief, including consumer redress funds, due to a settlement or adverse judgment in a **data privacy regulation proceeding**.

data privacy regulatory expenses do not include any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**, nor do they include any amounts that are uninsurable pursuant to applicable law.

■ **data privacy regulation proceeding** means a civil, administrative or regulatory proceeding against, or a civil investigation of, a **named insured** by a governmental agency commenced by an investigative demand or similar request for information or by a complaint or similar pleading, alleging violation of any **data privacy law** as a result of a **data privacy wrongful act** or a **network wrongful act**.

■ **data privacy wrongful act** means any act, error or omission by **you** or a **rogue employee** that results in:

1. the improper collection, control, disclosure or use of **nonpublic personal information**;
2. a violation by the **named insured** of a **data privacy law**; or
3. the improper disclosure or use of **third party corporate confidential information**.

■ **data restoration expenses** means the actual, reasonable, and necessary expenses incurred by **you** to restore, replace or recover a computer program, software, application or other electronic data that is altered, destroyed, stolen, impaired or erased as a result of a **network intrusion**.

If **you** determine that such computer program, software, application or other electronic data cannot be reasonably restored, replaced or recovered, then **data restoration expenses** means only the reasonable and necessary costs incurred by **you** to reach this determination.

data restoration expenses do not include costs or expenses incurred to:

1. identify or remediate any errors or vulnerabilities or to update, restore, replace, upgrade, maintain, or improve any **computer system**;
2. duplicate the research that led to the development of the **named insured's** computer program, software, application, other electronic data or any proprietary or confidential information or intellectual property; or
3. develop or purchase any computer program, software, application or other electronic data.

Nor do **data restoration expenses** include:

- a. the economic or market value of any **computer system**, computer program, software, application or other electronic data;
- b. any amounts that are uninsurable pursuant to applicable law; or
- c. any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**.

■ **denial of service attack** means a malicious attempt by a third party to restrict or prevent access to the internet, or computer program, software or application within the **computer system**.

- **enterprise services** means the tangible and intangible work product and services **you** provide to others for a fee or other remuneration. **Enterprise services** include, but are not limited to, **technology services**. **Enterprise services** expressly do not include any violations of law, rule or regulations related to one's status as, or any performance or failure to perform services as an accountant, architect, civil or structural engineer, dental or medical health care professional, insurance agent or broker, lawyer, mortgage broker or banker, real estate agent or broker, or surveyor.
- **executive officer** means a director or officer in a position created by **your** charter, constitution, by-laws or any other similar governing document.
- **extra expense** means actual, reasonable and necessary expenses incurred by **you** to reduce, minimize, or stop a **network outage**, but only to the extent such expenses are in excess of the **your** normal operating expenses, including but not limited to, any of **your** overhead expenses or any salaries, wages, fees, or benefits of any of **you**.
- **first named insured** means the **named insured** first listed in item 1 of the Declarations.
- **first party expenses** means the following expenses incurred by the **named insured**:
 1. **business interruption loss**;
 2. **crisis management expenses**;
 3. **cyber extortion expenses**;
 4. **cyber investigation expenses**;
 5. **data privacy regulatory expenses**;
 6. **data restoration expenses**;
 7. **notification and identity protection expenses**; and
 8. **pci expenses**.
- **interrelated wrongful act** means multiple **wrongful acts** that are logically or causally connected by common facts, circumstances, situations, events, transactions and/or decisions. **Interrelated wrongful acts** that occur before the end of the last technology errors and omissions/liability policy issued by an insurance company member of The Hartford are considered one **wrongful act** occurring on the date the earliest such **wrongful act** is committed. An **interrelated wrongful act** is subject to the Each **Wrongful Act** Limit.
- **named insured** means:
 1. the persons or entities listed in item 1 of the Declarations; and
 2. any **subsidiary**.
- **network intrusion** means the gaining of access to or use of the **computer system** by an unauthorized person, or by an authorized person in an unauthorized manner, including but not limited to the transmission of malicious code to or participation in a **denial of service attack** against computer systems that are not owned, operated or controlled by **you**.
 All **network intrusions** that are logically or causally connected by common facts, circumstances, situations, events, transactions and/or decisions are considered one **network intrusion** occurring on the earliest date such **network intrusion** first occurred.
- **network outage** means the actual and measurable failure, interruption, degradation, suspension or delay in service or the failure of the **computer system** directly resulting from a **network intrusion** or a **denial of service attack**.
 All **network outages** that are logically or causally connected by common facts, circumstances, situations, events, transactions and/or decisions are considered one **network outage** occurring on the earliest date such **network outage** first occurred.
- **network wrongful act** means any act, error or omission by **you**, a **rogue employee**, or a **third party service provider**, which results in a **network intrusion**.

■ **nonpublic personal information** means:

1. a natural person's name; address; unpublished telephone number; social security number; driver's license or state identification number; credit, debit or other financial account number; medical information; education records; username; passwords or personal identification numbers; website cookies; geolocation data; or any other information that would allow access to the natural person's financial or medical account; or
2. any other information of a natural person that is designated as private or confidential by any local, state, federal or foreign laws, statutes or regulations.

Notwithstanding the foregoing, nonpublic personal information does not include information that is lawfully available to the general public.

■ **notification and identity protection expenses** means reasonable and necessary expenses incurred by **you** to:

1. notify individuals, customers or clients of a **data privacy wrongful act** in compliance with a **data privacy law**;
2. voluntarily notify individuals, customers and clients of a **data privacy wrongful act**;
3. establish call center services to answer calls following notification of a **data privacy wrongful act**; and
4. provide credit monitoring; identity monitoring; medical identity monitoring; account monitoring; fraud detection and alerts; identity theft insurance; and identity protection or restoration services to individuals in response to a **data privacy wrongful act**.

notification and identity protection expenses do not include any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**, nor do they include any amounts that are uninsurable pursuant to applicable law.

- **payment card agreement** means a contract between **you** and a financial institution, payment card company, payment card processor, or merchant that establishes the terms and conditions for accepting and processing payment cards.
- **pci expenses** means the monetary fines, expenses, assessments, or fraud reimbursements that **you** are legally obligated to pay or incur under the terms of a **payment card agreement** as a result of a **data privacy wrongful act** or a **network wrongful act**.

pci expenses do not include: any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**; any charge backs, interchange fees, service charges, cost or expenses for system improvements, or any other costs or expenses related thereto; or any amounts that are uninsurable pursuant to applicable law.

- **period of restoration** means the period of time that begins with the date and time of the **network outage** after application of the waiting period set forth on the Declarations and ends on the date and time the **computer system** is or could have been restored to substantially the level of operation that had existed prior to the **network outage**. The foregoing notwithstanding, in no event shall the **period of restoration** exceed the number of days set forth in the Declarations.

■ **personal injury** means:

1. any form of defamation or disparagement causing harm to the character, reputation or feelings of any person, entity, product or service, including but not limited to libel, slander, product or service disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
2. any form of invasion, infringement or interference with rights of publicity or privacy, including but not limited to false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
3. wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy; and
4. malicious prosecution or false: arrest, detention or imprisonment.

- **policy period** means the time beginning with the Start Date shown in the Declarations and ending with the earlier of:
 1. the date of termination or cancellation; or
 2. the End Date shown in the Declarations.

- **pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, odors, noise, lead, oil or oil product, radiation, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. **Pollutants** also means any substance located anywhere in the world identified on a list of hazardous substances issued by any federal agency (including, nonexclusively, the Environmental Protection Agency) or any state, county, municipality or locality or counterpart thereof, or any foreign equivalent thereof.

- **professional services wrongful act** means the following when actually or allegedly committed by **you**, a **rogue employee**, or on **your** behalf:
 1. an error, unintentional omission, or negligent act in **your** performance of **enterprise services**;
 2. a breach of warranties or representations about the fitness, quality, suitability, performance or use of **your enterprise services**;
 3. the failure of **your enterprise services** to perform the function or serve the purpose intended; and
 4. a **security wrongful act** in **your** performance of **enterprise services**.

- **rogue employee** means any past or present employee of any **named insured** who acts or acted outside the scope of his or her employment to intentionally cause a **wrongful act**. **Rogue Employee** does not include any **specified insured**.

- **security wrongful act**:
 1. failure to prevent:
 - a. denial of service;
 - b. disruption of service;
 - c. unauthorized access to, unauthorized use of, repudiation of access to, tampering with or introduction of malicious code into: firmware, data, software, systems or networks;
 - d. identity theft or disclosure of **nonpublic personal information**; or
 - e. disclosure of **third party corporate confidential information**; and
 2. the improper collection, control, or use of **nonpublic personal information**.

- **specified insured** means:
 1. any **named insured** including the spouse and/or domestic partner of a **named insured** that is an individual;
 2. any past or present partner, **executive officer**, or any individual in an equivalent position of a **named insured**, including but not limited to individuals that hold management positions similar to an **executive officer** for any **named insured** that does not have a charter, constitution, by-laws or any other similar governing document;
 3. any individual responsible for the insurance, legal, or financial matters of the **named insured** including but not limited to General Counsel, Risk Manager, or Insurance Manager of the **named insured**;
 4. any member of the **named insured** that could be afforded coverage under this policy; or

5. the executors, administrators or legal representatives of 1, 2, 3, or 4 listed above in the event of a death, incapacitation or bankruptcy of 1, 2, 3 or 4 listed above; but this only applies while performing their duties as such.

specified insured does not include any **rogue employee**.

- **subsidiary** means any corporation of which the **first named insured** owns, directly or indirectly, more than fifty percent (50%) of the issued and outstanding voting stock. The stock must be owned by the **first named insured** on the Start Date shown in the Declarations of this policy.
 1. **Subsidiary** also includes any corporation which becomes a **subsidiary** during the **policy period**, provided that as soon as practical, but no later than within ninety (90) days of its becoming a **subsidiary**, **you** have:
 - a. provided **us** with full details of the new **subsidiary** including a completed and signed **subsidiary** application and any other underwriting information **we** may require;
 - b. agreed to and paid any additional premium related to the **subsidiary**; and
 - c. agreed to any change in the terms and conditions of this policy required by **us** relating to the new **subsidiary**.
 2. This policy does not apply to any **claim** or **first party expense** arising from or involving a **subsidiary** for any **wrongful act, cyber extortion threat, network intrusion, or network outage** that was committed when the **first named insured** did not own directly or indirectly more than fifty percent (50%) of the issued and outstanding voting stock of the **subsidiary**.
- **technology services** means the following services performed for others for a fee or remuneration:
 1. consulting, analysis, design, installation, training, maintenance, support and repair of or on: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 2. integration of systems;
 3. processing of, management of, mining or warehousing of data;
 4. administration, management, operation or hosting of: another party's systems, technology or computer facilities;
 5. website development; website hosting;
 6. internet access services; intranet, extranet or electronic information connectivity services; software application connectivity services;
 7. manufacture, sale, licensing, distribution, or marketing of: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 8. design and development of: code, software or programming;
 9. providing software application: services, rental or leasing;
 10. screening, selection, recruitment or placement of candidates for temporary or permanent employment by others as information technology professionals;
 11. **telecommunication services**;
 12. **telecommunication products**; and
 13. web related software and connectivity services performed for others.
- **telecommunication products** means computer hardware, firmware and/or software products, electronic equipment or devices manufactured, sold, handled, distributed or disposed of by **you** which are specifically designed or intended for use in telecommunication systems or **your telecommunication services**.

- **telecommunication services** means the following services performed for others:
 1. telephone services including competitive access provider, dial tone access, digital subscriber line (DSL), incumbent/local exchange carrier, facsimile, integrated services digital network (ISDN), interconnection, local, long distance, reseller, switching, and 911 emergency services;
 2. means call conferencing, call forwarding, call identification, call return, call waiting, calling card, directory assistance, repeat dialing, speed dial, toll free, video conferencing, voice messaging services;
 3. cellular and wireless communication services including paging and ground based satellite communication services;
 4. provision of cable television services; and
 5. telecommunication consulting services.
- **temporary worker** means a person who is provided to **you** by a third party for a specific time period to support or increase **your** work force in special situations. Such situations may include employee absences, temporary skill shortages and seasonal workloads. A temporary worker is not an employee of **yours**.
- **third party corporate confidential information** means third party corporate information provided to **you** and protected under a nondisclosure agreement or confidentiality provision of a contract entered into by the **named insured** with the owner of the third party corporate information.
- **third party service provider** means an independent contractor operating on behalf of the **named insured** pursuant to a written contract or agreement with the **named insured** but only if such independent contractor is acting within the scope of the terms of the written contract or agreement for the benefit of the **named insured**.
- **wrongful act** means the following:
 1. **data privacy wrongful act**;
 2. **network wrongful act**;
 3. **professional services wrongful act**; and
 4. **security wrongful act**.

Wrongful act also includes an **interrelated wrongful act**. **Wrongful act** includes any of the foregoing when caused by the acts of a **rogue employee**.

- **you** or **your** mean, individually and collectively:
 1. any **named insured**;
 2. any past or present partner, **executive officer**, or any individual in an equivalent position of a **named insured**, including but not limited to individuals that hold management positions similar to an **executive officer** for any **named insured** that does not have a charter, constitution, by-laws or any other similar governing document, but only while performing their duties as such;
 3. any past or present employee of the **named insured** but only while performing their duties as such; employee does not include a **temporary worker**;
 4. any individual person who is an agent or independent contractor but only while acting within the scope of his or her **contract worker agreement** with the **named insured**;
 5. a client that the **named insured** is required, in a written contract to perform **enterprise services**, to add as an additional insured under this policy. But the client is insured under this policy only if:
 - a. the **wrongful acts** were committed by the **named insured** in the **named insured's** performance of **enterprise services**;

- b. the written contract is entered before the **wrongful act** giving rise to the **claim** is committed; and
 - c. there are no allegations of independent misconduct by the client.
6. any member or stockholder of the **named insured**; but this only applies with respect to their liability as a member or stockholder; or
 7. the executors, administrators or legal representatives of each of **you** listed in items 1 through 6 above in the event of **your** death, incapacity or bankruptcy; but this only applies while performing their duties as such.

Section III – Exclusions

- A. **We** will not pay **damages, first party expenses, or claim expenses** or defend any of **you** for any **wrongful act** or **claim** arising out of or in any way related to any actual or alleged:
1. bodily injury, sickness, disease or death sustained by a person; or mental anguish, emotional distress, mental injury, fright or shock when they result in or from bodily injury, sickness, disease or death;
 2. physical damage to or physical loss of tangible property and any resulting loss, corruption or destruction of data or information, including all resulting loss of use of that property, data or information. However, this exclusion will not apply to:
 - a. the loss, corruption or destruction of data or information when the tangible property on which the data or information is or was kept is not physically damaged or physically lost; and
 - b. that portion of a **claim** due to a **data privacy wrongful act** as a result of the loss of the **named insured's** leased or owned computer hardware, including mobile, networked, and data storage equipment;
 3. obligation which any of **you** may have to pay under any workers' compensation act, employer's liability law, unemployment compensation law, disability benefits law, or any similar law; or any foreign equivalent;
 4. disruption of, surge in, fluctuation in or loss of: power, connectivity or communications. However, this exclusion will not apply to any of the foregoing when directly caused by a **wrongful act** committed by any of **you**;
 5. withdrawal or recall of all or part of **enterprise services** from the marketplace. However, this exclusion will not apply to **claims** by third parties for the loss of use resulting from withdrawal or recall of **enterprise services** due to a **wrongful act** committed by any of **you**;
 6. cost: overruns, guarantees, estimates or estimates being exceeded;
 7. false, deceptive, fraudulent, intentionally misleading or misrepresenting statements in advertising;
 8. sweepstakes, lotteries or other games of chance; or contests;
 9. price fixing, or any other violation of: any securities, antitrust or restraint of trade laws, the Racketeer Influenced and Corrupt Organizations Act; any similar law; or any foreign equivalent;
 10. Section 616 of the Fair Credit Reporting Act; any actual or alleged violation of Section 605(g) of the Fair Credit Reporting Act;
 11. false, deceptive, or unfair business or trade practices; unfair competition; or violation of consumer protection laws, any similar law, or any foreign equivalent. However, this exclusion will not apply to that portion of a **claim** alleging the violation of a **data privacy law**;
 12. violation or misuse of any intellectual property right, including but not limited to:
 - a. infringement or dilution of: title, slogan, trademark, trade name, trade dress, service mark or service name;
 - b. infringement of copyright, plagiarism or misappropriation of ideas;

- c. piracy;
- d. patent infringement or patent misuse; or
- e. misuse, misappropriation or theft of trade secrets;

13. **personal injury**;

14. tortious interference with the contractual relationships of others;

15. discrimination, harassment or misconduct by any of **you** because of or relating to: race, creed, color, age, gender, sex, sexual preference or orientation, national origin, religion, disability, handicap, health condition, marital status, or any other class protected under federal, state, local or other law; or any similar law in a jurisdiction outside the United States of America;

16. acts or omissions by any of **you** regarding:

- a. refusal to employ;
- b. termination of a person's employment;
- c. employment-related practices, policies, acts or omissions; these include but are not limited to coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation or discrimination; or
- d. breach of fiduciary duty or other responsibility in connection with any employee benefit or pension plan; this includes but is not limited to violation of the duty or responsibility imposed on fiduciaries by the Employee Retirement Income Security Act of 1974 (ERISA) or any changes to that law; any similar law; or any foreign equivalent;

17. or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** or any loss, cost or expense arising out of any:

- a. request, demand, order or statutory or regulatory requirement that any of **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**; or
- b. **claim** or suit by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**; or

18. electromagnetic radiation, including but not limited to magnetic energy, waves, fields, or forces.

B. **We** will not pay **damages** or **claim expenses** or defend any of **you** for any **claim** made by or on behalf of:

1. any of **you**; however, this exclusion will not apply to **claims** made:

- a. by any of **you** described in items 3, 4 or 5 of the definition of **you** when the **claim** is made in their capacity as a client as a result of **enterprise services** performed by the **named insured** on their behalf; or
- b. against the **named insured** by any of **you** described in items 3 or 4 of the definition of **you** when the **claim** is the result of the **named insured's** failure to prevent identity theft or disclosure of **nonpublic personal information**.

2. any entity which is a parent, affiliate, **subsidiary**, joint venturer, co-venturer or other entity in which any of **you** owns an interest or is a partner, director, officer, sole proprietor, trustee or employee;

3. any entity affiliated with any of **you** through any common ownership or control;

4. any entity directly or indirectly controlled, operated or managed by any of **you**; or

5. any federal, state or local government body, subdivision or agency; any regulatory or licensing agency or bureau; or any foreign equivalent. However, this exclusion will not apply when the **claim** is made in their capacity as a client as a result of **enterprise services** performed by the **named insured** on their behalf.

For the purposes of exclusions B.2 through 4 above, the words "owns," "ownership or control" and "controlled" mean ten percent (10%) or more ownership of a publicly-held corporation or thirty percent (30%) or more ownership of a privately-held corporation, or ten percent (10%) or more of any other type of entity.

- C. **We will not pay damages, first party expenses, or claim expenses** for any **wrongful act, cyber extortion threat, network intrusion, network outage, or claim** arising out of or in any way related to any:

1. dishonest, fraudulent, criminal or intentional wrongful act or omission by any of **you**; or
2. material defect or bug known by any of **you** that could reasonably be expected to cause harm;

when such act or knowledge is established by **your** admission or final adjudication by a jury, court or arbitrator.

However, exclusions C.1 and 2 above do not apply to any of **you** who did not commit, acquiesce in, or remain passive after learning of the actions giving rise to the **claim**. For purposes of this exclusion, the knowledge, action or inaction of any **executive officer**, partner, or any individual in an equivalent position of a **named insured**, including any individual that holds a management position similar to an **executive officer** for **named insureds** that do not have a charter, constitution, by-laws or any other similar governing document, will be imputed to the applicable **named insured**.

- D. **We will not pay damages, first party expenses, or claim expenses** or defend any of **you** for any **claim** arising out of or in any way related to any actual or alleged **wrongful act, cyber extortion threat, network intrusion, network outage, or claim** that has been reported under any other policy, issued by any entity, when the inception date of that other policy preceded the Start Date of this policy.

Section IV – Nuclear Energy Liability Exclusion

- A. **We will not pay damages, first party expense, or claim expenses** or defend any of **you** for any **wrongful act or claim** arising out of or in any way related to any:

1. actual, alleged or threatened discharge, dispersal, release or escape of nuclear material, nuclear waste or radiation; or
2. direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize, nuclear material, nuclear waste or radiation.

Section V – Limits Of Liability And Retention

- A. **Limits of Liability**

1. Each **Wrongful Act** Limit

Subject to A.2 below, the Each **Wrongful Act** Limit stated in item 4 of the Declarations is the most **we** will pay for any combination of **claim expenses** and **damages** for the total of all **claims** made during the **policy period**, including any applicable Extended Reporting Period, arising from one **wrongful act**, regardless of the number of:

- a. **you** this policy covers;
- b. **claims** that are made; or
- c. persons or entities making **claims**.

An **interrelated wrongful act** is subject to the Each **Wrongful Act** Limit.

2. Aggregate Limit

The Aggregate Limit stated in item 4 of the Declarations is the most **we** will pay for any combination of **claim expenses** and **damages** for the total of all **claims** made during the **policy period**, including any applicable Extended Reporting Period, regardless of the number of:

- a. **you** this policy covers;
- b. **claims** that are made;
- c. persons or entities making **claims**; or
- d. **wrongful act** that are committed.

B. Retention for Each Wrongful Act

The Retention stated in item 5 of the Declarations is the amount of money **you** must pay for covered **damages** and/ or **claim expenses** for each **wrongful act** before this policy will begin to pay. **You** may not insure the Retention. The Retention will not be reduced by the payment of any deductible amount or any amount retained by any of **you** under any other policy of insurance; and the Retention will not be reduced by any payment made on **your** behalf by another person or entity. The Retention will not reduce the Limits of Liability.

You will pay the full amount of the Retention for each **wrongful act** to appropriate parties as directed by **us**. If **we** advance any such payments, **you** will reimburse **us** within thirty (30) days of **our** written demand. If **you** fail to make direct payments or to reimburse **us** as described above, all of **you** against whom the **claim** has been made and the **named insured** are individually and collectively responsible for paying **us** back for any advance payments **we** have made and for interest, attorney's fees and costs associated with **our** collection of the money.

Section VI – Extended Reporting Periods

A. Terms Applicable to Both Types of Extended Reporting Period

An Extended Reporting Period changes the time within which a **claim** may be made against **you** and still be reported by **you**, and considered by **us**, for coverage in accordance with the terms of this policy. This policy has two types of Extended Reporting Periods: the Basic Extended Reporting Period and the Optional Extended Reporting Period. Both the Basic Extended Reporting Period and the Optional Extended Reporting Period:

1. provide coverage for **claims** that are first made against **you** during such applicable Extended Reporting Period, but:
 - a. **we** will not pay **damages** or **claim expenses** or defend any of **you** for any **wrongful act** or **claim** arising out of or in any way related to any actual or alleged **wrongful act** that is committed during an Extended Reporting Period; and
 - b. only if, there is no other insurance for the **claim**;
2. do not extend the **policy period** or add to the scope of coverage provided as of the end of the **policy period**;
3. do not reinstate or increase the Limits of Liability. The Limits of Liability for any Extended Reporting Period will be a part of, and not in addition to, the Limits of Liability listed in the Declarations for the **policy period**;
4. run concurrently (if the Optional Extended Reporting Period is purchased); and
5. are not renewable.

B. Basic Extended Reporting Period

We will automatically provide a Basic Extended Reporting Period if this policy is:

1. cancelled;

2. non-renewed; or
3. renewed by **us** with insurance that does not apply on a **claims** made or **claims** made and reported basis.

The Basic Extended Reporting Period begins with the end of the **policy period** and lasts for ninety (90) days.

C. **Optional Extended Reporting Period**

1. For an additional premium, **we** will offer an Optional Extended Reporting Period endorsement, unless this policy is cancelled for non-payment of premium or Retention or for **your** failure to comply with policy provisions.
2. If the Optional Extended Reporting Period endorsement is purchased, the Optional Extended Reporting Period begins with the end of the **policy period** and lasts for the period of time stated in the endorsement.
3. Optional Extended Reporting Period coverage is available only if:
 - a. the **first named insured** has paid all premiums and Retentions due for this policy at the time the **first named insured** requests an Optional Extended Reporting Period endorsement;
 - b. **we** receive the **first named insured's** written request for it within thirty (30) days after the end of the **policy period**;
 - c. the **first named insured** gives **us** written acceptance of **our** offer within fifteen (15) days of the day that **we** make **our** offer; and
 - d. **we** receive payment in full for the Optional Extended Reporting Period within thirty (30) days of the **first named insured's** acceptance of **our** offer.
4. Once in effect, the Optional Extended Reporting Period cannot be cancelled. **We** need not return any part of the premium paid for any reason whatsoever.
5. Premium for the Optional Extended Reporting Period will be determined by taking into account the following:
 - a. the exposures insured;
 - b. previous types and amounts of insurance;
 - c. Limits of Liability available under this policy for future payment of **wrongful acts** and **claim expenses**; and
 - d. other related factors.

Section VII – Conditions

A. **Territory**

This policy applies to **wrongful acts, cyber extortion threats, network intrusions, and denial of service attacks** committed anywhere in the universe; except this policy does not apply when the **claim** is made, or the **first party expenses** are incurred, in a country against which the United States government has imposed trade sanctions, embargoes, or any similar regulations that prohibit the transaction of business with or within such countries at the time the **claim** is made or the **first party expenses** are incurred.

B. **Currency**

The currency of this policy is United States of America dollars. If **damages, first party expenses, or claim expenses** are paid in a currency other than United States dollars, payment will be considered to have been made in United States dollars at the rate of exchange that was used for the payment. If no actual currency exchange was made, then the rate of exchange will be the rate published in The Wall Street Journal on the day following the date that payment was made.

C. Bankruptcy

Bankruptcy or insolvency of **you** or of **your** estate will not relieve **us** of **our** obligations under this policy.

D. Cancellation

1. The **first named insured** may cancel this policy by mailing or delivering to **us** advance written notice of cancellation.
2. **We** may cancel this policy by mailing to the **first named insured** written notice of cancellation at least:
 - a. ten (10) days before the cancellation is effective, if **we** cancel for non-payment of any premium when due; or
 - b. sixty (60) days before the cancellation is effective, if **we** cancel for any other reason.
3. **We** will mail **our** notice to the address shown in the Declarations for the **named insured**.
4. Notice of cancellation by **us** will state when the cancellation is effective. The **policy period** will end on that date.
5. If this policy is cancelled, **we** will send the **first named insured** any premium refund due. If **we** cancel, the refund will be the pro-rata unearned premium. If the **first named insured** cancels, **we** will compute the return premium at ninety percent (90%) of the pro-rata unearned premium.
6. Proof of mailing will be sufficient proof of notice.
7. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective. But payment or tender of unearned premium is not a condition of cancellation.

E. When We Do Not Renew

1. If **we** decide not to renew this policy, **we** will mail written notice of non-renewal to the **first named insured**. **We** will mail the notice at least sixty (60) days before the **policy period** ends.
2. **We** will mail it to the address shown in the Declarations for the **named insured**. Proof of mailing will be sufficient proof of notice.
3. If **we** offer to renew this policy on the same or different terms and the **first named insured** does not accept **our** offer during the current **policy period**, this policy will expire at the end of the **policy period**.
4. If there is an inconsistency between the terms and conditions regarding the nonrenewal of this policy stated in a state amendatory endorsement attached to this policy and the terms and conditions of this **When We Do Not Renew** provision, **we** will apply those terms and conditions that are more favorable to **you**, where permitted by law.

