

# City Council Meeting Agenda

September 13, 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

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

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

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

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

**NOTICE:** Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item. Members of the public will be allowed 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](http://www.cityofturlock.org) and in the City Clerk's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Council after distribution of the Agenda Packet are also available for public inspection in the City Clerk's Office. Such documents may be available on the City's website subject to staff's ability to post the documents before the meeting.

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

### **1. APPROVAL OF AGENDA AS POSTED OR AMENDED**

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

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

### **3. PUBLIC PARTICIPATION**

Pursuant to California Government Code Section 54954.3(a), this is the time set aside for members of the public to directly address the City Council on any item of interest to the public that is within the subject matter jurisdiction of the City Council and to address the Council on any item on tonight's agenda, including Consent Calendar items. You will be allowed 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.

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

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**5. CONSENT CALENDAR**

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

- A. Resolution: Accepting Weekly Demands of 08/18/2022 in the amount of \$352,167.04 and 8/25/2022 in the amount of \$609,072.25
  
- B. Motion: Accepting Minutes of the Regular Meetings of 08/09/2022
  
- C. 1) Resolution: Approving Contract Change Order No. 1 (Final) in the amount of \$89,127.77 (Fund 215) with Rolfe Construction, Atwater, California, for City Project No. 16-60 "Linwood Ave. Active Transportation Program (ATP) Improvements" bringing the contract total to \$815,528.77  
  
2) Motion: Accepting improvements for City Project No. 16-60 "Linwood Ave ATP Improvements" and authorizing the City Engineer to file a Notice of Completion
  
- D. Resolution: Awarding bid and approving an Agreement between the City of Turlock and D.A. Wood Construction Inc., of Oakdale, California, in the amount of \$2,088,783.00 for construction of City Project Nos. 22-001 and 22-017 "Wayside Drive Reconstruction and sewer Replacement Project" to be funded by Fund 115 "Measure A – Roads" and Fund 410 "Water Quality Control"
  
- E. Resolution: Awarding RFB No. 22-017 and approving an Agreement with Central Valley Concrete, Inc. for the supply of aggregate, asphaltic concrete, and related materials at various