F. Entire Agreement

This policy contains all the agreements between **you** and **us** concerning this insurance.

G. Changes

The **first named insured** is authorized by **you** to agree with **us** on all changes in the terms and conditions of this policy. This policy can only be changed by an endorsement that is issued by **us**.

H. Duties in the Event of Wrongful Act or Claim

1. The **named insured** must notify **us** in writing as soon as practicable of a **wrongful act** or circumstance that may result in a **claim** under this policy. This requirement applies only when the **wrongful act** is known to:
 - a. any person who is a **named insured**;

- b. any partner, **executive officer**, or any individual in an equivalent position of a **named insured**, including but not limited to individuals that hold management positions similar to an **executive officer** for any **named insured** that does not have a charter, constitution, by-laws or any other similar governing document; or
 - c. any individual responsible for the insurance, legal, or financial matters of the **named insured** including but not limited to General Counsel, Risk Manager, or Insurance Manager of the **named insured**.
2. If during the **policy period** any of **you** first become aware of a **wrongful act** to which this policy applies which may result in a **claim** under this policy and give **us** written notice within the **policy period** of:
- a. the specific **wrongful act**, the date of the **wrongful act** and the name of the potential claimant;
 - b. the **damages** which have or may result from the **wrongful act**; and
 - c. the circumstances by which **you** first became aware of the **wrongful act**;

then any **claim** first made arising out of the **wrongful act** will be deemed to have been made on the date **we** received written notice and therefore subject to items 3 and 4 below.

All notices or correspondence regarding **wrongful acts** or **claims** must be sent to the address(es) or facsimile(s) indicated by endorsement to this policy.

3. If a **claim** is made against any of **you**, as soon as any **specified insured** knows of such a **claim**, **you** must:
- a. immediately record the specifics of the **claim** and the date received;
 - b. immediately send **us** copies of all demands, notices, summonses and legal papers received in connection with the **claim**;
 - c. authorize **us** to obtain records and other information;
 - d. cooperate with **us** in the investigation, settlement, and defense of the **claim**; and
 - e. assist **us**, upon **our** request, in enforcing any right against any person or entity that may be liable to **you** or the claimant because of **damages** to which this policy may also apply.
4. None of **you** will, except at **your** own cost, make a payment, assume any obligation, or incur any cost without **our** prior written consent.

I. Legal Action Against Us

No person or entity has a right under this policy:

- 1. to join **us** as a party or bring **us** into a suit asking for **damages** from **you**; or
- 2. to sue **us** under this policy

unless all of its terms and conditions have been fully complied with.

A person or entity may sue **us** to recover on an agreed settlement or on a final judgment against **you** obtained after an actual trial or other binding adjudication. But **we** will not be liable for **claim expenses** or **damages** that are not payable under the terms and conditions of this policy or that are more than the applicable Limit of Liability.

An agreed settlement means a settlement that **we** agree to in writing.

J. Mergers, Consolidations or Acquisitions

- 1. If, after the Start Date of this policy shown in the Declarations, the **named insured**:
 - a. merges or consolidates with another entity; or

b. acquires more than fifty percent (50%) of the assets of another entity,

and the **named insured** is the surviving entity, the entity merged or consolidated with or acquired by the **named insured** will be afforded coverage under this policy as a **named insured** for a period of ninety (90) days or until the expiration of this policy, whichever is less.

2. **We** may endorse this policy to provide coverage beyond the period of time indicated in item 1 above if, within ninety (90) days of the merger, consolidation or acquisition transaction, **you** have:
 - a. provided **us** with full details of the transaction and any other additional underwriting information that **we** may require;
 - b. agreed to any amendment of the terms and conditions of this policy by endorsement issued by **us** relating to such transaction; and
 - c. agreed to and paid any additional premium for the endorsement related to such transaction.
3. This policy does not apply to any **claim** or **first party expenses** arising from or involving an entity that is merged or consolidated with or acquired by the **named insured** for any **wrongful act, cyber extortion threat, network intrusion, or network outage** that was committed when the **first named insured** did not own directly or indirectly more than fifty percent (50%) of the issued and outstanding voting stock of the entity.
4. The applicable retroactive date for an entity that was merged or consolidated with or acquired by the **named insured** will be the date of the merger, consolidation or acquisition by the **named insured**. **We** may endorse this policy to provide a different applicable retroactive date for the merged or consolidated with or acquired entity, if applicable information is provided to demonstrate similar coverage has been continuously maintained by the entity.
5. If after the Start Date of this policy shown in the Declarations:
 - a. the **first named insured** merges or consolidates with another entity and the **named insured** is not the surviving entity; or
 - b. more than 50% of the securities representing the right to vote for the **first named insured's** board of directors or managers is acquired by another person or entity, group of persons or entities, or persons and entities acting in concert;

then coverage shall continue under this policy and any renewal or replacement hereof but only for **wrongful acts** occurring prior to any such transaction. The **first named insured** shall give us written notice and full, written details of such transaction as soon as practicable (but, in all cases, within ninety (90) days of such transaction). If any transaction described herein occurs, then **we** will not be obligated to offer any renewal or replacement of this policy.

K. **Other Insurance and Payments Available to You**

Coverage under this policy will apply only in excess of all other:

1. insurance, except for other insurance that is written specifically to apply in excess over this policy;
2. bonds, self-insured retentions, deductibles, indemnifications; or
3. similar agreements or payment options available to **you**

whether they are stated to be primary, pro rata, contributory, contingent or otherwise.

L. **Payment of Premiums and Retention**

The **first named insured** must pay all premiums and Retentions when due. **We** will pay any return premiums to the **first named insured**.

M. Transfer of Rights of Recovery Against Others to Us

You must do nothing to impair **your** rights to recover all or any part of any payment **we** have made under this policy, and those rights are transferred to **us**. At **our** request **you** will bring suit or transfer those rights to **us** and help **us** enforce them. Any recoveries will be paid first to reimburse the person or entity that paid the subrogation costs, then to **us** for the amount **we** have paid. Any amount that may remain will be paid to the **first named insured**.

N. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without **our** written consent except in the case of death or bankruptcy.

If **you** die or become bankrupt, **your** rights and duties will be transferred to **your** legal representative but only while acting within the scope of duties as **your** legal representative.

Until **your** legal representative is appointed, anyone having proper temporary custody of **your** property will have **your** rights and duties but only with respect to that property.

O. Representations and Statements

By accepting this policy, **you** agree to all of the following:

1. the representations and statements contained in the application for coverage and other information submitted to **us** in applying for this policy are accurate and complete; they were made to induce **our** reliance upon them;
2. the representations and statements made to **us** in the application and other information submitted to **us** were made by the **named insured** on behalf of all of **you**; they are material to **our** decision to provide coverage; they are considered as incorporated in and constituting part of this policy;
3. **we** have issued this policy in reliance upon those representations and statements;
4. in the event the application or other information submitted to **us** contains misrepresentations or fails to state facts which affect **our** acceptance of the risk, the hazard assumed by **us**, the terms or conditions of the policy **we** offered or the premium **we** charged for this policy, **we** will not pay for any **claim expenses, damages, or first party expenses** relating to a **wrongful act, claim, cyber extortion threat, network intrusion, or network outage** under this policy; and
5. if **you** report any **wrongful act, claim, cyber extortion threat, network intrusion, or network outage** knowing it, or any of the representations and statements regarding the **wrongful act, claim, cyber extortion threat, network intrusion, or network outage** to be false or fraudulent, this insurance will not make payments for the **wrongful act, claim, cyber extortion threat, network intrusion, or network outage**.

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

issued to: CITIZEN COMMUNICATIONS LLC

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTELLECTUAL PROPERTY ENDORSEMENT - GIGA

You and we agree that:

Section II – Definitions, **professional services wrongful act** is changed to add the following:

- an **intellectual property wrongful act** in your performance of **enterprise services**

Section II – Definitions, **wrongful act** is changed to add the following:

- **intellectual property wrongful act**

Section II – Definitions is changed to add the following:

- **content** means data, code, masked works, text, images, sounds, scents, textures, tastes, or any other form of expression.
- **intellectual property wrongful act** means:
 1. infringement or, where applicable, dilution of: copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;
 2. piracy; plagiarism; or misappropriation of ideas under implied contract; but only when it directly relates to infringement of copyright or trademark; and
 3. misuse of an intellectual property right in **content**, but only when it results in **intellectual property wrongful acts** described in items 1. and 2. above.

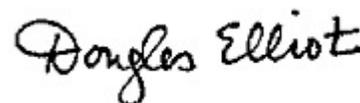
Section III – Exclusions, subsection A, item 12 is deleted and replaced with the following:

12. a. patent infringement or patent misuse; or
 - b. misuse, misappropriation or theft of trade secrets;

Section III – Exclusions, subsection B, is changed to add:

We will not pay damages or claim expenses or defend any of **you** for any **claim** made by or on behalf of any agent or independent contractor supplying **content**, material or services to any of **you** when the **claim** arises from or relates to the ownership or exercise of rights in the **content**, material or services supplied.

All other terms and conditions remain unchanged.



ENDORSEMENT NO: 1

Douglas Elliot, President

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

issued to: CITIZEN COMMUNICATIONS LLC

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDRESS FOR WRONGFUL ACT OR CLAIM NOTIFICATION OR CORRESPONDENCE ENDORSEMENT

You and we agree that:

Section VII – Conditions is changed to add the following:

All notices or correspondence regarding **wrongful acts** or **claims** must be sent to the attention of

The Hartford
Hartford Financial Products Claims Department

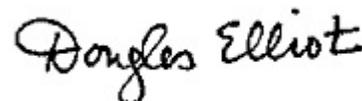
to one or more of the following:

By Mail: The Hartford
Claims Department
Hartford Financial Products
277 Park Avenue, 16th Floor
New York, New York 10172

By email: HFPClaims@thehartford.com

By facsimile: (917) 464-6000

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

issued to: CITIZEN COMMUNICATIONS LLC

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AND PAYMENTS AVAILABLE TO YOU – WHEN OTHER POLICY ISSUED BY US

This endorsement modifies insurance provided under:

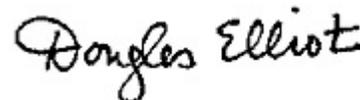
FailSafesm Enterprise Liability Policy

You and we agree that:

Section VII – **Conditions**, Subsection K. **Other Insurance and Payments Available to You** is amended to add:

However, if any **claim** or **wrongful act** is insured under any other valid and collectible policy or policies issued by **us**, the **first named insured** may designate which policy is primary. If the **first named insured** does not designate a primary policy in that event, any **claim** or **wrongful act** will be applied proportionally to those applicable policies issued by **us**.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

forms part

issued to: CITIZEN COMMUNICATIONS LLC

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENTERPRISE SERVICES AND TECHNOLOGY SERVICES FOR A FEE MODIFICATION ENDORSEMENT

You and we agree that:

Section II – Definitions, changed to delete and replace the following definitions:

- **enterprise services** means the tangible and intangible work product and services **you** provide to others. **Enterprise services** include, but are not limited to, **technology services**. **Enterprise services** expressly do not include any violations of law, rule or regulations related to one's status as, or any performance or failure to perform services as an accountant, architect, civil or structural engineer, dental or medical health care professional, insurance agent or broker, lawyer, mortgage broker or banker, real estate agent or broker, or surveyor.
- **technology services** means the following services performed for others:
 1. consulting, analysis, design, installation, training, maintenance, support and repair of or on: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 2. integration of systems;
 3. processing of, management of, mining or warehousing of data;
 4. administration, management, operation or hosting of: another party's systems, technology or computer facilities;
 5. website development; website hosting;
 6. internet access services; intranet, extranet or electronic information connectivity services; software application connectivity services;
 7. manufacture, sale, licensing, distribution, or marketing of: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 8. design and development of: code, software or programming;
 9. providing software application: services, rental or leasing;
 10. screening, selection, recruitment or placement of candidates for temporary or permanent employment by others as information technology professionals;
 11. **telecommunication services**;
 12. **telecommunication products**; and
 13. web related software and connectivity services performed for others.

All other terms and conditions remain unchanged.

ENDORSEMENT NO: 4

Douglas Elliot

Douglas Elliot, President

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

forms part

issued to: CITIZEN COMMUNICATIONS LLC

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

You and we agree that:

Section II – Definitions is changed to add the following:

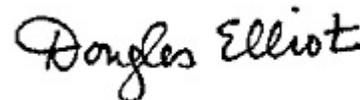
Asbestos hazard means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

Section II – Definitions is changed to add the following:

-- **asbestos hazard**, including any:

1. threatened loss, injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the **asbestos hazard**;
2. request, demand or order to test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an **asbestos hazard**; or
3. testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an **asbestos hazard**.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

issued to: CITIZEN COMMUNICATIONS LLC

by: HARTFORD FIRE INSURANCE CO.

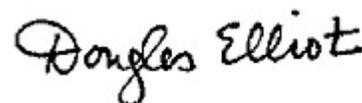
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNSOLICITED SENDING OF INFORMATION EXCLUSION

Section III – **Exclusions**, A., of the policy is amended by the addition of the following:

- Sending of information by fax, electronic mail (e-mail), or via any other means, where prohibited by law;

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

issued to: CITIZEN COMMUNICATIONS LLC

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL YOU

You and we agree that:

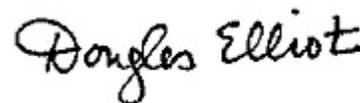
Section II – Definitions is changed to add the following to the definition of **you** or **your**:

8. City of Fairfield as an additional **you**, but only if:
 - a. the **claim** is caused by a **wrongful act** committed by the **named insured**, or by parties described in items 2 through 4 of the definition of **you** or **your** in Section II – Definitions, in the **named insured's** performance of **enterprise services**; and
 - b. there are no allegations of independent misconduct by City of Fairfield.

Section III – Exclusions, Subsection B.1 is deleted and replaced with the following:

1. any of **you**; however, this exclusion will not apply to **claims** made:
 - a. by any of **you** described in items 3, 4 or 5 of the definition of **you** when the **claim** is made in their capacity as a client as a result of **enterprise services** performed by the **named insured** on their behalf;
 - b. against the **named insured** by any of **you** described in items 3 or 4 of the definition of **you** when the **claim** is the result of the **named insured's** failure to prevent identity theft or disclosure of **nonpublic personal information**; or
 - c. by City of Fairfield when the **claim** is made in their capacity as a client as a result of **enterprise services** performed by the **named insured** on their behalf.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

forms part

issued to: CITIZEN COMMUNICATIONS LLC

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE RETROACTIVE DATE ENDORSEMENT FOR EXPANDED PERILS

You and we agree that:

Item 3. Retroactive Date of the Declarations is deleted and replaced with the following:

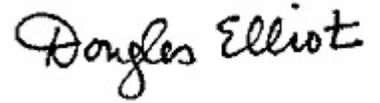
3. Retroactive Date

For all purchased types of **wrongful acts** designated below, the Retroactive Date shall be as specified:

[WRONGFUL ACT TYPE NOT PURCHASED]	[WRONGFUL ACT TYPE PURCHASED WITH SPECIFIED RETROACTIVE DATE]
<input type="checkbox"/>	<input checked="" type="checkbox"/> Specified RETROACTIVE DATE shall be <u>07/28/2015</u> for professional services wrongful acts , subject to the any RETROACTIVE DATE stated below for any security wrongful acts, intellectual property wrongful acts, or personal injury wrongful acts.
<input type="checkbox"/>	<input checked="" type="checkbox"/> Specified RETROACTIVE DATE shall be <u>07/28/2015</u> for security wrongful acts.
<input type="checkbox"/>	<input checked="" type="checkbox"/> Specified RETROACTIVE DATE shall be <u>07/28/2020</u> for intellectual property wrongful acts.
<input checked="" type="checkbox"/>	<input type="checkbox"/> Specified RETROACTIVE DATE shall be for personal injury wrongful acts.
<input type="checkbox"/>	<input checked="" type="checkbox"/> Specified RETROACTIVE DATE shall be <u>07/28/2015</u> for: -- data privacy wrongful acts; -- actual or alleged failure to provide any required notices in connection with any part of a data privacy wrongful act; -- network wrongful acts.
<input checked="" type="checkbox"/>	<input type="checkbox"/> Specified RETROACTIVE DATE shall be for media wrongful acts.

If any space for a date in this sub-paragraph is left blank for a purchased type of **wrongful act**, coverage under this policy does not apply to any such **wrongful act** committed before the Start Date stated in item 2 of the Declarations. There is no coverage under this policy for types of **wrongful acts** not purchased. Nothing stated herein shall be interpreted to expand any definition of **wrongful act** in this policy.

All other terms and conditions remain unchanged.

A handwritten signature in black ink that reads "Douglas Elliot". The signature is written in a cursive, flowing style.

Douglas Elliot, President

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

issued to: CITIZEN COMMUNICATIONS LLC

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS LIMIT RESTRICTION ENDORSEMENT (TWO LIMIT CHANGES)

You and we agree that:

1. Solely with regards to the Limits of Liability stated in item 4 of the Declarations that are:

- A. \$0 in excess of the first \$1,000,000 under the Each **Wrongful Act** Limit
- B. \$1,000,000 in excess of the first \$1,000,000 under the Aggregate Limit

Section III – Exclusions, is changed to add the following sub-section:

We will not pay **damages, first party expenses, or claim expenses** or defend any of **you** for any actual or alleged **wrongful act** that occurred prior to: 12/5/2018.

2. Solely with regards to the Limits of Liability stated in item 4 of the Declarations that are:

- A. \$1,000,000 in excess of the first \$1,000,000 under the Each **Wrongful Act** Limit
- B. \$0 in excess of the first \$2,000,000 under the Aggregate Limit

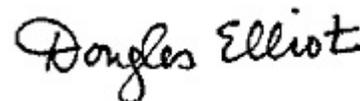
Section III – Exclusions, is changed to add the following sub-section:

We will not pay **damages, first party expenses, or claim expenses** or defend any of **you** for any actual or alleged **wrongful act** that occurred prior to: 10/10/2019.

Nothing in this endorsement is intended, nor shall it be construed, to:

- increase the Limits of Liability under this Policy stated in item 4 of the Declarations, or
- obligate or require **us** to pay **damages, first party expenses, or claims expenses** under this Policy in any amount exceeding the Limits of Liability under this Policy stated in item 4 of the Declarations.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

issued to: CITIZEN COMMUNICATIONS LLC

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CONTRACTOR, TEMPORARY, OR LEASED PERSONNEL ENDORSEMENT

You and we agree that:

Section II – Definitions is amended as follows:

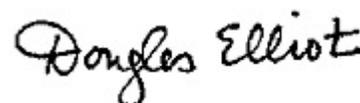
The definition of **you**, item 4, is deleted and replaced with the following:

- Any agent, independent contractor, temporary, or leased personnel, but only while acting within the scope of his or her **contract worker agreement** with the **named insured**.

The definition of **contract worker agreement** is deleted and replaced with the following:

- **contract worker agreement** means a signed agreement between the **named insured** and an agent, independent contractor, or temporary or leased personnel when the agreement provides that:
 1. the agent, independent contractor, or temporary or leased personnel will provide specific **enterprise services** on behalf of the **named insured**;
 2. the **named insured** will indemnify the agent, independent contractor, or temporary or leased personnel for those **enterprise services**; and
 3. the agreement is made before any **wrongful act** that may give rise to a **claim**.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

forms part

issued to: CITIZEN COMMUNICATIONS LLC

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAMMER CLAUSE MODIFICATION ENDORSEMENT

You and we agree that:

Section I – Coverage, subsection B, item 3.a. is deleted and replaced with the following:

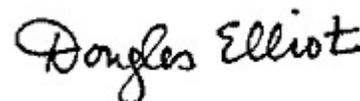
- a. You will not settle any **claim** without **our** prior written consent, even if the **claim** is less than the amount of the Retention. **We** have the right to settle all **claims**, wherever made, unless **we** receive a written objection from the **first named insured** before **we** agree to a settlement. The **first named insured** will be notified before **we** agree to a settlement. If the **first named insured** objects to a settlement recommended by **us** and acceptable to the claimant, then **our** duty to pay will be limited to:
- (1) the amount of **damages** for which the **claim** could have been settled; plus
 - (2) all **claim expenses** incurred and paid or payable by **us** or the **first named insured** at the time **we** made **our** recommendation; plus
 - (3) 80 percent (80%) of all covered **damages** and **claim expenses** incurred and paid or payable by **us** or the **first named insured** after the time **we** made **our** recommendation.

If the total of these amounts falls within **your** Retention, **we** will have no duty to pay **damages** and **claim expenses** on that **claim**.

In no event will **we** be obligated to pay more than the remaining applicable Limit of Liability determined under Section V – Limits of Liability and Retention.

In **claims** where the **first named insured** has objected to a settlement recommended by **us**, **we** have the right to stop defending and paying **claim expenses** upon tendering control of the defense to **you**.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

issued to: CITIZEN COMMUNICATIONS LLC

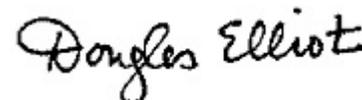
by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW SUBSIDIARY, MERGER, CONSOLIDATION OR ACQUISITION - SPECIALTY RISKS ENDORSEMENT

- I. Section II – Definitions, subsection 1 within the definition of **Subsidiary**, is deleted and replaced with the following:
 1. **Subsidiary** also includes any corporation which becomes a **subsidiary** during the **policy period**, provided that as soon as practical, **you** have:
 - a. provided **us** with full details of the new **subsidiary** including a completed and signed **subsidiary** application any other underwriting information **we** may require;
 - b. agreed to and paid any additional premium related to the **subsidiary**, if projected gross annual revenues of the new **subsidiary** are equal to or greater than 35 percent (35%) of the projected gross annual revenues for all of **you** on the Start Date of this policy; and
 - c. agreed to any change in the terms and conditions of this policy required by **us** relating to the new **subsidiary**.
- II. Section VII – Conditions, subsection 2 within J. **Mergers, Consolidations or Acquisitions**, is deleted and replaced with the following:
 2. **We** may endorse this policy to provide coverage beyond the period of time indicated in item 1. above if, as soon as practical after the merger, consolidation or acquisition transaction, **you** have:
 - a. provided **us** with full details of the transaction and any other additional underwriting information that **we** may require;
 - b. agreed to any amendment of the terms and conditions of this policy by endorsement issued by **us** relating to such transaction; and
 - c. agreed to and paid any additional premium for the endorsement related to such transaction, if, as a result of the transaction, projected gross annual revenues for all of **you** increases 35 percent (35%) or more over the projected gross annual revenues on the Start Date of this policy.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

forms part

issued to: CITIZEN COMMUNICATIONS LLC

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POST INCIDENT REMEDIATION EXPENSE EXTENSION

You and we agree that:

A. Section VII - Conditions is amended by the addition of the following:

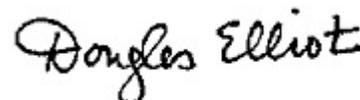
Post Incident Remediation Expense Coverage Extension

1. Subject to the additional terms and conditions set forth herein, if a **data privacy wrongful act, network security wrongful act, or network intrusion** results in covered **first party expenses or damages** under this policy, then the Insurer will reimburse the **named insured** for **post incident remediation expenses** which the **insured** incurs but only if, as additional conditions precedent to coverage hereunder:
 - a. the **post incident remediation expenses**: (i) directly result from a **claim, or a data privacy wrongful act, network security wrongful act, or network intrusion** which result in **first party expenses**, that have been noticed, accepted and covered under this policy and (ii) are incurred within 120 days from the time final payment made by the insurer for such **claim or first party expenses**; and
 - b. the highest applicable Retention to the **claim or first party expenses** referenced in 1.a. above has been satisfied by payment by the **named insured** in accordance with the terms and conditions of this policy.
2. **post incident remediation expenses** are subject to a limit of insurance of \$5,000. in the aggregate per **policy period**, which, notwithstanding Section V. A. 2. shall be in addition to the Aggregate Limit stated in Item 4 of the Declarations.

B. Section II. **DEFINITIONS** is amended by the addition of the following:

- **post incident remediation expenses** means reasonable and actual expenses incurred by the **named insured**, in excess of their ordinary operating expenses, solely to remediate deficiencies material to the covered **first party expenses or damages**, referenced in A.1. (of this Endorsement) above, which remediation improves the **named insured's** privacy and network security policy, process, or controls.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

forms part

issued to: CITIZEN COMMUNICATIONS LLC

by: HARTFORD FIRE INSURANCE CO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
FIRST PARTY EXPENSE ENDORSEMENT WITH
CYBER BREACH COACH NO RETENTION**

You and we agree that:

The Limits of Liability stated in item 4 and the Retention Each **Wrongful Act** stated in item 5 of the Declarations Page are amended to add the following Limits of Insurance, Retentions, Waiting Periods, and Period of Restorations:

First Party Aggregate Limit:	\$100,000		
<u>First Party Expense</u>	<u>First Party Sublimits</u>	<u>First Party Retention</u>	<u>First Party Waiting Period</u>
Crisis Management Expense	\$100,000	\$5,000	
Cyber Investigation Expense	\$100,000	\$5,000	
Data Privacy Regulatory Expense	\$100,000	\$5,000	
Notification and Identity Protection Expense	\$100,000	\$5,000	
PCI Expense	\$N/A	\$N/A	
Cyber Extortion Expense	\$100,000	\$5,000	
Business Interruption Loss	\$N/A	\$N/A	0 hrs
Dependent Business Interruption Loss	\$N/A	\$N/A	0 hrs
Data Restoration Expense	\$N/A	\$N/A	
<u>Period of Restoration</u>			
Business Interruption Loss	0 days		
Dependent Business Interruption Loss	0 days		

The above First Party Aggregate Limit and First Party Sublimits are all sublimits of insurance that are part of, and not in addition to, the Aggregate Limit stated in item 4 of the Declarations.

If the space for any of the above First Party Sublimits is left blank or indicated as "N/A", then there is no coverage for that First Party Expense. If the space for a First Party Retention is left blank or indicated as "N/A", the applicable First Party Retention will be the same as the Retention Each **Wrongful Act** stated in item 5 of the Declarations. If the space for a First Party Waiting Period is left blank, the applicable Waiting Period will be 12 hours. If the space for a Period of Restoration is left blank, the applicable Period of Restoration will be 30 days.

Section I – Coverage, Subsection A. Insuring Agreement is amended to add:

First party expenses elected below are subject to the applicable First Party Sublimit, the First Party Aggregate Limit and the Aggregate Limit stated in Item 4 of the Declarations, and are in excess of the applicable First Party Retention and Waiting Period. Where applicable, they are also subject to a **period of restoration**. The following **first party expenses** are provided if:

- (i) designated with an 'X' hereon,

(ii) a limit is specified for the applicable First Party Sublimit stated on page 1 of this endorsement, and

(iii) **you** receive **our** prior written consent for such **first party expenses**:

- Crisis Management Expenses Coverage
We will reimburse the **named insured** for **crisis management expenses** that directly result from a **data privacy wrongful act** or **network intrusion**.
- Cyber Investigation Expenses Coverage
We will reimburse the **named insured** for **cyber investigation expenses** that directly result from a **data privacy wrongful act** or **network intrusion**.
- Data Privacy Regulatory Expenses Coverage
We will reimburse the **named insured** for **data privacy regulatory expenses** that directly result from a **data privacy wrongful act**.
- Notification and Identity Protection Expenses Coverage
We will reimburse the **named insured** for **notification and identity protection expenses** that directly result from a **data privacy wrongful act**.
- PCI Expenses Coverage
We will reimburse the **named insured** for **pci expenses** that the **named insured** becomes legally obligated to pay as a direct result of a **data privacy wrongful act** or **network wrongful act**.
- Cyber Extortion Expenses Coverage
We will reimburse the **named insured** for **cyber extortion expenses** that directly result from a **cyber extortion threat** communicated to the **named insured** by a person or group, who is not insured under this policy.
- Business Interruption Loss Coverage
We will reimburse the **named insured** amounts which the **named insured** incurs during the **period of restoration** as **business interruption loss** after the expiration of the Waiting Period, and **extra expense**, directly resulting from the **named insured's network outage**.
- Dependent Business Interruption Loss Coverage
We will reimburse the **named insured** amounts which the **named insured** incurs during the **period of restoration** as **dependent business interruption loss** after the expiration of the Waiting Period, and **extra expense**, directly resulting from a **third party service provider's network outage**.
- Data Restoration Expense Coverage
We will reimburse the **named insured** for **data restoration expenses**, as a direct result of the **network intrusion**.

Section I – Coverage, Subsection C. When We Insure is amended to add:

The coverage for **first party expenses** offered under this policy apply only if the following applicable terms are met:

1. the **wrongful act** is first discovered by a **specified insured** during the **policy period** and is reported to **us** in writing as soon as practicable from the discovery of the **wrongful act** by a **specified insured** but no later than ninety (90) days after the expiration of the **policy period**;
2. the **cyber extortion threat** or **network outage** first occurs during the **policy period** and is reported to **us** in writing by a **specified insured** as soon as practicable from the date the **cyber extortion threat** or **network outage** occurs but no later than ninety (90) days after the expiration of the **policy period**;
3. the **network intrusion** is discovered a **specified insured** during the **policy period** and is reported to **us** in writing by **you** as soon as practicable from the date the **network intrusion** is discovered but no later than ninety (90) days after the expiration of the **policy period**; and
4. prior to surrendering **cyber extortion payments** or the surrendering of property or other consideration as payment, the **named insured** conducts a reasonable investigation and reasonably determines that the threat is technologically credible.

There is no coverage under this endorsement arising out of any **data privacy wrongful acts**, **cyber extortion threats**, **network intrusions**, **network outages**, or **network wrongful acts** occurring during any Extended Reporting Period offered under this policy. No Extended Reporting Period available to any of **you** shall apply to any **first party expenses**.

None of **you** will, except at **your** own cost, make a payment, assume any obligation, or incur any cost without **our** consent, which will not be unreasonably withheld. The **named insured** shall obtain prior written approval from **us** prior to incurring **first party expenses**. However, **you** will not need prior written approval for the retention of any service provider on the panel of **cyber first responders**.

All notices or correspondences regarding **wrongful acts**, **cyber extortion threats**, **network intrusions**, or **network outages**, must be sent to the address (es) or facsimile(s) indicated by endorsement to this policy.

If a **wrongful act**, **cyber extortion threat**, **network intrusion**, or **network outage** occurs, **you** must:

1. immediately record the specifics of the **wrongful act**, **cyber extortion threat**, **network intrusion**, or **network outage**, and the date it occurred;
2. immediately send **us** copies of all applicable demands, notices, summonses and legal papers received in connection with the **wrongful act**, **cyber extortion threat**, **network intrusion**, or **network outage**;
3. authorize **us** to obtain records and other information;
4. cooperate with **us** in the investigation of the **wrongful act**, **cyber extortion threat**, **network intrusion**, or **network outage**; and
5. assist **us**, upon **our** request, in enforcing any right against any person or entity that may be liable to **you** for the **first party expenses** that may be applicable to this coverage endorsement.

Section II – Definitions, is amended in the following manner:

The following definitions in Section II – Definitions are deleted and replaced with the following:

- **business interruption loss** means the sum of **actual income loss** and the **named insured's** continuing fixed operating and payroll expenses, resulting from a **network outage** of a **named insured's computer system**.

business interruption loss does not include any

1. contractual liability or the value of, or associated with, any cancelled contract, including but not limited to any sums due pursuant to a contractual provision for liquidated damages, agreed penalties, or similar remedy;
2. costs or expenses incurred to update, replace, restore, or improve the **computer system**;
3. costs or expenses incurred to identify or remediate vulnerabilities or errors in the **computer system**;

4. **damages**;
5. **claim expenses**;
6. other **first party expenses**; or
7. amounts that are uninsurable pursuant to applicable law.

■ **crisis management expenses** means reasonable and necessary fees and expenses:

1. charged by a **crisis management firm** or **cyber breach coach** in the performance of **crisis management services**; and
2. for printing, advertising, mailing of materials, or travel by an **executive officer**, partner, owner, employee, agent of the **named insured**, or the **crisis management firm** as a direct response to a **data privacy wrongful act** or **network intrusion**.

crisis management expenses do not include any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**, nor do they include any amounts that are uninsurable pursuant to applicable law.

■ **crisis management firm** means any public relations or law firm hired or appointed by **us** or by **you** to perform **crisis management services** in connection with a **data privacy wrongful act** or **network intrusion**.

■ **crisis management services** means those services performed by a **crisis management firm** or **cyber breach coach** to minimize potential harm to the **named insured** arising from a **data privacy wrongful act** or **network intrusion**, including:

1. maintaining and restoring public confidence in the **named insured**;
2. providing advice to the **named insured** in connection with such **data privacy wrongful act** or **network intrusion**;
3. determining the **named insured's** legal obligations under **data privacy laws**;
4. providing necessary legal services to the **named insured** in responding to a **data privacy wrongful act** or **network intrusion**; and
5. communicating prior to a **claim** or **data privacy regulatory proceeding** with regulators, consumers, and clients regarding a **data privacy wrongful act** or **network intrusion**.

■ **cyber extortion payments** means any actual, reasonable, and necessary monetary amounts, including amounts in bitcoin and cryptocurrencies, at the actual rate of exchange at the date and time of the transaction in the equivalent of United States of America dollars, paid by the **named insured** with **our** consent, not to be unreasonably withheld, to a party who is not insured under this policy and whom the **named insured** reasonably believes to be responsible for the **cyber extortion threat** if insurable pursuant to applicable law. **Cyber extortion payments** will also include any reasonable and necessary expenses incurred in order to facilitate, mitigate or negotiate any actual amount paid in response to the **cyber extortion threat**.

■ **data restoration expenses** means the actual, reasonable, and necessary expenses incurred by **you** to restore, replace or recover a computer program, software, application or other electronic data that is altered, destroyed, stolen, impaired or erased as a result of a **network intrusion**.

If **you** determine that such computer program, software, application or other electronic data cannot be reasonably restored, replaced or recovered, then **data restoration expenses** means only the reasonable and necessary costs incurred by **you** to reach this determination.

At **our** sole discretion, and subject to the **our** prior written consent which will not be unreasonably withheld, **we** may agree to reimburse the **named insured** for **internal expense** incurred to restore, remediate, replace, or recover a computer program, software, application or other electronic data.

data restoration expenses do not include costs or expenses incurred to:

1. identify or remediate any errors or vulnerabilities or to update, restore, replace, upgrade, maintain, or improve any **computer system**;
2. duplicate the research that led to the development of the **named insured's** computer program, software, application, other electronic data or any proprietary or confidential information or intellectual property; or
3. develop or purchase any computer program, software, application or other electronic data.

Nor do **data restoration expenses** include:

- a. the economic or market value of any **computer system**, computer program, software, application or other electronic data;
 - b. any amounts that are uninsurable pursuant to applicable law; or
 - c. any of **your** overhead expenses or any salaries, wages, fees, or benefits of any **you**.
- **period of restoration** means the period of time that begins with the date and time of the **network outage** and ends on the date and time the **named insured's** income is or could have been restored to substantially the level that would have existed in the absence of the **network outage**. The foregoing notwithstanding, in no event shall the **period of restoration** exceed the number of days set forth in the Declarations.

The definition of **cyber extortion threat** in Section II. Definitions is amended to delete item 2. of the definition and replace with the following:

alter, damage, encrypt, render inaccessible, or continue to render inaccessible any computer program, software or electronic data that is stored within the **computer system** including, but not limited to threats involving ransomware;

Section II – Definitions is amended to add the following definitions:

- **breach coach services** means the services described in sub-parts 3, 4, and 5 of the definition of “**crisis management services**” that are provided by a **cyber breach coach**.
- **cyber breach coach** means a pre-approved law firm on the list of **cyber first responders** at the time notice of a **data privacy wrongful act** or **network intrusion** discovered by a **specified insured** during the **policy period** is tendered to **us** for coverage under **crisis management expense** coverage.
- **cyber first responder** means a service provider approved by **us** to provide services related to the **first party expenses** in this Endorsement, and maintained in a periodically updated written list on The Hartford Cyber Center portal available at the following link: <https://cybercenter.thehartford.com>
- **dependent business interruption loss** means the sum of **actual income loss** and the **named insured's** continuing fixed operating and payroll expenses, resulting from a **network outage** of a **third party service provider's computer system**.

Dependent business interruption loss does not include any:

1. contractual liability or the value of, or associated with, any cancelled contract, including but not limited to any sums due pursuant to a contractual provision for liquidated damages, agreed penalties, or similar remedy;
2. costs or expenses incurred to update, replace, restore, or improve the **computer system**;

3. costs or expenses incurred to identify or remediate vulnerabilities or errors in the **computer system**;
 4. **damages**;
 5. **claim expenses**;
 6. other **first party expenses**; or
 7. amounts that are uninsurable pursuant to applicable law.
- **internal expense** means a **named insured's** overhead expenses, or any salaries, wages, or fees of its employees incurred as a result of a **data privacy wrongful act** or **network intrusion** of a **named insured's computer system** when the **named insured** undertakes all or a portion of the work to restore, replace or recover a computer program, software, application or other electronic data instead of hiring an external vendor. Provided, however, that, as a condition precedent to coverage, **internal expense** will only be recognized if: 1) the **named insured** performs such task(s) under the advice of a **cyber first responder**, 2) such expenses are specifically allocable to the **data privacy wrongful act** or **network intrusion** response, and 3) the **named insured** submits activity based accounting records in full support of such expense allocation.

The definition of **first party expenses** in Section II. Definitions is amended to add the following:

first party expenses also means **dependent business interruption loss** and **internal expense**.

Section III – Exclusions, is amended in the following manner:

Subsection A, item 2. is amended to add the following:

This exclusion will also not apply to **first party expenses** covered hereunder as a result of the loss of the **named insured's** leased or owned computer hardware including mobile, networked, and data storage computing equipment;

Subsection A., item 11. is amended to add the following:

This exclusion will also not apply to **first party expenses** covered hereunder that the **named insured** pays as a direct result of a **data privacy wrongful act**;

Section V – Limits of Liability and Retention, Subsection A. Limits of Liability is amended to add:

3. First Party Aggregate Limit

Subject to A.2 of Section V – Limits of Liability and Retention, the First Party Aggregate Limit indicated in this endorsement is the most **we** will pay for the total of all **first party expenses** that apply to this policy, regardless of the number of:

- a. **named insureds** this policy covers; or
- b. **wrongful acts, cyber extortion threats, network intrusions, or network outages** that occur.

The First Party Aggregate Limit is a sublimit of insurance that is part of, and not in addition to, the Aggregate Limit stated in item 4 of the Declarations.

4. First Party Sublimits

Subject to A.2 and A.3 of Section V – Limits of Liability and Retention, the First Party Sublimit stated for each **first party expense** indicated in this endorsement is the most we will pay for each applicable **first party expense**, regardless of the number of:

- a. **named insureds** this policy covers; or
- b. **wrongful acts, cyber extortion threats, network intrusions, or network outages** that occur.

The First Party Sublimits are all sublimits of insurance that are part of, and not in addition to, the First Party Aggregate Limit referenced in item 3 above and also the Aggregate Limit stated in item 4 of the Declarations.

Further, any payment of **Breach Coach Services** by the Insurer will reduce the applicable Limits of Liability.

Section V – Limits of Liability and Retention is amended to add:

First Party Retentions

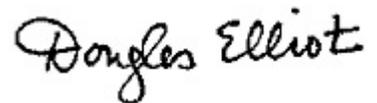
The First Party Retention stated for each **first party expense** indicated in this endorsement is the amount of money the **named insured** must pay for each applicable covered **first party expense** arising from a **wrongful act, cyber extortion threat, network intrusion, or network outage** before this policy will begin to pay. **You** may not insure a First Party Retention. A First Party Retention will not be reduced by the payment of any deductible amount or any amount retained by any of **you** under any other policy of insurance; and a First Party Retention will not be reduced by any payment made on **your** behalf by another person or entity. A First Party Retention will not reduce the applicable First Party Sublimit or the First Party Aggregate Limit. However, no retention will apply to the **Breach Coach Services**.

If multiple **first party expenses** arise from the same **wrongful act, network intrusion, cyber extortion threat or network outage**, the retention for each applicable **first party expense** will be applied separately. However, with respect to all **first party expenses** other than Business Interruption Loss and Dependent Business Interruption Loss, the sum of such First Party Retentions shall not exceed the largest such applicable Retention.

With respect to the Business Interruption Loss and Dependent Business Interruption Loss coverages of this policy, the applicable Waiting Periods will only apply to **business interruption loss** and **dependent business interruption loss**, but not to **extra expense**. The Business Interruption Loss and Dependent Business Interruption Loss Retentions will apply only to **extra expense**.

In no event shall the sum of all applicable Retentions triggered by the same **wrongful act, network intrusion, cyber extortion threat or network outage** exceed the largest applicable Retention.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

forms part

issued to: CITIZEN COMMUNICATIONS LLC

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR, HOSTILE LOSS OR TERRORISM EXCLUSION

You and we agree that:

Section II – Definitions is changed to add the following:

Hostile loss means:

1. confiscation, nationalization, requisition, seizure, destruction of or damage to property of any nature, tangible or intangible, infrastructure or service;
2. interruption or termination of services; or
3. use of military or usurped power or the imposition of martial law

by or under the order of any governmental or other authority; terrorist; or military or armed person or group

Terrorism means any act against any person, organization or property of any nature, tangible or intangible, infrastructure or service:

1. that involve the following or preparation for the following:
 - a. use or threat of force or violence; or
 - b. commission or threat of a dangerous act; or
 - c. commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
2. when one or both of the following applies:
 - a. the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

B. The following exclusion is added:

Section III – Exclusions, Subsection A is changed to add the following:

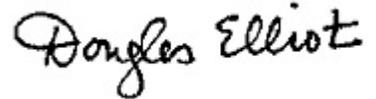
We will not pay for damages, first party expenses, or claim expenses or defend any of you for any **wrongful act or claim** arising out of or in any way related to any actual or alleged:

1. war, including undeclared or civil war; or

2. warlike action, including action in hindering or defending against an actual, threatened or expected attack, by a military force, any government, sovereign or other authority using military personnel or other agents; or
3. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
4. **hostile loss**, including any action taken in hindering or defending against an actual or expected **hostile loss**; or
5. **terrorism**, including any action taken in hindering or defending against an actual, or expected incident of **terrorism** regardless of any other cause or event that contributes concurrently or in any sequence to the **wrongful act** or **claim**. However, with respect to **terrorism**, this exclusion only applies to **claims** arising from activities:

- (a) determined by any government body or government official to be an act of terrorism; or
- (b) that **We** reasonably believe to be committed on behalf of, in concert with or at the behest of an organization, group, cell or network listed in Executive Order 13224 or any addition thereto or replacement thereof; including an organization, group, cell or network which is added to such order as a result of the act of **terrorism**.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

forms part

issued to: CITIZEN COMMUNICATIONS LLC

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR EXCLUSION WITH CYBER TERRORISM CARVE-BACK

This endorsement modifies insurance provided under:

FailSafesm Enterprise Liability Policy

You and we agree that:

Section III - **Exclusions**, Subsection A is amended to add the following:

This insurance does not apply to damages, first party expense or claim expenses, and we do not defend any of **you**, for any **wrongful act** or **claim** arising indirectly or directly out of:

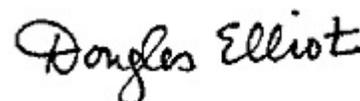
1. war, including undeclared or civil war; or
2. warlike action, including action in hindering or defending against an actual, threatened or expected attack, by a military force, any government, sovereign or other authority using military personnel or other agents; or
3. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;

Provided, however, that this exclusion will not apply to any act of **cyber terrorism**.

Section II – **Definitions** is amended to add the following:

- **cyber terrorism** means the premeditated use, or threatened use, of disruptive activities, including a **cyber extortion threat** against **your computer systems**, by an individual or group of individuals, whether acting alone or on behalf of or in connection with any organization or government, with the intent to demand a **cyber extortion payment**, cause a **network intrusion**, or violate **data privacy laws**, in furtherance of stated social, ideological, religious, economic or political objectives, or to intimidate the insured in furtherance of such objectives.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 7/28/21
of policy number 46 TE 0291375-21

issued to: CITIZEN COMMUNICATIONS LLC

by: HARTFORD FIRE INSURANCE CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

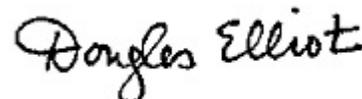
CALIFORNIA CHANGES

You and we agree that:

The definition of **Damages** in Section II – Definitions, is amended to add the following:

This policy does not provide coverage for punitive, exemplary or multiplied damages in the State of California.

All other terms and conditions remain unchanged.



Douglas Elliot, President

IMPORTANT INFORMATION TO POLICYHOLDERS

In the event you need to contact someone about this policy for any reason, please contact your producer. If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number:

*THE HARTFORD
PRODUCT SERVICES
HARTFORD FINANCIAL PRODUCTS
277 PARK AVENUE
16TH FLOOR
NEW YORK, NEW YORK 10172
1-212-277-0400*

If you have a problem with your insurance company, its producer or representative that has not been resolved to your satisfaction, please call or write to the Department of Insurance.

Consumer Services Division
California Department of Insurance
45 Fremont Street
23rd Floor
San Francisco, CA 94105
1-800-927-4357 or -1-213-897-8921

Written correspondence is preferable so that a record of your inquiry can be maintained. When contacting your producer, company or the Bureau of Insurance have your policy number available.



U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at — <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

DISCLOSURE FORM

CLAIMS-MADE POLICY IMPORTANT NOTICE TO POLICYHOLDER

THIS DISCLOSURE FORM IS NOT YOUR POLICY. IT DESCRIBES SOME OF THE MAJOR FEATURES OF OUR CLAIMS-MADE POLICY FORM. READ YOUR POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, AND WHAT IS AND IS NOT COVERED. ONLY THE PROVISIONS OF YOUR POLICY DETERMINE THE SCOPE OF YOUR INSURANCE PROTECTION.

DEFINITIONS

1. **claims-made policy** means an insurance policy that provides coverage only if a **claim** is made during the **policy period** or any applicable **extended reporting period**. A **claim** made during the **policy period** could be charged against a **claims-made policy** even if the event (the "**wrongful act**") causing the **claim** occurred many years prior to the **policy period**. If a **claims-made policy** has a **retroactive date**, an event prior to that date is not covered.
2. **extended reporting period** means a period allowing for making and reporting **claims** after expiration of a **claims-made policy**. This is also known as a "tail."
3. **occurrence policy** means an insurance policy that provides liability coverage only for an event that occurs during the policy term, regardless of when the **claim** is actually made. A **claim** made in the current policy year could be charged against a prior policy year, or may not be covered, if it arises from an event prior to the effective date.
4. **retroactive date** means the date on a **claims-made policy** that denotes the commencement date of coverage for events under the policy.

YOUR POLICY

Your policy is a **claims-made policy**. It provides coverage only when the event occurs on or after the policy **retroactive date** (if any) shown on **your** policy and before the end of the **policy period**, and when the **claim** is first made against **you** and reported in writing to **your** insurer as soon as practicable in accordance with the terms of the policy. Upon termination of **your claims-made policy**, an **extended reporting period** option is available from **your** insurer.

There is no difference in the kind of event covered by **occurrence policies** or **claims-made policies**. **Claims for damages** may be assigned to different **policy periods**, depending on which type of policy **you** have.

PRINCIPAL BENEFITS

This policy provides coverage for **damages** and **claim expenses** in excess of the retention because of a **claim** caused by a **wrongful act** in **your** performance of **enterprise services**, up to the maximum dollar limit specified in the policy.

The principal benefits and coverages are explained in detail in **your claims-made policy**. Please read it carefully and consult **your** insurance producer about any questions **you** might have.

EXCEPTIONS, REDUCTIONS AND LIMITATIONS

Your claims-made policy contains certain exceptions, reductions and limitations. Please read them carefully and consult **your** insurance producer about any questions **you** might have.

RENEWALS AND EXTENDED REPORTING PERIODS

Your claims-made policy has some unique features relating to renewal, **extended reporting periods** and coverage for events with long periods of potential liability exposure.

If there is a **retroactive date** in **your** policy, no event prior to that date will be covered under the policy even if a **claim** is made and reported during the **policy period**. It is therefore important for **you** to be certain that there are no gaps in **your** insurance coverage. These gaps can occur in several ways. Among the most common are:

1. If **you** switch from an **occurrence policy** to a **claims-made policy**, the **retroactive date** in **your claims-made policy** should be no later than the expiration date of the **occurrence policy**.
2. When replacing a **claims-made policy** with a **claims-made policy**, **you** should consider the following:
 - a. The **retroactive date** in the replacement policy should extend far enough back in time to cover any events with long periods of liability exposure, or
 - b. If the **retroactive date** in the replacement policy does not extend far enough back in time to cover events with long periods of liability exposure, **you** should consider purchasing **extended reporting period** coverage under the old **claims-made policy**.
3. If **you** replace this **claims-made policy** with an **occurrence policy**, **you** may not have insurance coverage for a **claim** arising during the period of **claims-made** unless **you** have purchased an **extended reporting period** under the **claims-made policy**. **Extended reporting period** coverage must be offered to **you** by law for at least one year after the expiration of the **claims-made policy** at a premium not to exceed 200% of **your** last policy premium.

CAREFULLY REVIEW YOUR POLICY REGARDING THE AVAILABLE EXTENDED REPORTING PERIOD COVERAGE, INCLUDING THE LENGTH OF COVERAGE, THE PRICE AND THE TIME PERIOD DURING WHICH YOU MUST PURCHASE OR ACCEPT ANY OFFER FOR EXTENDED REPORTING PERIOD COVERAGE.



Producer Compensation Notice

You can review and obtain information on The Hartford's producer compensation practices at www.thehartford.com or at 1-800-592-5717.



City Council Staff Report

February 8, 2022

From: Steve Rodrigues, Police Lieutenant
Prepared by: Steve Rodrigues, Police Lieutenant
Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting an allocation of funds, authorizing the execution of a grant agreement and commitments necessary to administer the Federal FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) from the United States Department of Justice, Office of Criminal Justice Programs, in the amount of \$32,388, and appropriating said funds to account number 266-20-255-341.35720_011 "Revenue JAG Grant 15PBJA-21-GG-01259-JAGX" and account number 266-20-255-341.51107_011 "JAG Expenses 15PBJA-21-GG-01259-JAGX" in Fund 266 "Police Services Grants"

2. SYNOPSIS:

Accepting an allocation of funds, authorizing the execution of a grant agreement, and appropriating funds for the Federal FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) from the United States Department of Justice, Office of Criminal Justice Programs, in the amount of \$32,388.

3. DISCUSSION OF ISSUE:

The JAG program is the combination of the former Byrne Formula and Local Law Enforcement Block Grant programs. The City's 2021 (based on the Federal fiscal year) JAG allocation is \$32,388.

The application for the Federal FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) was submitted in July 2021. On October 12, 2021, an email notification was received advising that the City of Turlock was awarded the FY 2021 Edward Byrne Memorial Justice Assistance Grant by the Office of Justice Programs at the U.S. Department of Justice for the amount of \$32,388.

The procedure for allocating JAG funds is a formula based on population and crime statistics in combination with a minimum allocation. The funding is based on the Part One Crime Index. JAG funds can be used to pay for equipment used in front-line law enforcement. No local match is required in connection with the expenditure of these funds.

The Turlock Police Department intends to allocate the 2021 JAG funds to purchase equipment for front-line law enforcement use. This could take the form of weapons, radios, or other equipment used by police officers and/or community service officers in need of replacement or will add new capabilities. The amount requested would be combined with allocated funds to accomplish this goal.

4. BASIS FOR RECOMMENDATION:

- A. United States Department of Justice, Office of Justice Programs, requires the application be made public and be reviewed by the City of Turlock City Council, as well as provide an opportunity for public comment.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Appropriation of grant funds in the amount of \$32,388 to account number 266-20-255-341.35720_011 "Revenue JAG Grant 15PBJA-21-GG-01259-JAGX" and account number 266-20-255-341.51107_011 "JAG Expenses 15PBJA-21-GG-01259-JAGX" in Fund 266 "Police Services Grants"

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council could decline the request to allocate the 2021 JAG funds as requested requiring staff to determine other uses for these funds within the specific program guidelines. Staff does not recommend this.
- B. Council could decline to accept the 2021 JAG funds. Staff does not recommend this.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING AN } RESOLUTION NO. 2022-
ALLOCATION OF FUNDS, AUTHORIZING }
THE EXECUTION OF A GRANT }
AGREEMENT AND COMMITMENTS }
NECESSARY TO ADMINISTER THE }
FEDERAL FY 2021 EDWARD BYRNE }
MEMORIAL JUSTICE ASSISTANCE GRANT }
(JAG) FUNDS FROM THE UNITED STATES }
DEPARTMENT OF JUSTICE, OFFICE OF }
CRIMINAL JUSTICE PROGRAMS, IN THE }
AMOUNT OF \$32,388, AND }
APPROPRIATING SAID FUNDS TO }
ACCOUNT NUMBER }
266-20-255-341.35720_011 "REVENUE JAG }
GRANT 15PBJA-21-GG-01259-JAGX" AND }
ACCOUNT NUMBER }
266-20-255-341.51107_011 "JAG GRANT }
EXPENSES 15PBJA-21-GG-01259-JAGX" }
IN FUND 266 "POLICE SERVICES GRANTS" }

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) is a federal grant program, combining and replacing the Byrne Formula and Local Law Enforcement Block Grant programs with a single funding mechanism intended to simplify the administration process for the grantees; and

WHEREAS, the procedure for allocating JAG funds is a formula based on population and crime statistics, based on the Part One Crime Index, in combination with a minimum allocation; and

WHEREAS, Turlock Police Department has been awarded these grant funds to pay for equipment, technology, and other materials directly related to the basic, front-line law enforcement functions; and

WHEREAS, the United States Department of Justice, Office of Justice Programs, requires this program to be reviewed and approved by the Turlock City Council; and

WHEREAS, Turlock Police intends to allocate Federal FY 2021 JAG funds to purchase equipment for front-line law enforcement use in the form of weapons, radios, tactical and/or other equipment used by police officers and/or community service officers which are in need of replacement or will add new capabilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept an allocation of funds, authorizing the execution of a grant agreement and commitments necessary to administer the Federal FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs, in the amount of \$32,388, and appropriating said funds to account number 266-20-255-341.35720_011 "Revenue JAG Grant 15PBJA-21-GG-01259-JAGX" and account number 266-20-255-341.51107_011 "JAG Expenses 15PBJA-21-GG-01259-JAGX" in Fund 266 "Police Services Grants"

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of February 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Kellie Weaver, Interim City Clerk,
City of Turlock, County of Stanislaus,
State of California

✓ Award Letter

October 12, 2021

Dear Sarah Eddy,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by TURLOCK, CITY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$32,388.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the

Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity.

Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c) (5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

Incorporates NEPA Compliance in Further Developmental Stages

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	—	Terry

∨ **Award Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

 **Recipient Information**

Recipient Name

TURLOCK, CITY OF

DUNS Number

078792496

UEI

—

Street 1

Street 2

City

TURLOCK

State/U.S. Territory

California

Zip/Postal Code

95380

Country

United States

County/Parish

Province


Award Details
Federal Award Date

10/12/21

Award Type

Initial

Award Number

15PBJA-21-GG-01259-JAGX

Supplement Number

00

Federal Award Amount

\$32,388.00

Funding Instrument Type

Grant

Assistance Listing Number **Assistance Listings Program Title**

16.738

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).



I have read and understand the information presented in this section of the Federal Award Instrument.

∨ **Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP
Program Office
BJA

Application Number

GRANT13423451

Grant Manager Name Phone Number
Elaine Smokes [202-598-7139](tel:202-598-7139)

E-mail Address
Elaine.Smokes@usdoj.gov

Project Title

Equipment - Police Department Personnel

Performance Period Start Date

10/01/2020

Performance Period End Date

09/30/2024

Budget Period Start Date

10/01/2020

Budget Period End Date

09/30/2024

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and

education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.



I have read and understand the information presented in this section of the Federal Award Instrument.

∨ Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



I have read and understand the information presented in this section of the Federal Award Instrument.

∨ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award

Information, Project Information, Financial Information, and Award Conditions.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by

120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ")

may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and

email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and

therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

 **27**

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

 **28**

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

 **29**

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

 **30**

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be

applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

39

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

40

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

41

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

42

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

[Load More](#)



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Name of Approving Official

Signed Date And Time

Deputy Assistant Attorney
General

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Acting City Manager

Name of Authorized Entity Official
Dan Madden

Signed Date And Time
10/25/2021 2:38 PM

City Council Staff Report

February 8, 2022



From: Steven Williams, Police Captain

Prepared by: Steven Williams, Police Captain
Lisa Schimmelfennig, Deputy City Clerk

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Reaffirming the Proclamation of a Local Emergency by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services) in Response to a continuing Unsheltered Homeless Crisis (UHC) within the City of Turlock and Confirming Rules and Regulations No. 1 Made and Issued by Interim City Manager Sarah Tamey Eddy (Director of Emergency Services)

2. SYNOPSIS:

On July 9, 2021, Interim City Manager Sarah Tamey Eddy, in her role as the Director of Emergency Services, proclaimed a Local Emergency in response to the Unsheltered Homeless Crisis within the City of Turlock, which was ratified by the Turlock City Council on July 13, 2021.

Pursuant to the City of Turlock Emergency Operations Plan section 5.1.3, the governing body shall review the need for continuing the local emergency at regularly scheduled board (City Council) meetings at least once every 60 days until the governing body terminates the local emergency at the earliest possible date that conditions warrant

An unsheltered homeless crisis continues to exist; therefore, staff recommends City Council reaffirm the emergency declaration.

3. DISCUSSION OF ISSUE:

In recent years, the City of Turlock has experienced an increase in the numbers of unsheltered homeless and the emergence of significant homeless encampments.

On March 14, 2021, the City's Director of Emergency Services (Acting City Manager) issued a Proclamation of the Existence of a Local Emergency declaring a local emergency related to the Unsheltered Homeless and Encampments Crisis ("UHEC") in the City described in that proclamation which was ratified by the City Council on March 16, 2021.

During the UHEC Local Emergency, the City engaged in extensive efforts of education and the offering of social services and emergency shelter (“Outreach Efforts”) to the unsheltered homeless, especially those in significant homeless encampments. Those Outreach Efforts alleviated the portion of the local emergency related to large encampments but have not resolved the portion of the local emergency related to the continuing emergency of unsheltered homeless individuals and families. On July 13, 2021, the Turlock City Council voted to terminate the Local Emergency in response to the Unsheltered Homeless and Encampment Crisis (UHEC) ratified by City Council on March 16, 2021.

Turlock Municipal Code Section 4-2-105(c)(1) authorizes the City Manager, serving as the Director of Emergency Services, to issue a Proclamation of a Local Emergency if the City Council is not in session. The Proclamation by the City Manager must then be ratified by the City Council within seven (7) days thereafter, or the proclamation shall have no further force or effect.

Turlock Municipal Code Section 4-2-106(a) authorizes the City Manager, serving as the Director of Emergency Services, to make and issue rules and regulations on matters related to the protection of life and property.

On July 9, 2021, Interim City Manager Sarah Tamey Eddy in her role as the Director of Emergency Services, proclaimed a Local Emergency in response to the Unsheltered Homeless Crisis within the City of Turlock, which was ratified by the Turlock City Council on July 13, 2021.

Also, on July 9, 2021, Interim City Manager Sarah Tamey Eddy executed Rules and Regulations No. 1 Made and Issued Under the Proclamation of a Local Emergency in Response to the Unsheltered Homeless Crisis on July 9, 2021, which were confirmed by the Turlock City Council on July 13, 2021.

City staff from all City Departments are prepared and continue to engage in an ongoing effort designed to reverse the trend of increasing unsheltered homelessness within the City of Turlock while a comprehensive planning effort continues to develop longer-term strategies and preventive measures to assist unsheltered homeless individuals and families.

In addition to offering emergency shelter to unsheltered individuals and families, a primary focus of this local emergency will be to connect homeless individuals and families with an array of social services and to attempt to reconnect homeless individuals with their families.

By declaring a local emergency, the City can obtain additional resources, establish an immediate plan, and respond quickly to urgent situations. This will minimize disruptions and allow the City to focus on day-to-day operations while addressing the Unsheltered Homeless Crisis as effectively and efficiently as possible.

In addition, pursuant to the City of Turlock Emergency Operations Plan section 5.1.3, the governing body shall review the need for continuing the local emergency at regularly scheduled board (City Council) meetings at least once every 60 days until the governing body terminates the local emergency at the earliest possible date that conditions warrant.

4. BASIS FOR RECOMMENDATION:

Pursuant to the City of Turlock Emergency Operations Plan section 5.1.3, the governing body shall review the need for continuing the local emergency at regularly scheduled board (City Council) meetings at least once every 60 days until the governing body terminates the local emergency at the earliest possible date that conditions warrant. In addition, pursuant to Turlock Municipal Code Section 4-2-106(a), rules and regulations made and issued by the Director of Emergency Services must be considered for confirmation by the City Council.

5. FISCAL IMPACT / BUDGET AMENDMENT:

None by this action. Funding was appropriated for this Local Emergency during the July 13, 2021 City Council Meeting.

6. STAFF RECOMMENDATION:

Recommend Approval.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. The City Council may choose not to adopt the resolution; however, this alternative is not recommended. The City Council is required to review the need for continuing the local emergency at least every 60 days. An unsheltered homeless crisis continues to exist; therefore, necessitating the continuance of the local emergency. In addition, under the cited municipal code provisions, the City Council must consider confirming any rules and regulations made and issued during a local emergency.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REAFFIRMING THE	}	RESOLUTION NO. 2022-
PROCLAMATION OF A LOCAL EMERGENCY	}	
BY INTERIM CITY MANAGER SARAH TAMEY	}	
EDDY (DIRECTOR OF EMERGENCY SERVICES)	}	
IN RESPONSE TO A CONTINUING	}	
UNSHELTERED HOMELESS CRISIS (UHC)	}	
WITHIN THE CITY OF TURLOCK AND	}	
CONFIRMING RULES AND REGULATIONS NO. 1	}	
MADE AND ISSUED BY INTERIM CITY	}	
MANAGER SARAH TAMEY EDDY	}	
(DIRECTOR OF EMERGENCY SERVICES)	}	
<hr style="border: 1px solid black;"/>		

WHEREAS, the City of Turlock in recent years has experienced an increase in the numbers of unsheltered homeless and the emergence of significant homeless encampments; and

WHEREAS, homelessness is one of the most important and pervasive challenges facing the State of California and California counties and cities; and

WHEREAS, on March 14, 2021, the City’s Director of Emergency Services (Acting City Manager) issued a Proclamation of the Existence of a Local Emergency declaring a local emergency related to the Unsheltered Homeless and Encampments Crisis (“UHEC Local Emergency”) in the City described in that proclamation which was ratified by the City Council on March 16, 2021; and

WHEREAS, during the UHEC Local Emergency, the City engaged in extensive efforts of education and the offering of social services and emergency shelter (“Outreach Efforts”) to the unsheltered homeless, especially those in significant homeless encampments; and

WHEREAS, those Outreach Efforts alleviated the portion of the local emergency related to large encampments but have not resolved the portion of the local emergency related to the continuing emergency of unsheltered homeless individuals and families; and

WHEREAS, there remains a real and present danger to the health, safety, and welfare of the unsheltered homeless; and

WHEREAS, these aforementioned factors as well as others detailed in the attached proclamation constitute a local Unsheltered Homeless Crisis (“UHC”) that requires continuing and immediate emergency action; and

WHEREAS, on December 18, 2018, the City Council of the City of Turlock declared a shelter crisis pursuant to Government Code Section 8698 et seq. which is still in effect; and

WHEREAS, City staff from all City Departments are prepared to continue to engage in an ongoing effort designed to reverse the trend of increasing unsheltered homelessness within the City of Turlock during the UHC while a comprehensive planning effort continues to develop longer-term strategies and preventive measures to assist unsheltered homeless individuals and families; and

WHEREAS, in addition to offering emergency shelter to unsheltered individuals and families, a primary focus of this local emergency will be to connect homeless individuals and families with an array of social services and to attempt to reconnect homeless individuals with their families; and

WHEREAS, Interim City Manager Sarah Tamey Eddy, in her role as the Director of Emergency Services, issued a Proclamation of Existence of a Local Emergency in response to the UHC on July 9, 2021 (Exhibit "A") and also issued Rules and Regulations No.1 related to the UHC local emergency (Exhibit "B").

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

1. Pursuant to Government Code section 8630 and section 4-2-105 of the Turlock Municipal Code, the Proclamation of Existence of a Local Emergency issued by the Director of Emergency Services on July 9, 2021 is hereby ratified.
2. Pursuant to section 4-2-106 and section 9-1-112 of the Turlock Municipal Code, Rules and Regulations No. 1 Made and Issued Under the Proclamation of a Local Emergency in Response to the UHC by the Director of Emergency Services (Interim City Manager) of the City is hereby confirmed and ratified and deviations therein from Title 9 of the Turlock Municipal Code are authorized.
3. During the existence of the local emergency, the powers, functions, and duties of the Director of Emergency Services (City Manager) and the emergency organization of the City shall be those prescribed by State law, the ordinances and resolutions of the City, and the City of Turlock Emergency Plan.
4. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of February, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Lisa Schimmelfennig, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California

CITY OF TURLOCK

Proclamation of the Existence of a Local Emergency

By the Director of Emergency Services (Interim City Manager) of the City of Turlock

WHEREAS, section 4-2-105 of the Turlock Municipal Code pursuant to California Government Code Section 8630 empowers the City Manager as the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency in the City of Turlock (the "City") if the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

WHEREAS, homelessness is one of the most important and pervasive challenges facing the State of California and California counties and cities; and

WHEREAS, there is no single approach that can apply to each local jurisdiction in California, whether a county or city; and

WHEREAS, on March 14, 2021, the City's Director of Emergency Services (Acting City Manager) issued a Proclamation of the Existence of a Local Emergency declaring a local emergency related to the Unsheltered Homeless and Encampments Crisis in the City described in that proclamation; and

WHEREAS, on March 16, 2021, the City Council of the City of Turlock ratified the March 14th Proclamation of the Existence of a Local Emergency by the City's Director of Emergency Services (Acting City Manager); and

WHEREAS, at the time of the proclamation and ratification of the local emergency related to the Unsheltered Homeless and Encampments Crisis, City officials believed that, and input from residents, citizens, and taxpayers in the City indicated that, the number of significant homeless encampments in the City (which, among other qualifying factors, are defined in size as gatherings of ten (10) or more persons) had increased since the start of 2020; and

WHEREAS, since the March 14th Proclamation of the Existence of a Local Emergency and the March 16th ratification of such local emergency by the City Council, the City has engaged in, and coordinated with partners such as the County of Stanislaus and current homeless shelter providers, extensive efforts of education and the offering of social services and emergency shelter ("Outreach Efforts") to the unsheltered homeless, especially those in significant homeless encampments; and

WHEREAS, these Outreach Efforts have alleviated the portion of the local emergency related to significant homeless encampments but have not resolved the portion of the local emergency related to the continuing emergency of unsheltered homeless individuals and families; and

WHEREAS, the City has begun but not completed a comprehensive planning effort to provide longer-term strategies and preventive measures to assist unsheltered homeless individuals and families; and

WHEREAS, individuals and families living in substandard, unhealthy, unsafe, illegal, and temporary conditions threaten the health and safety of those individuals and families living therein; and

WHEREAS, individuals living in substandard, unhealthy, unsafe, illegal, and temporary conditions have overwhelmed our limited City resources and have a devastating impact upon these unsheltered communities as well as our community at large; and

WHEREAS, the previous presence of significant homeless encampments created a real and present danger to the health, safety, and welfare not only to the individuals and families in these encampments, but also to the health, safety, and welfare of the community at large, especially those persons who lived, worked, or engaged in other lawful activities adjacent to or near a significant homeless encampment; and

WHEREAS, the City has a proper governmental interest in preventing the re-emergence of significant homeless encampments while it continues Outreach Efforts to assist unsheltered homeless individuals and families and develops a comprehensive plan to provide longer-term strategies and preventive measures to assist unsheltered homeless individuals and families; and

WHEREAS, the health, safety, and welfare of City residents, citizens, taxpayers, students, retirees, business owners, employees, workers, independent contractors, visitors, and staff are of utmost importance to the City, and additional future measures may be needed to protect the community; and

WHEREAS, the existing conditions described above constitute a local Unsheltered Homeless Crisis and constitute an emergency as defined in Turlock Municipal Code section 4-2-102 that requires immediate emergency action; and

WHEREAS, the City cannot address the local Unsheltered Homeless Crisis above without additional resources from other governmental jurisdictions and non-governmental entities, especially to provide the resources necessary to shelter the unsheltered individuals and families who are homeless, and offer and provide an array of social services that can assist in addressing the underlying challenges involved in being homeless and in reconnecting the homeless with their families; and

WHEREAS, declaring a local emergency allows additional resources to flow into the City in a timely fashion and allows the City to coordinate the provision of such resources; and

WHEREAS, the Interim City Manager as the Director of Emergency Services of the City of Turlock hereby finds that:

- The efforts required to prepare for, respond to, mitigate, and recover from the upward trend of unsheltered homeless individuals and families have imposed, and continue to impose, extraordinary demands on the City, requiring diversion from day-to-day operations; and
- In addition to the above facts, conditions or threatened conditions caused by unsheltered homeless individuals and families, and the potential re-emergence of significant homeless encampments, include, but are not limited to, environmental waste, hazardous materials, illegal activity, unsanitary environments, rodentia, vermin, and other pests, and the spread of diseases including COVID-19 and its variants, give rise to conditions of extreme peril to the safety of persons and property within the City, including most urgently the unsheltered homeless individuals and families; and

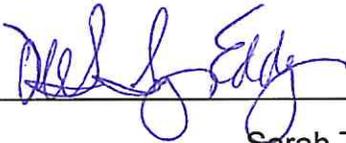
- The re-emergence of significant homeless encampments on private and public property would cause an immediate threat to the health and safety of unsheltered individuals and families in the encampments and also to others throughout the City, and the prevention of such re-emergence will require concentrated focus and action and may require the promulgation of orders and regulations to protect life and property; and
- These conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of the City; and
- At the time of this proclamation, the City Council is not in session, and cannot be called into session.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists in the City of Turlock.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of the local emergency, the powers, functions, and duties of the Director of Emergency Services (City Manager) and the emergency organization of the City shall be those prescribed by State law, the ordinances and resolutions of the City, and the City of Turlock Emergency Plan.

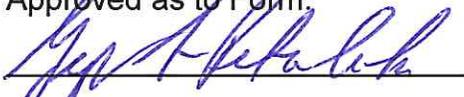
IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall expire unless ratified by the City Council within seven (7) days of this proclamation.

Dated: July 9, 2021



Sarah Tamey Eddy,
Director of Emergency Services / Interim City Manager

Approved as to Form:



George A. Petrulakis,
Interim City Attorney

CITY OF TURLOCK

Rules and Regulations No. 1 Made and Issued Under the Proclamation of a Local Emergency in Response to the Unsheltered Homeless Crisis

By the Director of Emergency Services (Interim City Manager) of the City of Turlock

WHEREAS, section 4-2-105 of the Turlock Municipal Code pursuant to California Government Code Section 8630 empowers the City Manager as the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency (“Local Emergency”) in the City of Turlock (the “City”) if the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

WHEREAS, Interim City Manager Sarah Tamey Eddy, in her role as the Director of Emergency Services (“Director of Emergency Services”), proclaimed a Local Emergency in response to the Unsheltered Homeless Crisis on July 9, 2021 (“UHC Local Emergency”); and

WHEREAS, section 4-2-106 of the Turlock Municipal Code authorizes the Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by the UHC Local Emergency so long as such rules and regulations are confirmed by the City Council; and

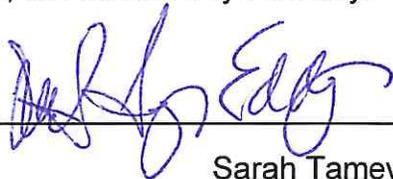
WHEREAS, the Director of Emergency Services has determined that certain rules and regulations must be made and issued on matters necessary to protect life and property as affected by the UHC Local Emergency.

NOW, THEREFORE, MADE AND ISSUED BY THE DIRECTOR OF EMERGENCY SERVICES are the following rules and regulations in response to the UHC Local Emergency:

- (1) These rules and regulations shall be referred to as the “RULES AND REGULATIONS NO. 1 MADE AND ISSUED UNDER THE PROCLAMATION OF A LOCAL EMERGENCY IN RESPONSE TO THE UNSHELTERED HOMELESS CRISIS” which may be abbreviated as “2021 UHC RULES AND REGULATIONS NO. 1.”
- (2) As to use for additional sheltering under the UHC Local Emergency at the Turlock Gospel Mission facilities at 437 South Broadway Street, Stanislaus County APN 043-049-030 and the adjacent vacant lot commonly known as Stanislaus County APN 043-049-002 (“Turlock Gospel Mission”):
 - (a) Through the City’s Minor Administrative Agreement process, the Turlock Gospel Mission has been approved for eighty (80) beds and associated facilities. A Temporary Conditional Occupancy letter issued by the City with any necessary conditions shall be required prior to Turlock Gospel Mission providing bed spaces in the areas commonly known as the Dining Room and Seminar Room.
 - (b) If the Turlock Gospel Mission desires to utilize the Dining Room and Seminar Room for a time longer than the existence of the Local Emergency, it shall be required to obtain a Final Occupancy Permit in accordance with the City’s ordinary final inspection process.

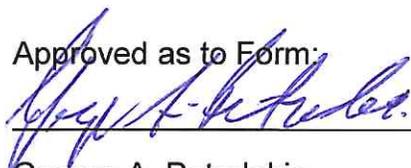
- (c) An allowance for pets in a number greater than the established limits identified in Turlock Municipal Code Section 6-1-105 and without a kennel license shall be allowed on a temporary basis.
 - (d) Use of the area commonly known as the Patio Area for temporary shelter spaces shall only be allowed after further consultation by Turlock Gospel Mission with the City and issuance by City of an approval in addition to these 2021 UHC RULES AND REGULATIONS NO. 1.
 - (e) Use of the adjacent vacant lot commonly known as APN 043-049-002 for temporary shelter spaces shall only be allowed after further consultation by Turlock Gospel Mission with the City and issuance by City of an approval in addition to these 2021 UHC RULES AND REGULATIONS NO. 1.
- (3) As to use for additional sheltering under the UHC Local Emergency at the We Care facilities at 219 South Broadway Street and 213 South Broadway Street (“We Care”):
- (a) If We Care desires to use its facilities for temporary emergency shelter for a number of beds exceeding its current approval through the City’s Minor Administrative Agreement process, a Temporary Conditional Occupancy letter issued by the City with any necessary conditions shall be required prior to such use.
 - (b) An allowance for pets in a number greater than the established limits identified in Turlock Municipal Code Section 6-1-105 and without a kennel license shall be allowed on a temporary basis.
- (4) City staff is authorized to cooperate with emergency shelter providers and state and other local governments, special districts and non-governmental entities to provide additional temporary emergency sheltering facilities.
- (5) As to contracts entered into under the Local Emergency, in addition to the other contracting powers allowed under the Local Emergency, the Interim City Manager/Director of Emergency Services may enter into agreements related to the Local Emergency without strict compliance with any CITY insurance and indemnity requirements after review by, and consultation with, the Interim City Attorney.

Dated: July 9, 2021



Sarah Tamey Eddy,
Director of Emergency Services / Interim City Manager

Approved as to Form:



George A. Petrulakis,
Interim City Attorney



City Council Staff Report

February 8, 2022

From: Dan Madden, Interim Municipal Services Director

Prepared by: Danae Lawrence, Staff Services Analyst

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the results of the Proposition 218 process for the consideration of increasing the monthly solid waste fees/charges effective April 1, 2022

Note: Consideration of the below Ordinance is contingent upon approval of the above Motion

Ordinance: Amending Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 01 titled Garbage, Rubbish, and Organic Refuse to implement updated fees/charges for property related to solid waste services

2. SYNOPSIS:

Accept the results of the Proposition 218 process for the consideration of increasing the monthly solid waste fees/charges effective April 1, 2022; and amend Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 01 to implement updated fees/charges for solid waste services.

3. DISCUSSION OF ISSUE:

Turlock Scavenger has been the City's franchise hauler for solid waste and other services since 1947. Contracted to collect industrial, commercial, and residential solid waste, they have been able to do so at rates that have been well below the regional average. Throughout the partnership, the City and Turlock Scavenger have had great foresight of the solid waste industry and made decisions that allowed for the solid waste rates to remain steady over the years. Unfortunately, the City and Turlock Scavenger do not have complete control over the rates due to factors that are out of their span of control, such as fuel, insurance, disposal fees, and unfunded State mandates, to list a few. For instance, landfills have been mandated by CalRecycle to develop and implement programs that aid in diverting organic waste from landfills, e.g. organic waste composting, treated wood waste, and other initiatives.

SB 1383 is the latest Senate Bill that impacts the solid waste industry by way of unfunded regulatory mandates. SB 1383 was enacted to reduce short-lived climate pollutants, methane emissions, and organic waste in landfills in an effort to fight climate change. Since these State mandated initiatives are unfunded, Turlock Scavenger has burdened all increases of operational cost to comply with each new mandate. Adjustment of solid waste rates are needed to counterbalance costs to comply with unfunded mandates and other increases in operational cost.

In 2019, due to the increase of overall operational cost, Turlock Scavenger requested the City to conduct a comprehensive and complete rate study to ensure sufficient rates to facilitate all solid waste services provided, including compliance measures. In the history of solid waste service provided by Turlock Scavenger, a comprehensive solid waste rate review has never been conducted. In response to this request, the City conducted Request for Proposal (RFP) No. 19-039 "Solid Waste Rate and Fee Study". After evaluation of submittals, a contract was awarded to R3 Consulting Group, Inc. (R3) for conducting a full and comprehensive solid waste rate and fee study, by authority of City Council Resolution 2019-203. R3 performed the comprehensive solid waste rate and fee study and substantiated, through evaluation of financial records, Turlock Scavenger's need to increase fees in order to offset the increase of operational costs and continue solid waste services.

Due to Executive City staff turnover and the number of projects in the Municipal Services Department, follow up on the rate study/rate increase work was delayed on this issue. In mid-2021, City staff reinitiated discussions with Turlock Scavenger and R3 to move this process along. Turlock Scavenger has been experiencing significant loss of revenue due to rising fuel, operational and employee costs to name a few. This is further illustrated within the R3 rate study.

Rate Study Findings:

In 2020, R3 evaluated solid waste services and rates of Ceres, Davis, Lodi, Los Banos, Manteca, Merced, Modesto, Stockton, Tracy, and Turlock. R3 found that Turlock's solid waste rates were the lowest or amongst the lowest in all categories. The other cities implemented new rates from 2018 through 2020 which increased their rates further ahead of Turlock's. After thorough evaluation of Turlock Scavenger's fully burdened operational costs, R3 verified that Turlock Scavenger needed an increase in solid waste rates to continue providing services and offset the additional operational costs. R3 has developed a five-year rate model for all solid waste services (residential, commercial, and industrial) provided by Turlock Scavenger.

Residential Rates:

Historically, residential rate payers were provided a 32-gallon trash cart with the baseline rate with the option to upgrade, at the corresponding increased rate, to a larger cart size of 64-gallon or 95-gallon. Roughly, 15,000 rate payers have opted

to utilize the 32-gallon trash cart while 4,300 have chosen to upgrade the size of their trash cart.

Through the rate study analysis, it was found that the majority of recycling loads that were taken to recycling facilities were contaminated with non-recyclable materials. Items were in the recycling carts that should not have been, resulting in contaminated loads being rejected by multiple recycling facilities. Consequently, the contaminated loads must be disposed of as waste, resulting in additional disposal fees.

Multi-Trash Cart Operational Issues

Three different sizes of trash carts used, two trucks must sometimes (though infrequently) service the carts on each route. The hydraulic arm that grapples the carts are made to fit 32-gallon or 64-gallon and 95-gallon carts. This need to use two different trucks makes the service of the trash carts inefficient and increases the cost of service. After evaluation of the above factors, staff, Turlock Scavenger, and R3 recommend and council agreed that all residential trash carts be sized at 95-gallons. This will give approximately 18,100 rate payers three times more capacity to dispose of their trash, alleviating the trash-overflow from entering into the recycling container and contaminating the recycling load. Standardization of a 95-gallon trash cart allows for one truck to service each route, provides Turlock Scavenger greater operational flexibility, reduces downtime due to standardization of parts and trucks, and improves overall efficiency on the residential routes. All current 32-gallon cart subscribers will receive three times the trash capacity with standardization of a 95-gallon trash cart.

Table 1 below illustrates rates if the three-sized trash carts are kept:

Subscription Size	Current Turlock Rates	CY 2022	CY 2023	CY 2024	CY 2025* Before RRI	CY 2026* Before RRI
32-Gallon	\$ 27.40	\$ 31.15	\$ 34.45	\$ 36.72	\$ 37.17	\$ 37.85
64-Gallon	\$ 36.20	\$ 41.16	\$ 45.52	\$ 48.53	\$ 49.13	\$ 50.02
95-Gallon	\$ 41.70	\$ 47.41	\$ 52.44	\$ 55.90	\$ 56.59	\$ 57.62

Table 2 below is the proposed rate for the standardization of the 95-gallon trash cart:

Subscription Size	Current Turlock Rates	CY 2022	CY 2023	CY 2024	CY 2025* Before RRI	CY 2026* Before RRI
New Standardized 95-gallon Rate	\$ 41.70	\$ 33.01	\$ 36.51	\$ 38.92	\$ 39.40	\$ 40.12

For reference, the 32-Gallon, 64-Gallon, and 95-Gallon lines in Table 1 show what rates must increase to if the three-cart model is retained. Table 2 is the rate for standardization of a 95-gallon cart. When comparing the rate to standardize the 95-gallon cart versus the three-cart sizes, as can be seen there is a marginal

increase of cost in moving from 32-gallon cart to the standardized 95-gallon and a reduction in the 64-gallon and 95-gallon cost from the three-cart model currently in place.

The proposed 2022 rate for the standardized 95-gallon trash cart is \$33.01, an increase of \$5.61 per month over the current 32-gallon trash cart service. The 3,200 rate payers that opted to upgrade to the 64-gallon cart will realize a \$3.19 reduction of their monthly charge in 2022. The 1,100 rate payers that opted to upgrade to a 95-gallon cart will realize an \$8.69 reduction of their monthly charge in 2022.

January 1, 2023 the rate will be \$36.51, an increase of \$3.50

January 1, 2024 the rate will be \$38.92, an increase of \$2.41

January 1, 2025 an increase of \$0.48 plus Refuse -Rate-Index (RRI)

January 1, 2026 an increase of \$0.72 plus RRI

Refuse Rate Index (RRI):

RRI is a weighted method that incorporates industry factors into a model to counterbalance operational cost increases. Using this method assists in keeping the rate on par with the previous year's operational cost. Subsequently reducing the likelihood of implementation of steep increases to adjust for operational costs over a longer period of time. It smooths out the rate increases for the rate payers and ensures that Turlock Scavenger is fairly compensated for operational costs. This review will take place annually and will be evaluated by the City and/or solid waste industry financial consultant to substantiate the requested RRI. The increase of the solid waste rate will be effective January 1, each year.

There will be a minimum or floor and a maximum or ceiling for the annual RRI percentage increase with a one-year carryover period. The minimum will be 0% and the maximum will be 5%. Establishing these parameters will ensure rate payers that they will not see an annual increase over 5% through the RRI. The one-year carryover period will assist in keeping pace with operational costs. For example, if the RRI in year 4 of the rate study (2025) show an RRI adjustment of 6% the maximum allowable increase is 5% so the rate will only be adjusted the 5%. The 1% carry over from the previous year will only be applied wholly or partially to be combined with the current year's RRI not-to-exceed 5%.

The RRI method will be utilized except when a detailed rate study is conducted to set rates. Immediately following year 4 of the rates, early 2026, the City and Turlock Scavenger will conduct a detailed rate review to set rates to be considered for implementation 1/1/2027.

Commercial Rates:

The analysis of rates that were conducted by R3 found Turlock's commercial rates were significantly behind the regional average. Depending on the size and frequency of service, rates are behind 40%-100%. The full commercial rate set for carts, bins, and drop-boxes may be found in Attachment "A".

Proposition 218 Noticing and Rate Implementation Timeline:

Proposition 218 (Article XIID of the California Constitution) requires notification to the affected rate payers of any proposed increase in fees/charges for property related services. On December 14, 2021, City Council authorized staff to proceed with conducting a Proposition 218 notification process and to establish a public hearing date of February 8, 2022 for the consideration of increasing the solid waste fees/charges. The notification process was performed on December 22, 2021 (48 days prior to the public hearing).

Prior to the February 8, 2022 public hearing, staff conducted customer education, outreach, and notification that exceed the requirements of Proposition 218, including but not limited to: advertisement on City of Turlock's website, Turlock Journal, all Municipal Services social media pages, and one community meeting. Outreach was sent to property owners and rate payers.

Pursuant to Proposition 218, the City Council may not impose the new solid waste fees/charges if written protests are presented by a majority of the rate payers/owners of parcels on which the fee is imposed. In Turlock's particular case, 9,713 written protest ballots would have to be received. Protest ballots may be accepted up to the conclusion of the public hearing. At the conclusion of the public hearing the protest ballots will be tabulated and presented to City Council for consideration.

Turlock Municipal Code Changes:

Based on the proposed solid waste fees/charges, Turlock Municipal Code would need to be updated to reflect the associated fees/charges.

4. BASIS FOR RECOMMENDATION:

- A. To cover the increased operational costs incurred by Turlock Scavenger Company for solid waste services.
- B. Continuance of quality solid waste services for citizens and businesses of Turlock.
- C. To provide consistency between solid waste fees/charges and the Municipal Code

5. FISCAL IMPACT / BUDGET AMENDMENT:

The City of Turlock collects a 15% franchise fee of all solid waste rates, per agreement with Turlock Scavenger. Increasing the solid waste rates will result in an increase of franchise fee revenue that the City receives.

6. CITY MANAGER'S COMMENTS

Recommends Approval.

Thank you to Interim Municipal Services Director, Dan Madden for negotiating the proposed rate increases with Turlock Scavenger to get to the final rates.

7. ENVIRONMENTAL DETERMINATION:

N/A.

8. ALTERNATIVES:

- A. The City Council could elect not to proceed with the increase for solid waste services. This alternative is not recommended due to Turlock Scavenger's increased operational costs caused by unfunded state mandates and price increases at recycling facilities. Not proceeding with a rate increase for solid waste rates will put the service in jeopardy due to the current rate not covering operational costs.
- B. Failure to adopt the proposed rate increases could also lead to non-compliance with SB 1383, and monetary penalties from CalRecycle.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }
MUNICIPAL CODE TITLE 6, CHAPTER 3, }
ARTICLE 1, SECTION 01 TITLED GARBAGE, }
RUBBISH, AND ORGANIC REFUSE TO }
IMPLEMENT UPDATED FEES/CHARGES FOR }
PROPERTY RELATED TO SOLID WASTE }
SERVICES }
_____ }

ORDINANCE NO. -CS

WHEREAS, Turlock Scavenger, the City's franchise hauler, has requested the solid waste fee/charge structure be adjusted to address their increased operational costs caused by unfunded state mandates and price increases at recycling facilities; and

WHEREAS, Turlock Scavenger is proposing, and City staff is recommending, a solid waste rate increase over the next five years; and

WHEREAS, Proposition 218 (Article XIII D of the California Constitution) requires notification to the affected property owners of any proposed increase in fees/charges for property related services; and

WHEREAS, the notification process was performed on December 22, 2021 via United States Mail (forty-eight days prior to the public hearing); and

WHEREAS, pursuant to Proposition 218, the City Council may not impose the new solid waste fees/charges if written protests are presented by a majority of the owners of parcels on which the fees/charges are imposed; and

WHEREAS, in Turlock's particular case, written protests would have to be received from the property owners of 9,713 parcels; and

WHEREAS, the Turlock City Council held a public hearing on February 8, 2022 to consider the adoption of solid waste fees/charges; and

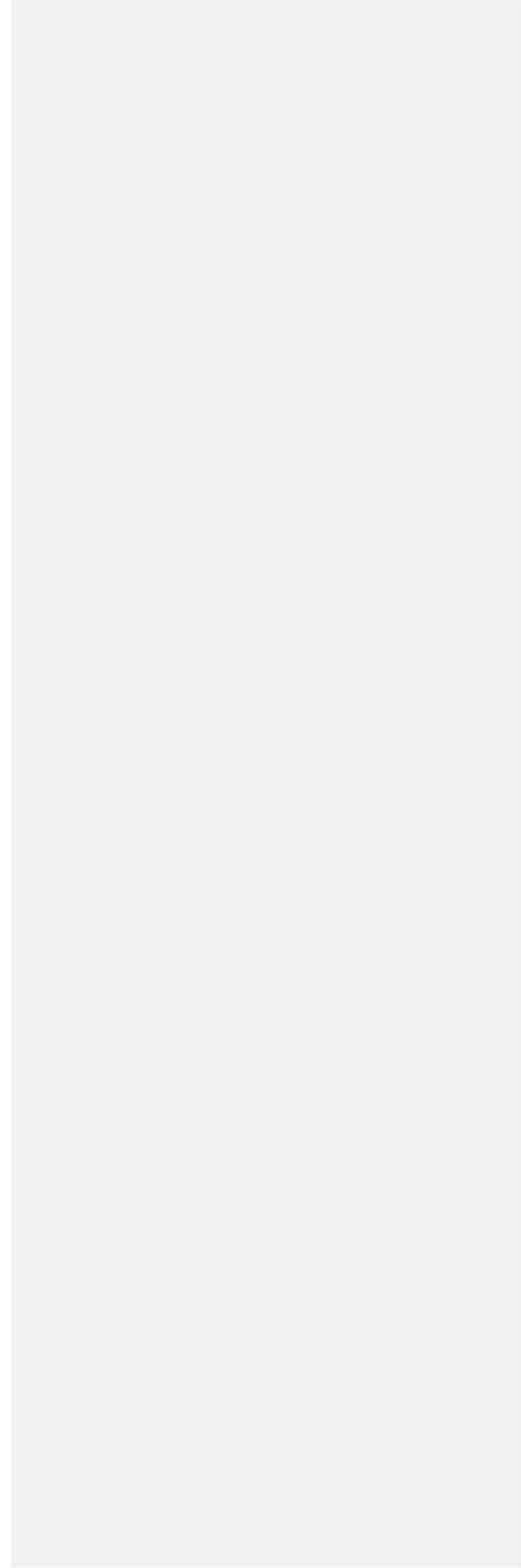
WHEREAS, a majority of written protests was not received in opposition to the proposed changes in solid waste fees/charges; and

WHEREAS, the City Council has elected to adopt the new solid waste fees/charges; and

WHEREAS, based on the adopted solid waste fees/charges, Turlock Municipal Code would need to be updated to reflect the associated fees/charges.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 6, Chapter 3, Article 1, Section 01 is hereby amended to read as follows:



**Chapter 6-3
GARBAGE, RUBBISH, AND ORGANIC REFUSE**

Sections:

Article 1. Collection Charges

6-3-101 Fees and charges.

The fees/charges to be charged for the collection of garbage, rubbish and organic refuse are shown in the table below. A consolidated bill for garbage, rubbish, industrial refuse, water, and sewer charges will be sent to the person responsible for the payment of water and sewer charges.

TYPE OF SERVICE	Monthly Cart Service Fee/Charge
Residential— 32	Includes: 1— 32 Gallon Refuse (grey) 1— 68 Gallon Recycle (blue) 1— 95 Gallon Garden Refuse (green)
Residential 32 Regular Fee/Charge	\$27.40
Residential 32 Senior Citizen Fee/Charge	\$20.95
Residential— 64	Includes: 1— 64 Gallon Refuse (grey) 1— 68 Gallon Recycle (blue) 1— 95 Gallon Garden Refuse (green)
Residential 64 Regular Fee/Charge	\$36.20
Residential — 965	Includes: 1 - 965 Gallon Refuse (grey) 1 - 6895 Gallon Recycle (blue) 1 - 95 Gallon Garden Organic Refuse

← Formatted Table

← Formatted: Left

	(green)
Residential 965 Regular Fee/Charge	\$41.70 <u>33.01</u>
<u>Residential 95 Senior Citizen Fee/Charge</u>	<u>\$25.25</u>
ADDITIONAL CART FEES	
Each Additional Extra Cart for Recyclable Waste Garbage Material (grey), including Organic Waste Container Refuse Cart (green) and Recycle Cart (blue)	\$8.35 <u>10.00</u>
<u>Recycle Cart (blue)</u>	
<u>Organic Refuse Cart (green)</u>	<u>\$11.00</u>

		<u>\$12.00</u>
SPECIAL CART SERVICES		
Damaged Cart Replacement	32-gallon-grey 64-gallon-grey 68-gallon-blue 95 gallon grey_green or blue 96-gallon-grey	\$32.00 \$42.00 \$42.00 \$46.00 <u>\$46.00</u> <u>75.00</u>
Cart Cleaning or Swap Charge	1st-Cart Each additional cart	\$25.00 \$ 5.00
Return for Cart Service Charge	1st-Cart Each additional cart	\$ 15.00 \$ 2.00
Recycle/Organic Refuse Cart Contaminate Fee	<u>\$15.00 each cart Return for Cart Service + \$25.00 for each additional occurrence</u>	
<u>Non-proper service placement for handicap or elderly</u>	<u>\$20.00</u>	
Commercial Cart Service	Includes: 1 - 95-gGallon #Refuse (grey) 1 - 95 Gallon	<u>\$32.23</u> <u>\$32.23</u>

← Formatted: Left

← Formatted Table

	Recycling (blue)	
	1 – 95 Gallon Organic Refuse (green)	\$32.23
Commercial Cart Service	\$22.75	

TYPE OF SERVICE	Monthly Fee/Charge
Commercial Garbage Bin Service	
2-Yard Bin	
pick up 1 time a week	\$81.05 114.82
pick up 2 times a week	\$143.60 203.43
pick up 3 times a week	\$205.75 291.47
pick up 4 times a week	\$269.45 381.72
pick up 5 times a week	\$331.60 469.76
pick up 6 times a week	\$393.30 557.17
3-Yard Bin	
pick up 1 time a week	\$100.90 142.94
pick up 2 times a week	\$183.55 260.03
pick up 3 times a week	\$263.70 373.57
pick up 4 times a week	\$348.20 493.28
pick up 5 times a week	\$430.65 610.08
pick up 6 times a week	\$513.10 726.88
4-Yard Bin	
pick up 1 time a week	\$123.55 175.03
pick up 2 times a week	\$228.15 323.21
pick up 3 times a week	\$332.75 471.39
pick up 4 times a week	\$437.50 619.78
pick up 5 times a week	\$542.25 768.18
pick up 6 times a week	\$647.00 916.57
6-Yard Bin	
pick up 1 time a week	\$162.85 230.70
pick up 2 times a week	\$306.45 434.13

pick up 3 times a week	\$448.80 <u>635.79</u>
pick up 4 times a week	\$594.30 <u>841.91</u>
pick up 5 times a week	\$736.85 <u>1,043.86</u>
pick up 6 times a week	\$880.45 <u>1,247.29</u>
Commercial Recycling Bin Service	
2-Yard Bin	-
pick up 1 time a week	<u>\$114.82</u>
pick up 2 times a week	<u>\$203.43</u>
pick up 3 times a week	<u>\$291.47</u>
pick up 4 times a week	<u>\$381.72</u>
pick up 5 times a week	<u>\$469.76</u>
pick up 6 times a week	<u>\$557.17</u>
3-Yard Bin	-
pick up 1 time a week	<u>\$142.94</u>
pick up 2 times a week	<u>\$260.03</u>
pick up 3 times a week	<u>\$373.57</u>
pick up 4 times a week	<u>\$493.28</u>
pick up 5 times a week	<u>\$610.08</u>
pick up 6 times a week	<u>\$726.88</u>
4-Yard Bin	-
pick up 1 time a week	<u>\$175.03</u>
pick up 2 times a week	<u>\$323.21</u>
pick up 3 times a week	<u>\$471.39</u>
pick up 4 times a week	<u>\$619.78</u>
pick up 5 times a week	<u>\$768.18</u>
pick up 6 times a week	<u>\$916.57</u>
6-Yard Bin	
pick up 1 time a week	<u>\$230.70</u>
pick up 2 times a week	<u>\$434.13</u>
pick up 3 times a week	<u>\$635.79</u>
pick up 4 times a week	<u>\$841.91</u>

Formatted Table

<u>pick up 5 times a week</u>		<u>\$1,043.86</u>
<u>pick up 6 times a week</u>		<u>\$1,247.29</u>
Special Bin Services:		
<u>Special Pickup</u> <u>\$2.90 per yard plus</u> <u>\$35.00 Additional</u> <u>pick up</u>	<u>2-Yard</u> <u>Bin</u> <u>All</u> <u>sizes</u>	\$40.80 <u>\$35.00 +</u> <u>25% of monthly</u> <u>service rate</u>
	<u>3-Yard Bin</u>	<u>\$43.70</u>
	<u>4-Yard Bin</u>	<u>\$46.60</u>
	<u>6-Yard Bin</u>	<u>\$52.40</u>
<u>Cleaning &</u> <u>Replacement</u>	<u>\$35.00 plus Special Pick up</u> <u>Charge</u>	
<u>Contamination</u>	<u>\$35.00 + 25% of monthly rate</u> <u>for the second and each</u> <u>additional occurrence</u>	
<u>Overloaded Bin</u>	<u>25% of monthly rate</u>	
<u>Gate Fee/Charge</u>	\$16.80 <u>20.00</u> per month per bin per pick up	
<u>Bin Compactor</u> <u>Fee/Charge</u>	\$10.40 <u>20.35</u> per cubic yard per pick up	
<u>3-Yard Temporary</u> <u>Bin – 7 day</u> <u>maximum</u>	\$54 <u>95.00</u> per week with one dump <u>\$54<u>95.00</u> per each additional dump</u>	
<u>Bin push out</u> <u>fee/charge</u>	\$16.80 <u>20.00</u> per month per bin per pick up	
<u>Lock bar install /</u> <u>maintenance</u>	<u>\$4.00 per month</u>	

Replacement / damage (other than normal wear)	\$50.00	
TYPE OF SERVICE	Fee/Charge	
Commercial Box Service	Hauling Fee	Disposal Charge
15-19 Yard-Box	\$127.50	\$74.61 per ton fee
20-29 Yard-Box	\$148.80	\$74.61 per ton fee
30-50 Yard-Box	\$184.20	\$74.61 per ton fee
One price for all sizes – 7 day maximum	\$161.30/30.77	\$74.61 per ton fee Actual per ton disposal fees by Turlock Scavenger
Special Box Services:		
Box Compactor Fee/Charge	Must be negotiated, by size and weight. Disposal will be actual disposal charge.	
Box Rental	\$2.00 per day.	
Box Special Pickup	Hauling Fee + \$35.00	
EXTRA CHARGE ITEMS	Fee/Charge	
Electronic Waste (E-Waste)		
Computer Monitors	\$294.00	

Table Top Televisions	\$ 254 .00
Console & Big Screen Televisions	\$ 3524 .00
<u>Small E-Waste: printer, computer tower, shredder, landline phone</u>	<u>\$10.00</u>
<u>Large E-Waste: office copier</u>	<u>\$25.00</u>
Universal Waste (U-Waste)	
Microwaves, dishwashers, washing machines, dryers, toaster ovens, stoves or ovens, hot water heaters and furnaces	\$8.25 <u>25.00</u> per appliance
Refrigeration Equipment, A/C Units, etc.	\$23.55 <u>30.00</u> per unit
Tires	
Passenger	\$5.90 <u>7.00</u>
Passenger with Rim	\$9.40 <u>12.0</u>
Truck	\$14.40 <u>15.00</u>
Trucks with Rim	\$22.90 <u>00</u>
Tractor & Heavy Equipment	From \$80.00 to \$600.00
<u>Hard to handle fee</u>	<u>\$132.00/ton</u>
<u>Mattress, Box Spring</u>	<u>\$10.00 each</u>

(1245-CS, Amended, 09/13/2018; 1225-CS, Amended, 10/27/2016; 1221-CS, Amended, 04/21/2016; Ord. 1215-CS, Amended, 11/26/2015; Ord. 1165-CS, Amended, 06/12/2012; Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Amended, 02/12/2004, Renumbered to 6-3-02, Renumbered from 6-3-118)

SECTION 2. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of

the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

← -- **Formatted:** Indent: First line: 0"

← -- **Formatted:** Indent: First line: 0"

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of February, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2022.

Amy Bublak, Mayor

ATTEST:

Kellie E. Weaver, Interim City Clerk,
City of Turlock, County of Stanislaus,
State of California

DRAFT Solid Waste Rates (Effective April 1, 2022)

Residential Collection Rate		Commercial Cart Collection				
96-Gallon Garbage (Bundled)	\$ 33.01	Each Cart (Garbage, Recycling, Organics)	\$ 32.23			
Commercial Garbage Bin Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 114.82	\$ 203.43	\$ 291.47	\$ 381.72	\$ 469.76	\$ 557.17
3 Cubic Yard	\$ 142.94	\$ 260.03	\$ 373.57	\$ 493.28	\$ 610.08	\$ 726.88
4 Cubic Yard	\$ 175.03	\$ 323.21	\$ 471.39	\$ 619.78	\$ 768.18	\$ 916.57
6 Cubic Yard	\$ 230.70	\$ 434.13	\$ 635.79	\$ 841.91	\$ 1,043.86	\$ 1,247.29
Additional Recycling Bin Volume Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 114.82	\$ 203.43	\$ 291.47	\$ 381.72	\$ 469.76	\$ 557.17
3 Cubic Yard	\$ 142.94	\$ 260.03	\$ 373.57	\$ 493.28	\$ 610.08	\$ 726.88
4 Cubic Yard	\$ 175.03	\$ 323.21	\$ 471.39	\$ 619.78	\$ 768.18	\$ 916.57
6 Cubic Yard	\$ 230.70	\$ 434.13	\$ 635.79	\$ 841.91	\$ 1,043.86	\$ 1,247.29
Drop Box						
				Per Pull Rate*		
All Sizes (Maximum 7 Day Rental)				\$ 430.77		
*Drop Box Rates will include the posted Per Pull Rate plus actual the per ton Tipping Fees incurred.						
Special Fees						
Special Item				Rate		
Carts						
Additional Residential Carts						
Garbage Cart				\$ 10.00		
Recycling Cart				\$ 11.00		
Garden Refuse				\$ 12.00		
Damaged Cart Replacement						
95-Gallon Garbage				\$ 75.00		
Cart Clean/Exchange (first time)				\$ 25.00		
Non proper service placement for handicap or elderly				\$ 20.00		
Special Pick-Up (Go Back) /Overage				\$ 15.00		
Contamination				Special Pickup Charge + \$25 fee for the second and each additional occurrence.		
Bins						
3 Cubic Yard Temporary Bin				\$ 95.00		
Additional Dump				\$ 95.00		
Compactor (Per Yard Per Pull)				\$ 20.35		
Special Pick-Up				\$ 35.00		
Clean & Replace (Plus Extra Dump Fee)				\$ 35.00		
Extra Collection (Plus Extra Dump Fee)				\$ 35.00		
Gate Rate				\$ 20.00		
Push Out Fee per each dump				\$ 20.00		
Lock bar install/maint- monthly				\$ 4.00		
Replacement/damage(other than normal wear)				\$ 50.00		
Special Pick-Up (Go Back) /Overage				25% of Monthly Service Rate		
Contamination				Special Pickup Charge + 25% of monthly rate for the second and each additional occurrence.		
Large Item Collection Items						
Console/Big Screen TV				\$ 24.00		
Computer Monitor				\$ 24.00		
Small E-Waste				\$ 10.00		
Large E-Waste				\$ 25.00		
Universal Waste Non Refrig appl				\$ 25.00		
Refrig, AC etc.				\$ 30.00		
Tires						
Passenger				\$ 7.00		
Passenger w Rim				\$ 12.00		
Truck				\$ 15.00		
Truck with Rim				\$ 22.00		
Tractor and Heavy Equip				\$80-\$600		
Mattress/Box Spring				\$ 10.00		
Hard To handle fee				\$ 132.00		

DRAFT Solid Waste Rates (Effective January 1, 2023)

Residential Collection Rate		Commercial Cart Collection				
96-Gallon Garbage (Bundled)	\$ 36.51	Each Cart (Garbage, Recycling, Organics)			\$ 36.82	
Commercial Garbage Bin Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 131.17	\$ 232.39	\$ 332.97	\$ 436.07	\$ 536.64	\$ 636.50
3 Cubic Yard	\$ 163.29	\$ 297.05	\$ 426.76	\$ 563.51	\$ 696.94	\$ 830.37
4 Cubic Yard	\$ 199.95	\$ 369.23	\$ 538.50	\$ 708.02	\$ 877.55	\$ 1,047.07
6 Cubic Yard	\$ 263.55	\$ 495.94	\$ 726.31	\$ 961.78	\$ 1,192.48	\$ 1,424.87
Additional Recycling Bin Volume Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 131.17	\$ 232.39	\$ 332.97	\$ 436.07	\$ 536.64	\$ 636.50
3 Cubic Yard	\$ 163.29	\$ 297.05	\$ 426.76	\$ 563.51	\$ 696.94	\$ 830.37
4 Cubic Yard	\$ 199.95	\$ 369.23	\$ 538.50	\$ 708.02	\$ 877.55	\$ 1,047.07
6 Cubic Yard	\$ 263.55	\$ 495.94	\$ 726.31	\$ 961.78	\$ 1,192.48	\$ 1,424.87
Drop Box						
				Per Pull Rate*		
All Sizes (Maximum 7 Day Rental)				\$ 477.65		
*Drop Box Rates will include the posted Per Pull Rate plus actual the per ton Tipping Fees incurred.						
Special Fees						
Special Item				Rate		
Carts						
Additional Residential Carts						
Garbage Cart				\$ 11.06		
Recycling Cart				\$ 12.17		
Garden Refuse				\$ 13.27		
Damaged Cart Replacement						
95-Gallon Garbage				\$ 82.95		
Cart Clean/Exchange (first time)				\$ 27.65		
Non proper service placement for handicap or elderly				\$ 22.12		
Special Pick-Up (Go Back) /Overage				\$ 16.59		
Contamination				Special Pickup Charge + \$25 fee for the second and each additional occurrence.		
Bins						
3 Cubic Yard Temporary Bin				\$ 108.53		
Additional Dump				\$ 108.53		
Compactor (Per Yard Per Pull)				\$ 23.25		
Special Pick-Up				\$ 39.98		
Clean & Replace (Plus Extra Dump Fee)				\$ 39.98		
Extra Collection (Plus Extra Dump Fee)				\$ 39.98		
Gate Rate				\$ 22.85		
Push Out Fee per each dump				\$ 22.85		
Lock bar install/maint- monthly				\$ 4.57		
Replacement/damage(other than normal wear)				\$ 57.12		
Special Pick-Up (Go Back) /Overage				25% of Monthly Service Rate		
Contamination				Special Pickup Charge + 25% of monthly rate for the second and each additional occurrence.		
Large Item Collection Items						
Console/Big Screen TV				\$ 26.54		
Computer Monitor				\$ 26.54		
Small E-Waste				\$ 11.06		
Large E-Waste				\$ 27.65		
Universal Waste Non Refrig appl				\$ 27.65		
Refrig, AC etc.				\$ 33.18		
Tires						
Passenger				\$ 7.74		
Passenger w Rim				\$ 13.27		
Truck				\$ 16.59		
Truck with Rim				\$ 24.33		
Tractor and Heavy Equip				\$80-\$600		
Mattress/Box Spring				\$ 11.06		
Hard To handle fee				\$ 145.99		

DRAFT Solid Waste Rates (Effective January 1, 2024)

Residential Collection Rate		Commercial Cart Collection				
96-Gallon Garbage (Bundled)	\$ 38.92	Each Cart (Garbage, Recycling, Organics)			\$ 38.91	
Commercial Garbage Bin Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 138.63	\$ 245.61	\$ 351.91	\$ 460.87	\$ 567.16	\$ 672.70
3 Cubic Yard	\$ 172.58	\$ 313.95	\$ 451.03	\$ 595.56	\$ 736.58	\$ 877.60
4 Cubic Yard	\$ 211.32	\$ 390.23	\$ 569.13	\$ 748.29	\$ 927.46	\$ 1,106.62
6 Cubic Yard	\$ 278.54	\$ 524.15	\$ 767.62	\$ 1,016.48	\$ 1,260.30	\$ 1,505.91
Additional Recycling Bin Volume Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 138.63	\$ 245.61	\$ 351.91	\$ 460.87	\$ 567.16	\$ 672.70
3 Cubic Yard	\$ 172.58	\$ 313.95	\$ 451.03	\$ 595.56	\$ 736.58	\$ 877.60
4 Cubic Yard	\$ 211.32	\$ 390.23	\$ 569.13	\$ 748.29	\$ 927.46	\$ 1,106.62
6 Cubic Yard	\$ 278.54	\$ 524.15	\$ 767.62	\$ 1,016.48	\$ 1,260.30	\$ 1,505.91
Drop Box						
				Per Pull Rate*		
All Sizes (Maximum 7 Day Rental)				\$ 504.88		
*Drop Box Rates will include the posted Per Pull Rate plus actual the per ton Tipping Fees incurred.						
Special Fees						
Special Item				Rate		
Carts						
Additional Residential Carts						
Garbage Cart				\$ 11.79		
Recycling Cart				\$ 12.97		
Garden Refuse				\$ 14.15		
Damaged Cart Replacement						
95-Gallon Garbage				\$ 88.43		
Cart Clean/Exchange (first time)				\$ 29.48		
Non proper service placement for handicap or elderly				\$ 23.58		
Special Pick-Up (Go Back) /Overage				\$ 17.69		
Contamination				Special Pickup Charge + \$25 fee for the second and each additional occurrence.		
Bins						
3 Cubic Yard Temporary Bin				\$ 115.70		
Additional Dump				\$ 115.70		
Compactor (Per Yard Per Pull)				\$ 24.79		
Special Pick-Up				\$ 42.62		
Clean & Replace (Plus Extra Dump Fee)				\$ 42.62		
Extra Collection (Plus Extra Dump Fee)				\$ 42.62		
Gate Rate				\$ 24.36		
Push Out Fee per each dump				\$ 24.36		
Lock bar install/maint- monthly				\$ 4.87		
Replacement/damage(other than normal wear)				\$ 60.89		
Special Pick-Up (Go Back) /Overage				25% of Monthly Service Rate		
Contamination				Special Pickup Charge + 25% of monthly rate for the second and each additional occurrence.		
Large Item Collection Items						
Console/Big Screen TV				\$ 28.29		
Computer Monitor				\$ 28.29		
Small E-Waste				\$ 11.79		
Large E-Waste				\$ 29.48		
Universal Waste Non Refrig appl				\$ 29.48		
Refrig, AC etc.				\$ 35.37		
Tires						
Passenger				\$ 8.25		
Passenger w Rim				\$ 14.15		
Truck				\$ 17.69		
Truck with Rim				\$ 25.94		
Tractor and Heavy Equip				\$80-\$600		
Mattress/Box Spring				\$ 11.79		
Hard To handle fee				\$ 155.63		

DRAFT Solid Waste Rates (Effective January 1, 2025)*

* Rates shown include maximum Refuse Rate Index of 5%

Residential Collection Rate		Commercial Cart Collection				
96-Gallon Garbage (Bundled)	\$ 41.35	Each Cart (Garbage, Recycling, Organics)	\$ 41.34			
Commercial Garbage Bin Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 147.30	\$ 260.97	\$ 373.91	\$ 489.69	\$ 602.62	\$ 714.76
3 Cubic Yard	\$ 183.37	\$ 333.58	\$ 479.23	\$ 632.80	\$ 782.64	\$ 932.47
4 Cubic Yard	\$ 224.53	\$ 414.63	\$ 604.72	\$ 795.08	\$ 985.45	\$ 1,175.81
6 Cubic Yard	\$ 295.96	\$ 556.92	\$ 815.62	\$ 1,080.04	\$ 1,339.10	\$ 1,600.07
Additional Recycling Bin Volume Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 147.30	\$ 260.97	\$ 373.91	\$ 489.69	\$ 602.62	\$ 714.76
3 Cubic Yard	\$ 183.37	\$ 333.58	\$ 479.23	\$ 632.80	\$ 782.64	\$ 932.47
4 Cubic Yard	\$ 224.53	\$ 414.63	\$ 604.72	\$ 795.08	\$ 985.45	\$ 1,175.81
6 Cubic Yard	\$ 295.96	\$ 556.92	\$ 815.62	\$ 1,080.04	\$ 1,339.10	\$ 1,600.07
Drop Box						
				Per Pull Rate*		
All Sizes (Maximum 7 Day Rental)				\$ 535.73		
*Drop Box Rates will include the posted Per Pull Rate plus actual the per ton Tipping Fees incurred.						
Special Fees						
Special Item				Rate		
Carts						
Additional Residential Carts						
Garbage Cart				\$ 12.52		
Recycling Cart				\$ 13.78		
Garden Refuse				\$ 15.03		
Damaged Cart Replacement						
95-Gallon Garbage				\$ 93.94		
Cart Clean/Exchange (first time)				\$ 31.32		
Non proper service placement for handicap or elderly				\$ 25.05		
Special Pick-Up (Go Back) /Overage				\$ 18.79		
Contamination				Special Pickup Charge + \$25 fee for the second and each additional occurrence.		
Bins						
3 Cubic Yard Temporary Bin				\$ 122.93		
Additional Dump				\$ 122.93		
Compactor (Per Yard Per Pull)				\$ 26.34		
Special Pick-Up				\$ 45.28		
Clean & Replace (Plus Extra Dump Fee)				\$ 45.28		
Extra Collection (Plus Extra Dump Fee)				\$ 45.28		
Gate Rate				\$ 25.88		
Push Out Fee per each dump				\$ 25.88		
Lock bar install/maint- monthly				\$ 5.17		
Replacement/damage(other than normal wear)				\$ 64.70		
Special Pick-Up (Go Back) /Overage				25% of Monthly Service Rate		
Contamination				Special Pickup Charge + 25% of monthly rate for the second and each additional occurrence.		
Large Item Collection Items						
Console/Big Screen TV				\$ 30.05		
Computer Monitor				\$ 30.05		
Small E-Waste				\$ 12.52		
Large E-Waste				\$ 31.32		
Universal Waste Non Refrig appl				\$ 31.32		
Refrig, AC etc.				\$ 37.57		
Tires						
Passenger				\$ 8.76		
Passenger w Rim				\$ 15.03		
Truck				\$ 18.79		
Truck with Rim				\$ 27.56		
Tractor and Heavy Equip				\$80-\$600		
Mattress/Box Spring				\$ 12.52		
Hard To handle fee				\$ 165.33		

DRAFT Solid Waste Rates (Effective January 1, 2026)*

* Rates shown include maximum Refuse Rate Index of 5%

Residential Collection Rate		Commercial Cart Collection				
96-Gallon Garbage (Bundled)	\$ 44.17	Each Cart (Garbage, Recycling, Organics)			\$ 44.17	
Commercial Garbage Bin Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 157.38	\$ 278.83	\$ 399.49	\$ 523.20	\$ 643.85	\$ 763.67
3 Cubic Yard	\$ 195.92	\$ 356.40	\$ 512.02	\$ 676.10	\$ 836.19	\$ 996.27
4 Cubic Yard	\$ 239.89	\$ 443.00	\$ 646.10	\$ 849.48	\$ 1,052.88	\$ 1,256.26
6 Cubic Yard	\$ 316.21	\$ 595.03	\$ 871.43	\$ 1,153.94	\$ 1,430.72	\$ 1,709.55
Additional Recycling Bin Volume Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 157.38	\$ 278.83	\$ 399.49	\$ 523.20	\$ 643.85	\$ 763.67
3 Cubic Yard	\$ 195.92	\$ 356.40	\$ 512.02	\$ 676.10	\$ 836.19	\$ 996.27
4 Cubic Yard	\$ 239.89	\$ 443.00	\$ 646.10	\$ 849.48	\$ 1,052.88	\$ 1,256.26
6 Cubic Yard	\$ 316.21	\$ 595.03	\$ 871.43	\$ 1,153.94	\$ 1,430.72	\$ 1,709.55
Drop Box						
				Per Pull Rate*		
All Sizes (Maximum 7 Day Rental)				\$	571.60	
*Drop Box Rates will include the posted Per Pull Rate plus actual the per ton Tipping Fees incurred.						
Special Fees						
Special Item				Rate		
Carts						
Additional Residential Carts						
Garbage Cart				\$	13.37	
Recycling Cart				\$	14.72	
Garden Refuse				\$	16.05	
Damaged Cart Replacement						
95-Gallon Garbage				\$	100.35	
Cart Clean/Exchange (first time)				\$	33.46	
Non proper service placement for handicap or elderly				\$	26.76	
Special Pick-Up (Go Back) /Overage				\$	20.07	
Contamination				Special Pickup Charge + \$25 fee for the second and each additional occurrence.		
Bins						
3 Cubic Yard Temporary Bin				\$	131.34	
Additional Dump				\$	131.34	
Compactor (Per Yard Per Pull)				\$	28.14	
Special Pick-Up				\$	48.38	
Clean & Replace (Plus Extra Dump Fee)				\$	48.38	
Extra Collection (Plus Extra Dump Fee)				\$	48.38	
Gate Rate				\$	27.65	
Push Out Fee per each dump				\$	27.65	
Lock bar install/maint- monthly				\$	5.52	
Replacement/damage(other than normal wear)				\$	69.13	
Special Pick-Up (Go Back) /Overage				25% of Monthly Service Rate		
Contamination				Special Pickup Charge + 25% of monthly rate for the second and each additional occurrence.		
Large Item Collection Items						
Console/Big Screen TV				\$	32.10	
Computer Monitor				\$	32.10	
Small E-Waste				\$	13.37	
Large E-Waste				\$	33.46	
Universal Waste Non Refrig appl				\$	33.46	
Refrig, AC etc.				\$	40.13	
Tires						
Passenger				\$	9.36	
Passenger w Rim				\$	16.05	
Truck				\$	20.07	
Truck with Rim				\$	29.44	
Tractor and Heavy Equip				\$80-\$600		
Mattress/Box Spring				\$	13.37	
Hard To handle fee				\$	176.60	

January 3, 2022

Carl Brown, Utilities Manager
City of Turlock
156 S. Broadway, Suite 270
Turlock, CA 95380

submitted via email: CBrown@turlock.ca.us

Report on Solid Waste Rate Study

Dear Mr. Brown,

R3 Consulting Group, Inc. (R3) is pleased to submit this Solid Waste Rate Study (Rate Study) to the City of Turlock (City). The City has a Franchise Agreement (Agreement) with Turlock Scavenger (TS) through October 29, 2036.

Objectives

The Rate Study was undertaken in collaboration with City staff and TS pursuant to following objectives:

- Review and evaluate operating cost projections for exclusive solid waste collection services, provided by TS for fiscal years (FYs) 2020-21 and 2021-22.
- Forecast operating costs for the coming five years, including collection and post-collection costs, operational and maintenance costs, staffing changes, inflationary factors, capital and other expenses.
- Estimate costs for implementing unfunded State mandates including AB 341, AB 1826 and SB 1383.
- Calculate the solid waste rates needed to fund projected operating costs, including revenues for a reasonable rate of return for TS, City franchise fees, and unfunded State mandates.
- Compare the resultant City solid waste rates to others in Stanislaus County and the region.
- Recommend new solid waste rates for consideration and potential adoption by the City.
- Recommend an approach for annual index-based rate adjustment that allow for conditional, automatic changes to solid waste rates (Refuse Rate Index or RRI).

Findings

The aforementioned objectives have been accomplished, and with R3 establishing the following findings:

1. The City's solid waste rates have not changed since December 1, 2015.
2. The City's residential solid waste rates are well below – \$2.91 to \$7.95 per month less (7% to 17% lower) than – the average of such rates in comparable communities in early 2021.¹ Rates in comparable communities are known to have been increasing in late 2021 and early 2022, which further increases the difference between the City's rates and the rates in those other communities.
3. The City's commercial solid waste rates are also well below – over 50% lower than – the average rates in comparable communities.

¹ Ceres, Davis, Lodi, Los Banos, Manteca, Merced, Modesto, Stockton and Tracy.

4. TS's operations in the City broke even, without earning a profit, in FY 2019-20, and earned a small (less than 1%) profit in FY 2020-21.
5. TS's rate revenues would need to increase significantly in order to meet the projected costs (including a reasonable rate of return) for providing solid waste service for Calendar Year (CY) 2022, which includes adjustments to collection operations necessary to implement unfunded State mandates, but not the potential increases in organic refuse recycling costs, which are presently unknown, and which require further study and evaluation in 2022.
6. The City and TS intend to change to a flat rate structure wherein all residential customers receive and pay for 95-gallons of refuse weekly, which may reduce contamination in recycling and organic refuse containers as well as illegal dumping throughout the City, and also provide efficiencies in collection operations.

Recommendations

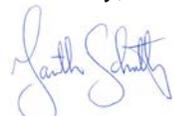
In consideration of the objectives of this Rate Study and its findings, and with the understanding that the Agreement provides the City with the sole discretion to make reasonable changes in the rates for the collection of solid waste in the City, R3 recommends that the City consider the following adjustments to solid waste rates.

1. Implement a CY 2022 flat rate 95-gallon garbage container service level for residential customers at a rate of \$33.01, effective April 1, 2022, and increase those rates on January 1 annually by 10.6% in CY 2023, 6.6% in CY 2024, 1.2% (plus RRI) in CY 2025, and 1.8% (plus RRI) in CY 2026.
2. Adjust maximum commercial rates for CY 2022 by 41.7% effective April 1, 2022, enforce municipal code provisions requiring subscription to recycling and organic refuse service by commercial customers in 2022, and adjust those maximum rates on January 1 annually by 14.2% in CY 2023, 5.7% in CY 2024, 1.3% (plus RRI) in CY 2025, and 1.8% (plus RRI) in CY 2026.
3. Adjust maximum drop box per pull rates to \$430.77 per pull hauling fee in CY 2022 (effective April 1, 2022) and adjust those maximum rates on January 1 annually by 10.9% in CY 2023, 5.7% in CY 2024, 1.1% (plus RRI) in CY 2025, and 1.7% (plus RRI) in CY 2026. Drop box costs to customers will also include the applicable per ton disposal charges at actual costs incurred by TS for such service, which will be grossed up by the City's 15% Franchise Fee.
4. Amend the Agreement with TS to establish a mechanism for annually adjusting maximum collection rates for all customers starting in CY 2025 accordance with an RRI methodology and also establish a methodology for a detailed rate review to establish rates based on the cost of providing service for CY 2027.
5. Conduct further research and analysis into organic refuse recycling opportunities, costs and potential rate impacts in 2022 with the objective of providing direction to TS regarding organics recycling opportunities available without adjustment to rates in CY 2022, 2023 and 2024. Changes in organics costs for CY 2025 and CY 2026 would be captured by the RRI rate adjustment mechanism.

* * * * *

R3 appreciates the opportunity to be of service to the City.

Sincerely,



Garth Schultz | *Principal*
R3 Consulting Group, Inc.
 916-782-7821 | gschultz@r3cgi.com

Section 1: Overview of Unfunded State Mandates

Findings from an R3-completed study for the City in 2019 indicated that the City faced significant compliance shortfalls related to key solid waste and recycling laws and was also underprepared to meet future requirements of additional legislation. The City (with R3's assistance) has since made significant progress towards compliance by engaging in a coordinated effort to reach compliance via planning and partnership with TS. Detailed below are the laws, their associated obligations, and steps the City has taken over the past 18 months towards ensuing compliance:

AB 341 (Mandatory Commercial Recycling) and AB 1826 (Mandatory Commercial Organic Recycling)

Adopted in 2012, AB 341 increased the statewide diversion goal to 75% and instituted mandatory recycling service for all businesses, multi-family properties (5 units or more) and public entities that generate more than four cubic yards of solid waste per week. The Bill also requires that education and outreach programs be implemented to inform generators of their obligations related to regulation. For compliance purposes, CalRecycle requires the submittal of an annual report that details commercial recycling programs, including education, outreach, and monitoring to comply with this policy.

AB 1826

AB 1826 extended mandatory commercial and multi-family residential recycling requirements to include diversion requirements for organic waste. Passed in 2014, it requires that businesses meeting specific solid waste generation thresholds arrange for organic waste recycling services and undergo outreach/education and compliance monitoring. As with AB 341, CalRecycle requires reporting on program offerings and compliance efforts. Organic waste covered includes food waste, green (landscaping/yard) waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

To ensure timely and effective progress towards improved recycling programs and compliance with AB 341 and AB 1826, the City and TS entered into a Memorandum of Understanding (MOU) in early 2020. Developed by R3, the MOU clearly articulated the scope and objectives of a cooperative and coordinated effort to bring the City into compliance, and focused specifically on the following areas:

- Business and Multi-Family Covered Generator Identification and Data Collection
- Education and Outreach to Covered Generators
- Development and Implementation of a Progress and Compliance Monitoring System
- Enforcement Measures

SB 1383

In 2016 an additional State law (SB 1383) designed to keep organic waste out of the landfills was passed, requiring a 50 percent reduction in organic waste disposal by 2020 and 75 percent by 2025. Final rulemaking was completed in November 2020 with regulations set to go into effect January 1, 2022. Under the new law, jurisdictions will be required to provide organic waste recycling services to all residents and businesses, establish an edible food recovery program (targeting 20% percent of currently disposed edible food for human consumption by 2025), procure recyclable and recovered organic products, secure access to organic waste recycling capacity, monitor compliance, and conduct enforcement.

The City also engaged R3 to provide an assessment of the City's current compliance status relative to SB 1383 by comparing the City's Agreement with TS to current legislation and pending changes. From this, a pathway towards compliance (*SB 1383 Preparedness Action Plan*) was created, identifying the key tools and resources to be developed and utilized, and providing recommended next steps for the City. A list of are nine (9) key compliance actions that the City needed to address to ensure compliance with SB 1383 were detailed, existing gaps were identified, and recommendation and next steps were provided.

Key among the recommendations was the suggestion that the City engage TS directly on the identified SB 1383 requirements to determine what TS may feasibly provide (given the current Agreement), identify requirements existing outside of the parameters of the current Agreement that may require contract and/or rate negotiation, and explore amendment of the current contract (if necessary).

Section 2: Rate Study Purpose and Methodology

The purpose of conducting this Rate Study was to provide the City with findings and recommendations regarding solid waste service rates that will cover the cost of solid waste services, including consideration for a reasonable profit for TS, payment of the City's franchise fee, and the costs to fulfill unfunded State mandates.

This section describes the methodology employed by R3 to project rate revenues at current rates and projected expenses for solid waste services. This effort included a thorough review of TS's financial statements for City operations, allocations of those financials by service type (Carts, Bins and Drop Box), TS's projected costs for CY 2022, current rates and service levels for City customers, and projected costs for compliance with unfunded State mandates, primarily SB 1383 which goes into effect on January 1, 2022. Revenue and expense projections resulting from this analysis are described below and are provided in Attachment 1.

CY 2022 Revenue Projections at Current Rates

TS allocates rate revenues and operating expenses into three categories: Carts (which are primarily residential customers); Bins (which are commercial and multi-family dwelling customers), and; Drop Box (which are larger containers used primarily by commercial customers).

Using current residential subscription levels and the available rates, R3 projected CY 2022 revenues for Carts, Bins and Drop Box collection at current 2015 rates (prior to implementation of adjustments) and at current service subscription levels. Via this analysis, R3 projected Cart revenues for the coming fiscal year at **\$6.72 million**, Bins at **\$2.85 million**, and Drop Box at **\$1.62 million**, for total annual revenues at current rates and subscription levels at **\$11.19 million**.

CY 2022 Expense Projections

Projected expenses for CY 2022 are also divided into Cart, Bin, and Drop Box categories; however, within each of those expense designations occurs an additional subdivision into the Collection, Transfer & Tipping, General and Administrative (G&A), SB 1383 (unfunded State mandate), Illegal Dumping Program, Operating Profit, and Franchise Fee categories. Projected expenses by each category are as follows (note that value shown below are rounded):

1. **Collection:** This represents the operational cost for collection. This is projected to be **\$2.55 million** for Carts, **\$1.42** for Bins, and **\$930,000** for Drop Box collection.
2. **Transfer and Tipping:** Cost is derived from transferring any collected materials from TS's transfer station to the landfill or processing facility, as well as the tipping fees associated with those post-collection end destinations. This is projected to be just under **\$2.92 million** for Carts, **\$1.34 million** for Bins, and approximately **\$720,000** for Drop Box collection. Projections for transfer and tipping expenses are presented in Attachment 2 and are based on current tonnages and projected tipping costs for refuse, recycling, and organic refuse.
3. **General & Administrative:** This category indicates costs associated with running the administrative portion of the operation. This was projected to be **\$626,000** for Carts, **\$349,000** for Bins, and **\$228,000** for Drop Box collection.

4. **SB 1383:** A new category designed to address impending and unfunded State mandate regulations was included to capture costs related to required program and service costs. However rate funding for this category is not projected until CY 2023, and will include costs for new containers for organic waste collection as well as new staffing and technology costs for the necessary education, outreach and reporting functions required by the State.

Importantly, SB 1383 costs – **which were estimated by TS to be as high as \$2.6 million annually** – do not include projected increases to organic refuse tipping fees, which were projected by TS to be as high as \$240 per ton (up from a current amount of \$60 per ton). R3 recommends further study into appropriate and reasonable organic refuse recycling alternatives in CY 2022 prior to including such costs into the rates, if necessary.

5. **Operating Profit:** This category is to account for the net profits that TS is projected to generate. Currently TS is reporting nearly zero net income for its operations in the City, and the result of this Rate Study would allow them to achieve a positive profit margin starting in CY 2022. Profit is expressed as an “operating ratio”. In CY 2022, the TS’s operating ratio with the recommended rate adjustments would be 96.9%, which is the equivalent of just under a **3.25% profit margin**. Over the five-year period through CY 2026, R3 projects TS’s operating ratio to be an average of 91.7% (9.1% profit) and which is within the range of industry standard for such collection operations.
6. **Franchise Fee:** This represents fees that TS pays to the City for their right to conduct operations in the City. The Franchise Fee amount is set 15% of gross revenues.

Total expenses, including operating margin/profit for CY 2022 are projected to be **\$14.4 million**, whereas projected revenues at current 2015 rates are projected at **\$11.19 million**, prior to any rate adjustments.

Expense Projections for CY 2023-2024 and CY 2025-2026

To project expenses for CY 2023 and 2024, R3 used an escalator of 3.5% on projected collection and G&A expenses. Transfer and Tipping fee expenses in those years were projected as shown in Attachment 2. Projected expenses for CY 2025 and 2026 remain flat in the model, with only TS’s operating margin being changed – this is because rates in those years are proposed to be adjusted by the RRI, which will change rate compensation to TS to account for its changes in collection, G&A and Transfer and Tipping costs. It should be noted, however, that, as an indexed-rate adjustment, changes in TS’s rate compensation in those years would not directly relate to changes in TS’s expenses. Rather, rate compensation will be adjusted in accordance with an RRI formula which would increase compensation to TS based on market indices, not actual changes in costs.

Section 3: Rate Adjustment Timeline

R3 evaluated several timelines for adjusting solid waste rates, including a single-year adjustment in CY to meet the projected costs of solid waste services and a multi-year annual adjustment that more gradually meets the cost of service. Ultimately, the City and TS negotiated a five-year schedule of annual rate adjustments from CY 2022 through CY 2026, as shown in Table 1. Note that adjustments shown for CY 2025-2026 are prior to application of the RRI – actual rate adjustments in those years will be the amounts shown, plus an RRI. The RRI will be capped at 5% and amounts over 5% can be carried over to the next year.

Table 1: Negotiated Rate Adjustment Schedule

	CY 2022 (Effective April 1)	CY 2023 (Effective January 1)	CY 2024 (Effective January 1)	CY 2025 (Effective January 1)	CY 2026 (Effective January 1)
Residential Rates	13.7%	10.6%	6.6%	1.2%	1.8%
Commercial Rates	41.7%	14.2%	5.7%	1.3%	1.8%
Drop Box Rates	51.2%	10.9%	5.7%	1.1%	1.7%

Given TS’s history of flexibility and willingness to work with the City in the best interest of ratepayers and considering the detrimental financial impacts of a potential phased-in approach to rate increases, it is TS’s position that a 20-year renewable term in the Agreement would represent a counterbalance to continuing near term City operations at a loss.

Additionally, and as has been indicated to R3 by TS at various points during completion of the Rate Study, this would also offer an added layer of resilience to the partnership between TS and the City. For example, TS has represented that such an approach would provide additional security that would enable TS to take on capital improvements necessary to bring its post-collection operations up to the level required by SB 1383 and other regulations (i.e., addition of organic waste processing and recycling capacity, recyclables processing, etc.).

R3 recommends that the City consider the multi-year approach to rate adjustment as a means of mitigating the immediate impact to ratepayers. R3 further recommends that the City engage in discussions with TS regarding the Agreement term and make a determination as to whether the 20-year renewable term best represents the interests of the City, or whether alternative considerations would enable implementation of the multi-year rate adjustment approach described herein while remaining agreeable to TS.

Subsequent Annual Adjustments

If the City moves forward with a multi-year rate adjustment, R3 recommends that solid waste rates in subsequent years be adjusted via an indexed annual adjustment via RRI. R3 further recommends the periodic ability for the City or TS to initiate a detailed rate review (DRR) to set rates based on the cost of service. Annual indexed adjustments to solid waste rates are commonplace in the solid waste industry² and are recommended so that rate revenues keep pace with the generally increasing cost of solid waste services over time. Application of an annual indexed adjustment such as RRI can help avoid large increases in future years and are generally accepted as being more palatable to solid waste ratepayers than periodic large rate increases, which helps with public approval of overall rate changes. Typical RRI adjustments range from 1% to 5% annually, though many such approaches seek to cap the amount of annual adjustment at or below 4%. The City has negotiated with TS to use an RRI to adjust rates in CY 2025 and CY 2026, as well as in future years during which a DRR does not occur. The City and TS also agreed to conduct a DRR to set rates for CY 2027.

Section 4: Residential Rate Considerations

Standard “Flat” 95-gallon Residential Refuse Service

Currently the City’s structure provides for three options for residential refuse subscriptions, providing the options for refuse service at the levels of 32-gallons (currently offered at \$27.40 per month) 64-gallons

² The cities of Ceres, Davis, Lodi, Los Banos, Manteca, and Stockton (to name a few) all have such annual indexed rate adjustments, and such annual adjustments are included in the vast majority of new franchise agreements in place throughout the State.

(\$36.20 per month), and 95-gallons (\$41.70 per month). This type of graduated “pay-as-you-throw” rate structure, while commonplace for many decades, has in more recent years resulted in customers subscribing the smaller (lower cost) 32-gallon refuse service level. This trend has generally corresponded with increasing “contamination” of the separate recycling and organic refuse collection containers by excess refuse that cannot fit into the 32-gallon refuse containers.

In order to address the concerning and costly trend of contamination in the recycling and organic refuse containers, the City intends to establish a standard “flat” 95-gallon refuse service for all City residential accounts. In R3’s experience within the industry, increasing cart size to 95-gallon carts combats solid waste problems such as contamination in the recyclable materials stream, overages, and illegal dumping. Other cities are evaluating, and some have implemented, similar approaches, and with the same objectives in mind. For example, the City of Los Banos transitioned to a standard 95-gallon residential refuse container starting July 1, 2021 with a monthly rate of \$42.59 per month.

For this Rate Study, and, specifically, the rate adjustments for CY 2022 and the following two fiscal years, R3 projected residential rates via the current pay-as you throw rate structure, as well as via a 96-gallon standard “flat” rate structure. The comparative results are presented in the following section.

Section 5: Projected Rates

This section presents a summary of projected residential and commercial rates. Complete tables of projected rates including the flat 95-gallon residential rate are included as Attachment 3.

Residential Rates

Table 2, below, shows the projected multi-year rates for both the current residential rate structure and the 95-gallon refuse “flat” rate structures for CY 2022 through CY 2024. Projected rates are also shown in comparison to the City’s current (2015) solid waste rates and the recent (2020-2021) solid waste rates from other cities. It should be noted that these comparative rates are now outdated, as many of these communities have since increased their rates for 2022 and beyond since the initial collection of the data noted in the tables below. 2020-2021 rates for the comparable cities are shown in Table 3.

Table 2: Projected Residential Rates by Year

Subscription Size	Current City Rates (Est. 2015)	Average Comparable Rates (2020-2021)	City CY 2022 Rates	City CY 2023 Rates	City CY 2024 Rates
32-Gallon	\$27.40	\$33.02	\$31.15	\$34.45	\$36.72
64-Gallon	\$36.20	\$39.11	\$41.16	\$45.52	\$48.53
95-Gallon	\$41.70	\$49.65	\$47.41	\$52.44	\$55.90
Flat 95-gallon Rate	\$41.70	\$49.65	\$33.01	\$36.51	\$38.92

Table 3: Current City Rates in Comparison to Other Cities

City	Effective Year	30-35 Gal	60-65 Gal	90-100 Gal
Ceres	9/1/2021	N/A	\$ 28.21	\$ 32.93
Davis	2021	\$ 39.41	\$ 43.62	\$ 52.05
Lodi	2020	\$ 29.59	\$ 44.54	\$ 97.05
Los Banos	2021	N/A	\$ 41.10	\$ 42.59
Manteca	2021	\$ 30.67	\$ 32.61	\$ 34.33
Merced	2020	N/A	\$ 44.49	N/A
Modesto	2020	N/A	\$ 36.63	\$ 36.63
Stockton	2021	\$ 32.41	\$ 41.05	\$ 49.73
Tracy	2021	N/A	\$ 39.70	\$ 51.85
Turlock	2015	\$ 27.40	\$ 36.20	\$ 41.70
Average without Turlock		\$ 33.02	\$ 39.11	\$ 49.65
Turlock vs. Average		\$ (5.62)	\$ (2.91)	\$ (7.95)

As shown in Tables 2 and 3, the City’s current residential rates are below the average of current residential rates in comparable cities. Importantly, the “flat” 95-gallon standard residential refuse service alternative – **with a monthly rate of \$33.01 in CY 2022** – would be cheaper than the 2021 average for the 30-35 gallon container in the comparable communities, and over \$16 per month cheaper than the average 2021 95-gallon refuse rate in the comparable communities. Via the flat 95-gallon rate structure, 32-gallon refuse subscribers (78% of all customers including those currently receiving the senior rate) would see a \$5.61 per month increase in rates **for tripling (3x) increase in their refuse service volume**. That additional volume – along with the City’s implementation of contamination reduction, illegal dumping, SB 1383 compliance, and outreach and education measures – in anticipated to facilitate decreases in illegal dumping and contamination of recycling and organic waste streams. If successful, outcomes could yield savings (or at least less-aggressive increases in) recycling and organic refuse tipping and transfer costs, and potentially mitigate potentially dramatic increases in these expenses in the coming few years. The 64-gallon (17% of customers) and 95-gallon (13% of customers) seeing respective decreases of \$3.19 and \$7.39 per month.

Commercial Rates

Table 4 shows the projected multi-year commercial rates for CY 2022 through CY 2024. Projected rates are also shown in comparison to the City’s current (2015) solid waste rates and the current (2020-2021) solid waste rates from other cities.

Table 4: Projected Commercial Rates by Year

Subscription Size (Collected Once Weekly)	Current City Rates (Est. 2015)	Average Comparable Rates (2020)	City CY 2022 Rates	City CY 2023 Rates	City CY 2024 Rates
2 Cubic Yards	\$81.05	\$143.63	\$114.82	\$131.17	\$138.63
3 Cubic Yards	\$100.90	\$187.66	\$142.94	\$163.29	\$172.58
4 Cubic Yards	\$123.55	\$226.26	\$175.03	\$199.95	\$211.32
6 Cubic Yards	\$162.85	\$313.48	\$230.70	\$263.55	\$278.54

As shown in Table 4, the City’s current commercial rates are far below the average comparable rates from 2020. The Rate Study demonstrates that there is a need to increase commercial rates to generate revenues to cover the cost of service, and that finding is further substantiated by the fact that the City’s commercial rates are well below the regional average for such rates. Importantly, even with the projected increase in commercial rates for CY 2022, the City’s commercial rates will remain below the average comparable rate for all categories shown in Table 4 (and, likely all commercial categories overall).

City of Turlock Rate Model and Adjustment Schedule

				1	2	3	4	5	
				CY 2022	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026
				One Time Rate Adjustment (For Example)	New Rates Effective 4/1/2022	Jan. 1 Rate Adjustment Inclusive of RRI	Jan. 1 Rate Adjustment Inclusive of RRI	Jan. 1 Rate Adjustment Prior to RRI	Jan. 1 Rate Adjustment Prior to RRI
Adjustment to Cart Revenues				22.1%	13.7%	10.6%	6.6%	1.2%	1.8%
Adjustment to Bin Revenues				46.6%	41.7%	14.2%	5.7%	1.3%	1.8%
Adjustment to Drop-Box Revenues				56.3%	51.2%	10.9%	5.7%	1.1%	1.7%
				CY 2022	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026
Revenues	Carts				1,678,825				
					5,934,649				
	Subtotal Annual Cart Revenues		6,715,301	8,199,781	7,613,475	8,420,675	8,976,653	9,087,161	9,252,514
	Bins				713,389				
				3,031,857					
Subtotal Annual Bin Revenues		2,853,554	4,183,547	3,745,245	4,278,481	4,521,823	4,578,474	4,662,819	
Drop Box				404,183					
				1,833,816					
Subtotal Annual Drop Box Revenues		1,616,732	2,527,115	2,237,999	2,481,561	2,623,054	2,652,199	2,697,152	
Subtotal Annual Total Revenues		11,185,588	14,910,444	13,596,719	15,180,717	16,121,531	16,317,834	16,612,485	
Expenses	Carts	Collection	2,545,643	2,545,643	2,634,740	2,726,956	2,726,956	2,726,956	
		Transfer and Tipping	2,996,597	2,915,283	3,146,460	3,310,505	3,310,505	3,310,505	
		G&A	626,046	626,046	647,958	670,637	670,637	670,637	
		SB 1383	-	-	227,386	235,344	243,581	252,107	
		Subtotal		6,168,285	6,086,972	6,656,544	6,943,441	6,951,678	6,960,204
		Operating Profit	801,529	638,964	501,030	686,714	772,409	904,433	
	Franchise Fees		1,229,967	1,186,930	1,263,101	1,346,498	1,363,074	1,387,877	
	Total Carts		8,199,781	7,912,866	8,420,675	8,976,653	9,087,161	9,252,514	
	Bins	Collection	1,419,685	1,419,685	1,469,374	1,520,802	1,520,802	1,520,802	
		Transfer and Tipping	1,378,247	1,340,848	1,416,085	1,462,765	1,462,765	1,462,765	
		G&A	349,141	349,141	361,361	374,009	374,009	374,009	
		SB 1383	-	-	135,318	140,054	144,956	150,030	
		Subtotal		3,147,074	3,109,674	3,382,139	3,497,630	3,502,532	3,507,606
		Operating Profit	408,942	326,430	254,570	345,919	389,170	455,791	
	Franchise Fees		627,532	606,371	641,772	678,274	686,771	699,423	
	Total Bins		4,183,547	4,042,476	4,278,481	4,521,823	4,578,474	4,662,819	
	Drop Box	Collection	930,139	930,139	962,693	996,388	996,388	996,388	
		Transfer and Tipping	742,136	721,998	762,227	787,504	787,504	787,504	
		G&A	228,748	228,748	236,754	245,040	245,040	245,040	
		Subtotal		1,901,022	1,880,884	1,961,674	2,028,932	2,028,932	2,028,932
Operating Profit		247,025	197,441	147,653	200,664	225,437	263,647		
Franchise Fees		379,067	366,763	372,234	393,458	397,830	404,573		
Total Drop Box		2,527,115	2,445,088	2,481,561	2,623,054	2,652,199	2,697,152		
Total	Collection	4,895,467	4,895,467	5,066,808	5,244,146	5,244,146	5,244,146		
	Transfer and Tipping	5,116,979	4,978,129	5,324,772	5,560,774	5,560,774	5,560,774		
	G&A	1,203,935	1,203,935	1,246,073	1,289,686	1,289,686	1,289,686		
	SB 1383	-	-	362,704	375,399	388,538	402,136		
	Subtotal		11,216,381	11,077,531	12,000,357	12,470,004	12,483,143	12,496,742	
	Operating Profit	1,457,496	1,162,835	903,253	1,233,297	1,387,016	1,623,870		
	Franchise Fees		2,236,567	2,160,064	2,277,108	2,418,230	2,447,675	2,491,873	
Grand Total		14,910,444	14,400,430	15,180,717	16,121,531	16,317,834	16,612,485		

ATTACHMENT 2

Tonnage Projections by LOB

		FY 19/20	FY 20/21	CY 2022	CY 2023	CY 2024
		Actual	Estimated	Projected	Projected	Projected
Carts	Garbage	14,808	14,808	14,808	14,808	14,808
	Organics	13,367	13,367	13,367	13,367	13,367
	Recycling	7,118	7,118	7,118	7,118	7,118
	Subtotal Carts	35,293	35,293	35,293	35,293	35,293
Bins	Garbage	20,253	20,253	20,253	20,253	20,253
	Recycling	750	750	750	750	750
	Subtotal Bins	21,003	21,003	21,003	21,003	21,003
Drop Box	Garbage	12,298	12,298	12,298	12,298	12,298
	Organics	121	121	121	121	121
	Subtotal Drop Box	12,419	12,419	12,419	12,419	12,419
	Total	68,715	68,715	68,715	68,715	68,715

Tippling Fee Projections by LOB

		FY 19/20	FY 20/21	CY 2022	CY 2023	CY 2024
		Actual	Estimated	Projected	Projected	Projected
Carts	Garbage	831,321	865,845	880,632	904,046	933,657
	Organics	675,034	856,013	1,190,198	1,261,465	1,337,240
	Recycling	594,424	783,399	925,767	980,949	1,039,608
	Subtotal Carts	2,100,779	2,505,257	2,996,597	3,146,460	3,310,505
Bins	Garbage	1,213,259	1,260,478	1,280,702	1,312,726	1,353,225
	Recycling	62,633	82,544	97,545	103,359	109,540
	Subtotal Bins	1,275,892	1,343,022	1,378,247	1,416,085	1,462,765
Drop Box	Garbage	690,410	719,081	731,362	750,808	775,399
	Organics	6,111	7,749	10,774	11,419	12,105
	Subtotal Drop Box	696,520	726,830	742,136	762,227	787,504
	Total	4,073,191	4,575,108	5,116,979	5,324,772	5,560,774

Tonnage Projections by Stream

	FY 19/20	FY 20/21	CY 2022	CY 2023	CY 2024
	Actual	Estimated	Projected	Projected	Projected
Garbage	47,359	47,359	47,359	47,359	47,359
Organics	13,488	13,488	13,488	13,488	13,488
Recycling	7,868	7,868	7,868	7,868	7,868
Total	68,715	68,715	68,715	68,715	68,715

Tippling Fee Projections by Stream

	FY 19/20	FY 20/21	CY 2022	CY 2023	CY 2024
	Actual	Estimated	Projected	Projected	Projected
Garbage	2,734,990	2,845,404	2,892,696	2,967,580	3,062,281
Organics	681,144	863,762	1,200,972	1,272,884	1,349,344
Recycling	657,057	865,943	1,023,312	1,084,308	1,149,148
Total	4,073,191	4,575,108	5,116,979	5,324,772	5,560,774

Tippling Fee Projections by Stream

	FY 19/20	FY 20/21	CY 2022	CY 2023	CY 2024
	Actual	Estimated	Projected	Projected	Projected
Garbage \$	56.14	58.47	59.47	61.05	63.05
Organics \$	50.50	64.04	89.04	94.37	100.04
Recycling \$	83.51	110.06	130.06	137.81	146.05

DRAFT Solid Waste Rates (Effective April 1, 2022)												
Residential Collection Rate			Commercial Cart Collection									
96-Gallon Garbage (Bundled)	\$	33.01	Each Cart (Garbage, Recycling, Organics)	\$	32.23							
Commercial Garbage Bin Collection												
Subscription Size	Collection Frequency											
	1/week	2/week	3/week	4/week	5/week	6/week						
2 Cubic Yard	\$	114.82	\$	203.43	\$	291.47	\$	381.72	\$	469.76	\$	557.17
3 Cubic Yard	\$	142.94	\$	260.03	\$	373.57	\$	493.28	\$	610.08	\$	726.88
4 Cubic Yard	\$	175.03	\$	323.21	\$	471.39	\$	619.78	\$	768.18	\$	916.57
6 Cubic Yard	\$	230.70	\$	434.13	\$	635.79	\$	841.91	\$	1,043.86	\$	1,247.29
Additional Recycling Bin Volume Collection												
Subscription Size	Collection Frequency											
	1/week	2/week	3/week	4/week	5/week	6/week						
2 Cubic Yard	\$	114.82	\$	203.43	\$	291.47	\$	381.72	\$	469.76	\$	557.17
3 Cubic Yard	\$	142.94	\$	260.03	\$	373.57	\$	493.28	\$	610.08	\$	726.88
4 Cubic Yard	\$	175.03	\$	323.21	\$	471.39	\$	619.78	\$	768.18	\$	916.57
6 Cubic Yard	\$	230.70	\$	434.13	\$	635.79	\$	841.91	\$	1,043.86	\$	1,247.29
Drop Box												
				Per Pull Rate*								
All Sizes (Maximum 7 Day Rental)				\$ 430.77								
*Drop Box Rates will include the posted Per Pull Rate plus actual the per ton Tipping Fees incurred.												
Special Fees												
Special Item				Rate								
Carts												
Additional Residential Carts												
Garbage Cart				\$ 10.00								
Recycling Cart				\$ 11.00								
Garden Refuse				\$ 12.00								
Damaged Cart Replacement												
95-Gallon Garbage				\$ 75.00								
Cart Clean/Exchange (first time)				\$ 25.00								
Non proper service placement for handicap or elderly				\$ 20.00								
Special Pick-Up (Go Back) /Overage				\$ 15.00								
Contamination				Special Pickup Charge + \$25 fee for the second and each additional occurrence.								
Bins												
3 Cubic Yard Temporary Bin				\$ 95.00								
Additional Dump				\$ 95.00								
Compactor (Per Yard Per Pull)				\$ 20.35								
Special Pick-Up				\$ 35.00								
Clean & Replace (Plus Extra Dump Fee)				\$ 35.00								
Extra Collection (Plus Extra Dump Fee)				\$ 35.00								
Gate Rate				\$ 20.00								
Push Out Fee per each dump				\$ 20.00								
Lock bar install/maint- monthly				\$ 4.00								
Replacement/damage(other than normal wear)				\$ 50.00								
Special Pick-Up (Go Back) /Overage				25% of Monthly Service Rate								
Contamination				Special Pickup Charge + 25% of monthly rate for the second and each additional occurrence.								
Large Item Collection Items												
Console/Big Screen TV				\$ 24.00								
Computer Monitor				\$ 24.00								
Small E-Waste				\$ 10.00								
Large E-Waste				\$ 25.00								
Universal Waste Non Refrig appl				\$ 25.00								
Refrig, AC etc.				\$ 30.00								
Tires												
Passenger				\$ 7.00								
Passenger w Rim				\$ 12.00								
Truck				\$ 15.00								
Truck with Rim				\$ 22.00								
Tractor and Heavy Equip				\$80-\$600								
Mattress/Box Spring				\$ 10.00								
Hard To handle fee				\$ 132.00								

DRAFT Solid Waste Rates (Effective January 1, 2023)

Residential Collection Rate		Commercial Cart Collection				
96-Gallon Garbage (Bundled)	\$ 36.51	Each Cart (Garbage, Recycling, Organics)			\$ 36.82	
Commercial Garbage Bin Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 131.17	\$ 232.39	\$ 332.97	\$ 436.07	\$ 536.64	\$ 636.50
3 Cubic Yard	\$ 163.29	\$ 297.05	\$ 426.76	\$ 563.51	\$ 696.94	\$ 830.37
4 Cubic Yard	\$ 199.95	\$ 369.23	\$ 538.50	\$ 708.02	\$ 877.55	\$ 1,047.07
6 Cubic Yard	\$ 263.55	\$ 495.94	\$ 726.31	\$ 961.78	\$ 1,192.48	\$ 1,424.87
Additional Recycling Bin Volume Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 131.17	\$ 232.39	\$ 332.97	\$ 436.07	\$ 536.64	\$ 636.50
3 Cubic Yard	\$ 163.29	\$ 297.05	\$ 426.76	\$ 563.51	\$ 696.94	\$ 830.37
4 Cubic Yard	\$ 199.95	\$ 369.23	\$ 538.50	\$ 708.02	\$ 877.55	\$ 1,047.07
6 Cubic Yard	\$ 263.55	\$ 495.94	\$ 726.31	\$ 961.78	\$ 1,192.48	\$ 1,424.87
Drop Box						
				Per Pull Rate*		
All Sizes (Maximum 7 Day Rental)				\$ 477.65		
*Drop Box Rates will include the posted Per Pull Rate plus actual the per ton Tipping Fees incurred.						
Special Fees						
Special Item				Rate		
Carts						
Additional Residential Carts						
Garbage Cart				\$ 11.06		
Recycling Cart				\$ 12.17		
Garden Refuse				\$ 13.27		
Damaged Cart Replacement						
95-Gallon Garbage				\$ 82.95		
Cart Clean/Exchange (first time)				\$ 27.65		
Non proper service placement for handicap or elderly				\$ 22.12		
Special Pick-Up (Go Back) /Overage				\$ 16.59		
Contamination				Special Pickup Charge + \$25 fee for the second and each additional occurrence.		
Bins						
3 Cubic Yard Temporary Bin				\$ 108.53		
Additional Dump				\$ 108.53		
Compactor (Per Yard Per Pull)				\$ 23.25		
Special Pick-Up				\$ 39.98		
Clean & Replace (Plus Extra Dump Fee)				\$ 39.98		
Extra Collection (Plus Extra Dump Fee)				\$ 39.98		
Gate Rate				\$ 22.85		
Push Out Fee per each dump				\$ 22.85		
Lock bar install/maint- monthly				\$ 4.57		
Replacement/damage(other than normal wear)				\$ 57.12		
Special Pick-Up (Go Back) /Overage				25% of Monthly Service Rate		
Contamination				Special Pickup Charge + 25% of monthly rate for the second and each additional occurrence.		
Large Item Collection Items						
Console/Big Screen TV				\$ 26.54		
Computer Monitor				\$ 26.54		
Small E-Waste				\$ 11.06		
Large E-Waste				\$ 27.65		
Universal Waste Non Refrig appl				\$ 27.65		
Refrig, AC etc.				\$ 33.18		
Tires						
Passenger				\$ 7.74		
Passenger w Rim				\$ 13.27		
Truck				\$ 16.59		
Truck with Rim				\$ 24.33		
Tractor and Heavy Equip				\$80-\$600		
Mattress/Box Spring				\$ 11.06		
Hard To handle fee				\$ 145.99		

DRAFT Solid Waste Rates (Effective January 1, 2024)

Residential Collection Rate		Commercial Cart Collection				
96-Gallon Garbage (Bundled)	\$ 38.92	Each Cart (Garbage, Recycling, Organics)			\$ 38.91	
Commercial Garbage Bin Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 138.63	\$ 245.61	\$ 351.91	\$ 460.87	\$ 567.16	\$ 672.70
3 Cubic Yard	\$ 172.58	\$ 313.95	\$ 451.03	\$ 595.56	\$ 736.58	\$ 877.60
4 Cubic Yard	\$ 211.32	\$ 390.23	\$ 569.13	\$ 748.29	\$ 927.46	\$ 1,106.62
6 Cubic Yard	\$ 278.54	\$ 524.15	\$ 767.62	\$ 1,016.48	\$ 1,260.30	\$ 1,505.91
Additional Recycling Bin Volume Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 138.63	\$ 245.61	\$ 351.91	\$ 460.87	\$ 567.16	\$ 672.70
3 Cubic Yard	\$ 172.58	\$ 313.95	\$ 451.03	\$ 595.56	\$ 736.58	\$ 877.60
4 Cubic Yard	\$ 211.32	\$ 390.23	\$ 569.13	\$ 748.29	\$ 927.46	\$ 1,106.62
6 Cubic Yard	\$ 278.54	\$ 524.15	\$ 767.62	\$ 1,016.48	\$ 1,260.30	\$ 1,505.91
Drop Box						
				Per Pull Rate*		
All Sizes (Maximum 7 Day Rental)				\$	504.88	
*Drop Box Rates will include the posted Per Pull Rate plus actual the per ton Tipping Fees incurred.						
Special Fees						
Special Item				Rate		
Carts						
Additional Residential Carts						
Garbage Cart				\$	11.79	
Recycling Cart				\$	12.97	
Garden Refuse				\$	14.15	
Damaged Cart Replacement						
95-Gallon Garbage				\$	88.43	
Cart Clean/Exchange (first time)				\$	29.48	
Non proper service placement for handicap or elderly				\$	23.58	
Special Pick-Up (Go Back) /Overage				\$	17.69	
Contamination				Special Pickup Charge + \$25 fee for the second and each additional occurrence.		
Bins						
3 Cubic Yard Temporary Bin				\$	115.70	
Additional Dump				\$	115.70	
Compactor (Per Yard Per Pull)				\$	24.79	
Special Pick-Up				\$	42.62	
Clean & Replace (Plus Extra Dump Fee)				\$	42.62	
Extra Collection (Plus Extra Dump Fee)				\$	42.62	
Gate Rate				\$	24.36	
Push Out Fee per each dump				\$	24.36	
Lock bar install/maint- monthly				\$	4.87	
Replacement/damage(other than normal wear)				\$	60.89	
Special Pick-Up (Go Back) /Overage				25% of Monthly Service Rate		
Contamination				Special Pickup Charge + 25% of monthly rate for the second and each additional occurrence.		
Large Item Collection Items						
Console/Big Screen TV				\$	28.29	
Computer Monitor				\$	28.29	
Small E-Waste				\$	11.79	
Large E-Waste				\$	29.48	
Universal Waste Non Refrig appl				\$	29.48	
Refrig, AC etc.				\$	35.37	
Tires						
Passenger				\$	8.25	
Passenger w Rim				\$	14.15	
Truck				\$	17.69	
Truck with Rim				\$	25.94	
Tractor and Heavy Equip				\$80-\$600		
Mattress/Box Spring				\$	11.79	
Hard To handle fee				\$	155.63	

DRAFT Solid Waste Rates (Effective January 1, 2025)*

* Rates shown include maximum Refuse Rate Index of 5%

Residential Collection Rate		Commercial Cart Collection				
96-Gallon Garbage (Bundled)	\$ 41.35	Each Cart (Garbage, Recycling, Organics)			\$ 41.34	
Commercial Garbage Bin Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 147.30	\$ 260.97	\$ 373.91	\$ 489.69	\$ 602.62	\$ 714.76
3 Cubic Yard	\$ 183.37	\$ 333.58	\$ 479.23	\$ 632.80	\$ 782.64	\$ 932.47
4 Cubic Yard	\$ 224.53	\$ 414.63	\$ 604.72	\$ 795.08	\$ 985.45	\$ 1,175.81
6 Cubic Yard	\$ 295.96	\$ 556.92	\$ 815.62	\$ 1,080.04	\$ 1,339.10	\$ 1,600.07
Additional Recycling Bin Volume Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 147.30	\$ 260.97	\$ 373.91	\$ 489.69	\$ 602.62	\$ 714.76
3 Cubic Yard	\$ 183.37	\$ 333.58	\$ 479.23	\$ 632.80	\$ 782.64	\$ 932.47
4 Cubic Yard	\$ 224.53	\$ 414.63	\$ 604.72	\$ 795.08	\$ 985.45	\$ 1,175.81
6 Cubic Yard	\$ 295.96	\$ 556.92	\$ 815.62	\$ 1,080.04	\$ 1,339.10	\$ 1,600.07
Drop Box						
				Per Pull Rate*		
All Sizes (Maximum 7 Day Rental)				\$ 535.73		
*Drop Box Rates will include the posted Per Pull Rate plus actual the per ton Tipping Fees incurred.						
Special Fees						
Special Item				Rate		
Carts						
Additional Residential Carts						
Garbage Cart				\$ 12.52		
Recycling Cart				\$ 13.78		
Garden Refuse				\$ 15.03		
Damaged Cart Replacement						
95-Gallon Garbage				\$ 93.94		
Cart Clean/Exchange (first time)				\$ 31.32		
Non proper service placement for handicap or elderly				\$ 25.05		
Special Pick-Up (Go Back) /Overage				\$ 18.79		
Contamination				Special Pickup Charge + \$25 fee for the second and each additional occurrence.		
Bins						
3 Cubic Yard Temporary Bin				\$ 122.93		
Additional Dump				\$ 122.93		
Compactor (Per Yard Per Pull)				\$ 26.34		
Special Pick-Up				\$ 45.28		
Clean & Replace (Plus Extra Dump Fee)				\$ 45.28		
Extra Collection (Plus Extra Dump Fee)				\$ 45.28		
Gate Rate				\$ 25.88		
Push Out Fee per each dump				\$ 25.88		
Lock bar install/maint- monthly				\$ 5.17		
Replacement/damage(other than normal wear)				\$ 64.70		
Special Pick-Up (Go Back) /Overage				25% of Monthly Service Rate		
Contamination				Special Pickup Charge + 25% of monthly rate for the second and each additional occurrence.		
Large Item Collection Items						
Console/Big Screen TV				\$ 30.05		
Computer Monitor				\$ 30.05		
Small E-Waste				\$ 12.52		
Large E-Waste				\$ 31.32		
Universal Waste Non Refrig appl				\$ 31.32		
Refrig, AC etc.				\$ 37.57		
Tires						
Passenger				\$ 8.76		
Passenger w Rim				\$ 15.03		
Truck				\$ 18.79		
Truck with Rim				\$ 27.56		
Tractor and Heavy Equip				\$80-\$600		
Mattress/Box Spring				\$ 12.52		
Hard To handle fee				\$ 165.33		

DRAFT Solid Waste Rates (Effective January 1, 2026)*

* Rates shown include maximum Refuse Rate Index of 5%

Residential Collection Rate		Commercial Cart Collection				
96-Gallon Garbage (Bundled)	\$ 44.17	Each Cart (Garbage, Recycling, Organics)			\$ 44.17	
Commercial Garbage Bin Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 157.38	\$ 278.83	\$ 399.49	\$ 523.20	\$ 643.85	\$ 763.67
3 Cubic Yard	\$ 195.92	\$ 356.40	\$ 512.02	\$ 676.10	\$ 836.19	\$ 996.27
4 Cubic Yard	\$ 239.89	\$ 443.00	\$ 646.10	\$ 849.48	\$ 1,052.88	\$ 1,256.26
6 Cubic Yard	\$ 316.21	\$ 595.03	\$ 871.43	\$ 1,153.94	\$ 1,430.72	\$ 1,709.55
Additional Recycling Bin Volume Collection						
Subscription Size	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
2 Cubic Yard	\$ 157.38	\$ 278.83	\$ 399.49	\$ 523.20	\$ 643.85	\$ 763.67
3 Cubic Yard	\$ 195.92	\$ 356.40	\$ 512.02	\$ 676.10	\$ 836.19	\$ 996.27
4 Cubic Yard	\$ 239.89	\$ 443.00	\$ 646.10	\$ 849.48	\$ 1,052.88	\$ 1,256.26
6 Cubic Yard	\$ 316.21	\$ 595.03	\$ 871.43	\$ 1,153.94	\$ 1,430.72	\$ 1,709.55
Drop Box						
				Per Pull Rate*		
All Sizes (Maximum 7 Day Rental)				\$	571.60	
*Drop Box Rates will include the posted Per Pull Rate plus actual the per ton Tipping Fees incurred.						
Special Fees						
Special Item				Rate		
Carts						
Additional Residential Carts						
Garbage Cart				\$	13.37	
Recycling Cart				\$	14.72	
Garden Refuse				\$	16.05	
Damaged Cart Replacement						
95-Gallon Garbage				\$	100.35	
Cart Clean/Exchange (first time)				\$	33.46	
Non proper service placement for handicap or elderly				\$	26.76	
Special Pick-Up (Go Back) /Overage				\$	20.07	
Contamination				Special Pickup Charge + \$25 fee for the second and each additional occurrence.		
Bins						
3 Cubic Yard Temporary Bin				\$	131.34	
Additional Dump				\$	131.34	
Compactor (Per Yard Per Pull)				\$	28.14	
Special Pick-Up				\$	48.38	
Clean & Replace (Plus Extra Dump Fee)				\$	48.38	
Extra Collection (Plus Extra Dump Fee)				\$	48.38	
Gate Rate				\$	27.65	
Push Out Fee per each dump				\$	27.65	
Lock bar install/maint- monthly				\$	5.52	
Replacement/damage(other than normal wear)				\$	69.13	
Special Pick-Up (Go Back) /Overage				25% of Monthly Service Rate		
Contamination				Special Pickup Charge + 25% of monthly rate for the second and each additional occurrence.		
Large Item Collection Items						
Console/Big Screen TV				\$	32.10	
Computer Monitor				\$	32.10	
Small E-Waste				\$	13.37	
Large E-Waste				\$	33.46	
Universal Waste Non Refrig appl				\$	33.46	
Refrig, AC etc.				\$	40.13	
Tires						
Passenger				\$	9.36	
Passenger w Rim				\$	16.05	
Truck				\$	20.07	
Truck with Rim				\$	29.44	
Tractor and Heavy Equip				\$80-\$600		
Mattress/Box Spring				\$	13.37	
Hard To handle fee				\$	176.60	

Prop 218
Solid Waste Rate Increase
Public Hearing: 2/8/22 @ 6PM

EDUCATION & OUTREACH EFFORTS

- Press Release (January 22 & February 5)
 - Turlock Journal
- Advertisement on City's website (January 5th – current)
- Social Media Posts (12/17/21, 1/5/22, 1/13/22, 1/20/22, 1/31/2021.. on-going)

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF TURLOCK

Public hearing will be held on **TUESDAY, FEBRUARY 8, 2022 AT 6:00 P.M.**, in the **Yosemite Community Room of the Turlock City Hall, 156 S. Broadway, Turlock, CA**, to consider adoption of increases to solid waste fees and charges and a proposed ordinance amendment to TMC 6-3-101 to implement updated fees and charges for property related solid waste services.

The purpose of the hearing is to take written and oral comments and consider all written requests against the proposed changes. An owner or tenant that receives City solid waste service may protest the proposed increases by submitting a written protest by mail or in person to the City of Turlock, City Clerk, 156 S Broadway, Ste. 230, Turlock, CA 95380. Any protest submitted by e-mail or other electronic means will not be accepted. Each protest must (1) be in writing, (2) state opposition to the proposed solid waste fee increase, (3) provide the location of the identified parcel (by assessor's parcel number or street address), and (4) include the original signature of the customer submitting the protest. Only one written protest per customer will be counted for purposes of determining whether there is a majority protest. Written protests must be received (not just postmarked) by the City before or up to the conclusion of the public hearing.

If written protests against the proposed fees and charges are presented by a majority of owners of the identified parcels, the City Council may not impose the proposed increases to fees and charges.

If written protests against the proposed increases are not presented by a majority vote, the City Council will be authorized to adopt the new fees and charges, which would go into effect on April 1, 2022.

Challenges in court to any of the items identified in this public notice may be limited to only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the Turlock City Council at, or prior to, the public hearing.

Pursuant to California Constitution Article III, Section 6, establishing English as the official language for the State of California, notice is hereby given that all proceedings before the Turlock City Council shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

/s/Kellie E. Weaver,
City Clerk, City of Turlock

Publish: 1/22/22 &
2/5/22



City Council Staff Report

February 8, 2022

From: Amy Bublak, Mayor
Sarah Eddy, Interim City Manager

Prepared by: Sarah Eddy, Interim City Manager

Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appointing Reagan M. Wilson as the City of Turlock City Manager, effective February 9, 2022, and approving the related employment agreement

2. SYNOPSIS:

The City of Turlock has engaged in a recruitment process related to the vacant City Manager position. The City Manager is hired by the City Council. During the recruitment process, Reagan M. Wilson distinguished himself as the leading candidate.

During his over 30 year career, Mr. Wilson has gained valuable experience serving in various leadership positions, and the City is excited for the City Council to appoint Mr. Wilson as the next City Manager.

3. DISCUSSION OF ISSUE:

Reagan M. Wilson distinguished himself as the leading candidate during the recruitment for the next City of Turlock City Manager. The City has negotiated and prepared an Employment Agreement (Exhibit A) between the City and Mr. Wilson. The Employment Agreement provides for a start date of February 9, 2022, and places Mr. Wilson on Step 3 of the City Manager salary schedule (Range 44.3). Other terms and conditions of employment are detailed in the Employment Agreement.

Staff is bringing this matter before the City Council for appointment by the City Council of Mr. Wilson to the City Manager position effective February 9, 2022, and requesting the approval of the related Employment Agreement.

4. BASIS FOR RECOMMENDATION:

A. Council action is required related to the appointment of the City Manager, and prior to execution of the attached Employment Agreement.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The attached Employment Agreement sets forth the compensation and terms and conditions of employment. The related expenditure is allocated within the City's existing budget.

6. INTERIM CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council could choose to not make the appointment. However, this alternative is not recommended as Reagan M. Wilson distinguished himself as the leading candidate to serve as the next City of Turlock City Manager.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPOINTING
REAGAN M. WILSON AS THE CITY
OF TURLOCK CITY MANAGER, EFFECTIVE
FEBRUARY 9, 2022, AND APPROVING
THE RELATED EMPLOYMENT AGREEMENT**

RESOLUTION NO. 2022-

WHEREAS, the City of Turlock has engaged in a recruitment related to the vacant City Manager position; and

WHEREAS, during the recruitment process applicant Reagan M. Wilson distinguished himself as the leading candidate; and

WHEREAS, the City has negotiated and prepared an Employment Agreement between the City and Mr. Wilson.

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

1. The City Council hereby appoints Reagan M. Wilson as the City of Turlock City Manager, effective February 9, 2022.
2. The City Council approves the related Employment Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of February, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Kellie Weaver, Interim City Clerk
City of Turlock, County of Stanislaus,
State of California

EXHIBIT A

CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF TURLOCK AND REAGAN M. WILSON

This Employment Agreement (“Agreement”) is hereby entered into by and between the City of Turlock (“City”) and Reagan Wilson (“Wilson” or “Employee”).

WHEREAS, the City of Turlock desires to retain and employ Reagan Wilson as City Manager; and,

WHEREAS, this Employment Agreement sets forth the terms and conditions of employment.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Effective Date.** City hereby employs Reagan M. Wilson as the City Manager effective on February 9, 2022 (“Effective Date”).
2. **Acceptance.** Wilson accepts such employment pursuant to the terms set forth herein. Wilson agrees to perform the duties and discharge the responsibilities of City Manager as set forth in the Turlock Municipal Code, the City Manager job description, City policy and applicable law, and subject to direction by the City Council. Employee shall devote his full attention to service as City Manager and shall not be employed or work in any other capacity, unless approved in writing by the City Council.
3. **Term.** The initial term of this Agreement shall be for a period of five (5) years commencing on the Effective Date. If the parties desire to consider an extension of this Agreement, they agree to begin discussions of such an extension at least ten (10) months prior to the expiration of the initial term. An extension is not mandatory and any failure of either party to discuss or agree to any extension shall not constitute a breach of this Agreement.
4. **At-Will.** The City Manager position is unrepresented, and this Agreement provides for an at-will employment relationship that either party may terminate as set forth in Section 10, below. The City Manager serves at the will and pleasure of the City Council.
5. **Compensation.** Employee shall be placed on Step 3 of the City Manager salary schedule (Range 44.3), which currently equates to a base salary of Sixteen Thousand Four Hundred Seventy Dollars (\$16,470) per month. The City Manager salary schedule shall receive any future base salary increases that are provided to the Turlock Management Employees group. Step advancement on the salary schedule shall be at the sole discretion of the City Council, and in relation to the evaluation process set forth in Section 6 below.
6. **Evaluation.** City Council shall review and evaluate Employee’s performance of his duties as City Manager four (4) months and then twelve (12) months after the Effective Date and thereafter on not less than an annual anniversary basis from the Effective Date.

7. **Benefits.** Employee shall receive benefits as follows:

- a. **Health and Welfare Benefits.** In lieu of participation in City's health and welfare benefits, City shall reimburse Employee for a portion of his premium related to Medicare supplemental insurance coverage. Specifically, Employee shall be responsible for paying the same percentage toward his Medicare supplemental insurance coverage that the Management Employees group pays toward health and welfare premium contributions as follows:

Effective as soon as administratively feasible: 5% (City pays 95%)

Effective on July 1, 2022: 7.5% (City pays 92.5%)

Effective on July 1, 2023: 10% (City pays 90%)

The percentage paid by the City is subject to change in future years based on amounts applicable to the Management Employees group. The reimbursement amounts set forth herein will be included with employee's regular payroll and as taxable income.

- b. **Leave Entitlements.** Employee shall receive the same management leave, vacation, sick leave, bereavement leave, and holidays as applicable to the Turlock Management Employees group, except that at time of initial employment, the City agrees to provide Employee with an initial bank of one hundred twenty (120) hours of vacation leave.
- c. **Deferred Compensation - 401 Program.** Employee shall be eligible to participate in the City's deferred compensation 401 program under the same terms provided to the Turlock Management Employees group. The employee contribution and employer contribution match amounts applicable to Directors shall be applicable to the City Manager position so that if Employee contributes eight percent (8%) to the program, the City contribution match shall be three and one-half percent (3.5%).
- d. **Deferred Compensation - 457 Program.** Employee shall be eligible to participate in the City's deferred compensation 457 program by Employee contributing any amount up to legal limits to this program and City shall make a contribution match up to three and one-half percent (3.5%) based upon the Employee's level of contribution to the program. For example, if Employee contributes the legal limit, the City contribution match would be three and one-half percent or if Employee contributes sixty percent (60%) of the legal limit, the City would match 60% of 3.5%, that is, 2.1%).
- e. **Retiree Health Savings Vantage Care Plan.** Employee shall be eligible to participate in the City's Retiree Health Savings Vantage Care Plan under the same terms provided to the Turlock Management Employees group so that the City contribution will be three percent (3%).

- f. **Life Insurance.** Employee is eligible for life insurance benefits as provided to the Turlock Management Employees group.
 - g. **Long-Term Disability.** Employee is eligible for long-term disability benefits as applicable to the Turlock Management Employees group.
 - h. **Professional Development.** Employee shall be eligible for up to seven hundred dollars (\$700) per fiscal year for purposes of professional development. The terms of the professional development funds shall be administered in the same manner as applied to the Turlock Management Employees group.
 - i. **CalPERS Participation.** Employee shall be enrolled in the CalPERS retirement system pursuant to applicable CalPERS rules and procedures, including the applicable employee contribution rate. The parties understand and agree that determination regarding CalPERS retirement plan applicability is in the sole discretion of CalPERS and pursuant to applicable statutes.
 - j. **Vehicle Allowance.** Employee shall receive a vehicle allowance of \$400 per month.
8. **Cell Phone and Tablet Device.** City agrees to provide Employee with a City-issued cell phone and a City-issued tablet device during the term of this Agreement.
9. **Termination.** This Agreement may be terminated as follows:
- a. **Termination by Mutual Consent.** – This Agreement may be changed, modified, or terminated by mutual written agreement of the City and Employee upon thirty (30) calendar days’ written prior notice.
 - b. **Termination by Employee.** – Notwithstanding any other provisions of this Agreement, Employee shall have the option to terminate this Agreement by providing the City with a written notice of resignation. This notice shall be provided no less than thirty (30) calendar days prior to said resignation date. The Employee and City may mutually agree to a resignation notice of less than thirty (30) calendar days.
 - c. **Termination For Cause.** – This Agreement and the services of Employee may be terminated by the City Council for cause in accordance with Chapter 2-4, Article 2, of the Turlock Municipal Code.
 - d. **Termination Without Cause.** – This Agreement and the services of Employee may be terminated without cause by the City Council at any time, and in relation to the consideration set forth in this paragraph. City and Employee agree that in the event of termination without cause, there shall be no severance or lump-sum payment owed to Employee. If Employee is terminated without cause under this subsection (d), Employee shall be paid through the end of the pay period in which the termination occurs. For example, if Employee is terminated on the tenth (10th) of a month where the ordinary City pay period is through the fifteenth (15th) of a month, Employee would be paid through the fifteenth (15th) of the month.

Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event Employee is convicted of a crime constituting “abuse of office,” he shall reimburse the City for salary and monies to the fullest extent mandated by law (e.g., paid leave, criminal defense expenses, cash settlement, etc.). In the event of such conviction, the City shall make no payments barred by Government Code section 53243 et seq.

10. **General Provisions.**

- a. **Severability.** The terms of this Agreement are contractual and not a mere recital. Should any provision or part of any provision or application thereof be held invalid, the invalidity shall not affect any other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are declared to be severable.
- b. **Governing Law.** This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in the Stanislaus County Superior Court.
- c. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.
- d. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties. Any amendment, modifications or variations from the terms of this agreement shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the City Council and Employee.

[Signatures Appear on Following Page]

ON BEHALF OF THE CITY

Amy Bublak, Mayor

Date

EMPLOYEE

Reagan M. Wilson

Date

APPROVED AS TO FORM

George A. Petrulakis, City Attorney

Date

City Council Staff Report

February 8, 2022



From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Karen Packwood, Parks, Recreation & Public Facilities
Superintendent

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: In the matter of naming the new park in the Legends 3 subdivision, "John Lazar Park" on behalf of former Mayor John Lazar in recognition of his contributions to the Turlock community

2. SYNOPSIS:

Naming the new park in the Legends 3 subdivision, "John Lazar Park" on behalf of former Mayor John Lazar in recognition of his contributions to the Turlock community.

3. DISCUSSION OF ISSUE:

The City of Turlock recognizes people and groups/organizations who have made significant contributions to the Turlock community by naming or possibly renaming City Buildings, Parks, or Facilities in their honor. The naming of these City owned facilities benefits the residents of the City by creating a stronger sense of community; a sense of identity and place; a connection between present and past, and enhancing a sense of history in the community by creating community role models; and communicating a sense of what the community values.

In October 2021, Mayor Amy Bublak submitted a Public Facilities and Parks Naming Nomination Form to the Parks, Arts, and Recreation Commission requesting the unnamed park in the Legends 3 subdivision be named "John Lazar Park". At the December 8, 2021 Parks, Arts, and Recreation Commission meeting, Vice Mayor Pam Franco made a presentation to the Commission, on behalf of Mayor Bublak, to name the new unnamed park in Legends 3 "John Lazar Park" for the former Mayor, in recognition of his commitment to the City of Turlock. Former Mayor Lazar served two terms as the Mayor of the City of Turlock, 2006 – 2010 and was re-elected to serve 2010- 2014.

The motion passed unanimously and is now before Council for consideration. If approved, the unnamed park in the Legends 3 subdivision will be named "John Lazar Park" when it is built. Attached is a copy of the Public Facilities and Parks Naming Nomination Form and letters of support marked as Exhibit "A".

4. BASIS FOR RECOMMENDATION:

- A. The role of the Parks, Arts and Recreation Commission is to advise the City Council and staff on matters pertaining to parks, recreation, community programs and related facilities.
- B. This project will provide a safe, well-designed and attractively maintained park facility for the citizens of Turlock to enjoy recreation activities and socialize.
- C. Resolution 2008-154 directs the Parks, Arts, and Recreation Commission to recommend the naming of City facilities with final approval given by the City Council.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

There is no fiscal impact to the naming of this park as the park has not been developed.

6. STAFF RECOMMENDATION:

Recommend Approval.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Council could reject the Parks, Arts and Recreation Commissions recommendation of naming the new park in the Legends 3 subdivision "John Lazar Park".

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF NAMING THE NEW
PARK IN THE LEGENDS 3 SUBDIVISION,
“JOHN LAZAR PARK” ON BEHALF OF
FORMER MAYOR JOHN LAZAR IN
RECOGNITION OF HIS CONTRIBUTIONS
TO THE TURLOCK COMMUNITY**

RESOLUTION NO. 2022-

WHEREAS, the City of Turlock recognizes people and groups/organizations who have made significant contributions to the Turlock community by naming City Buildings, Parks, or Facilities in their honor; and

WHEREAS, in October 2021, Mayor Amy Bublak submitted a Public Facilities and Parks Naming Nomination Form to the Parks, Arts, and Recreation Commission requesting the unnamed park in the Legends 3 subdivision be named “John Lazar Park”; and

WHEREAS, former Mayor John Lazar served two terms as the Mayor of the City of Turlock, 2006 – 2010 and was re-elected to serve 2010- 2014; and

WHEREAS, the City Council has established a process by Resolution 2008-154 to allow for the naming of City facilities after certain individuals who have made substantial contributions to the City; and

WHEREAS, Mayor John Lazar is well known for his many contributions toward the betterment of the City of Turlock.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve naming the new park in the Legends 3 subdivision, “John Lazar Park” on behalf of former Mayor John Lazar in recognition of his contributions to the Turlock community.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of February, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Kellie E. Weaver, Interim City Clerk,
City of Turlock, County of Stanislaus,
State of California



CITY OF TURLOCK PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT

Public Facilities and Parks
Naming Nomination Form

Please return to:
Park, Recreation & Public Facilities Department
City of Turlock
144 S. Broadway, Turlock CA 95380
Telephone: 668-5594 Fax: 668-5619

The City of Turlock recognizes people and groups/organizations who have made significant contributions to the Turlock community by naming or possibly renaming City Buildings, Parks, or Facilities in their honor. The naming of these City owned facilities benefits the residents of the city by creating a stronger sense of community; a sense of identity and place; a connection between present and past, and enhancing a sense of history in the community by creating community role models; and communicating a sense of what the community values.

This form is provided so that individuals making a nomination can provide background information on the nomination, for use by the Parks, Arts & Recreation Commission and City Council in the decision-making process. The information provided will play a vital role in making a determination. Each nomination will first be presented to the Parks, Arts & Recreation Commission who will then make their recommendation to the City Council. Use additional sheets of paper if necessary. Thank you for your participation in this important process.

Date: 10-18-21

<input checked="" type="checkbox"/> Naming of Park	<input type="checkbox"/> Naming of Facility
----------------------------------------------------	---------------------------------------------

Recommended Name: <u>JOHN LAZAR PARK</u>
Current Name or Use: <u>N/A - LEGENDS 3 - NEW PARK</u>
Address or Location: <u>3700 COLORADO AVE, TURLOCK, CA 95382</u>

Nominator

Name: <u>MAYOR AMY BUBLAK</u>	Relationship to Nominee: <u>FORMER CITY COUNCIL COLLEAGUE</u>
Address: <u>C/O 156 S. BROADWAY, TURLOCK, CA 95380</u>	<u>abublak@turlock.ca.us</u>
Phone: <u>(209) 346-9344</u>	Fax: <u>—</u> Email: <u>↑</u>

Additional Support for Nomination At Least 3 Individuals:
(Attach Letters of Support)

Name and Address: <u>JEANI FERRARI, 1123 SIERRA DR, TURLOCK CA 95380</u>	Phone: <u>(209) 648-1300</u>
Name and Address: <u>MIKE LYNCH, 801 10TH ST, 5TH FLOOR, STE 102, MODESTO CA 95354</u>	Phone: <u>(209) 526-2131</u>
Name and Address: <u>SAM DAVID, AACOT, 2618 N. GOLDEN STATE BR, TURLOCK CA 95382</u>	Phone: <u>(209) 668-4668</u>
Name and Address:	Phone:

NOMINEE

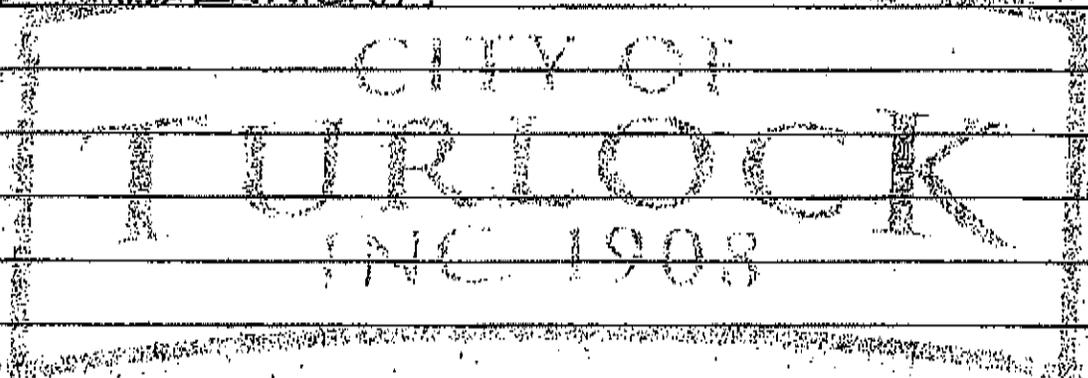
<input checked="" type="checkbox"/> Individual	<input type="checkbox"/> Group	<input type="checkbox"/> Organization/Club
------------------------------------------------	--------------------------------	--------------------------------------------

Name: JOHN LAZAR	Phone: (209) 581-2240
Address: 1129 SIERRA DR., TURLOCK CA 95380	Fax:
Email:	Total Years of Residency: 50+ LIFELONG RESIDENT
	Date of Death (If applicable): N/A

Contact Name: KELLIE WEAVER	Phone/Fax: (209) 668-5362 (209) 277-6321
Address: c/o 156 S. BROADWAY TURLOCK CA 95380	Email: kweaver@turlock.ca.us
<input type="checkbox"/> Check if same as Nominator Information	

Please describe the time the nominee spent in community service, contributions to the city, field of work and his/her or organization's accomplishments.

SEE ATTACHMENT



For Office Use Only	City Staff Recommendation	<input type="checkbox"/> Approve	<input type="checkbox"/> Decline
	Parks, Arts & Recreation Commission Recommendation	<input type="checkbox"/> Approve	<input type="checkbox"/> Decline
	Date of Meeting:		
	City Council Action Date:	<input type="checkbox"/> Approve	<input type="checkbox"/> Decline

John Lazar, elected Mayor of Turlock in 2006 for the term 2006–2010, and then again in 2010 for the term 2010-2014, served on the Turlock City Council from 1992-2006. He held the position of Vice Mayor in 2000, 2005, and 2006.

Lazar also served as a City representative to the Stanislaus County Local Agency Formation Commission from 2000-2006 and was the agency's chairman in 2003.

He was appointed by the Turlock City Council to serve on the Stanislaus County Council of Governments from 1999-2000.

In 2000, former California Governor Gary Davis appointed Lazar as local government representative to the California State Mandates Commission. His term ended in 2005.

Lazar is employed as a real estate broker for Coldwell Banker Endlsey and Associates of Turlock.

He has worked as a legislative assistant in Sacramento to former State Assembly Members Gary Condit and Jack O'Connell. He also was employed by former Congressman Tony Coelho from 1979-1982.

Born and raised in Turlock, Lazar attended Keyes Elementary School, Brown Junior High School, and Turlock High School. He served in the U.S. House of Representatives as a Congressional Page in 1976 for the late B.F. Sisk.

Lazar graduated from California State University, Stanislaus in 1981. He resides in Turlock with his wife, Nellie, and their three sons.

When John Lazar ended his last term at the City of Turlock, he received a well-deserved retirement trophy which very simply but perfectly characterized his service to our community.

MAYOR JOHN S. LAZAR
CITY OF TURLOCK
2006-2014

**Dedicated Leader, Gracious Peacemaker,
Champion for Turlock**

0000000000

jeani ferrari

4 August 2021

City of Turlock
Parks, Arts and Recreation Commission
144 S. Broadway
Turlock, CA 95380

Dear commissioners:

I hope the commission will consider former Mayor and City Councilman, John Lazar, when naming the new city park at Legends 3; it would be a well deserved honor. I'm writing this letter to offer my support and endorsement for the naming.

Mayor Lazar was an excellent city servant, fulfilling his duties as a civilian-elected official for the City of Turlock. John Lazar continues to be involved with and serve the City of Turlock as well as the wider community. He continues to be a servant in the broadest sense of the term.

As a former Mayor, Councilperson and representative of our city, John Lazar was recognized as a person who was fair minded and positive: he understood the art of compromise while working to achieve goals important to the citizens of Turlock. John was respected by those in local, state and federal government, a true politician in the purest meaning of the word.

I congratulate the City of Turlock for its tradition of honoring former mayors; I can't think of a better recognition or a person more deserving than John Lazar. How perfect it is for John to be honored at a community park where users with divergent backgrounds and philosophies come together to enjoy the best that Turlock has to offer – this is especially meaningful for John Lazar to be honored at this venue!

With gratitude,


Jeani Ferrari

1123 sierra drive turlock ca 95380/home
po box 76 hallen ca 95303/mail



MIKE LYNCH

July 28th 2021

City of Turlock
Parks, Arts, and Recreation Commission
144 S. Broadway
Turlock, 95380

Dear Commissioners

There is often a great deal of controversy today in honoring persons by placing their names to public places and buildings. This particular period in our civic life is rife with personal no holds barred partisan fights and an increasing virulent "my way or the highway" attitude. It doesn't have to be that way in Turlock.

Our city will soon christen the new city park Legends 3 (Christopherson and Hartwick between Berkeley and Colorado). I believe it is most appropriate to name this park after our former Mayor and City Councilman John Lazar.

John has worked on behalf of Turlock and our communities throughout his professional and political career.

As Turlock Mayor and Councilman John quickly became known to constituents as a person they could count on. He heard and acted on their concerns. While acting in that same capacity, and with the same tenacity, John fought for the interests of Turlock in dealing with our county, state and federal officials.

I first met John in 1982, when I came to area to work for the assembly election of then county Supervisor Gary Condit. Since that time, I have worked with John in his capacity as a congressional and state legislative employee and as an official representative of the city of Turlock. I have seen John in action and know first-hand of his commitment to our area and the people who live here.

John Lazar is one of those rare people who can maintain the respect and even affection of people on opposite sides of issues. He is smart, committed, professional and personable. That is why he was successful in his elected office career.

John always keeps his word, both in spirit and practice.

The new eastside park in Turlock will be a treasure for our city. It needs a name that instantly conveys respect and friendship.

I respectfully suggest that "John Lazar Park" is the perfect name.

Sincerely

A handwritten signature in black ink, appearing to read "Mike Lynch". The signature is written in a cursive, slightly slanted style.

Mike Lynch

September 13, 2021

Amy Bublak
Mayor
City of Turlock
156 S Broadway
Turlock, CA 95380

Dear Mayor Bublak:

I am pleased to recommend naming the North Legacy Park in Turlock after former Mayor John S. Lazar.

Former Mayor Lazar dedicated over twenty-two years of his life to the City of Turlock serving as Mayor and Council member. Under his watch, the downtown was reborn, the budget stayed balanced, and he was credited with building a new Public Safety building during his time as Mayor.

Mayor Lazar also was part of the Council that built the Turlock Industrial Park that has attracted Blue Diamond, US Cold Storage and most recently an Amazon full file that center.

He was the first Assyrian elected Mayor a source of pride for our large Turlock Assyrian population.

In addition to my request to name the park after Mayor Lazar, I also ask that a park bench be named after the late Bob Endsley. John worked side by side with Bob as leaders in the Turlock Real Estate industry. He also was Bob's partner in the numerous philanthropic initiatives Bob performed to make Turlock a better City.

Thank you for considering my request. Please contact should you need any additional on John.

Sincerely,



Sam David
Finance Chairperson, AACCOT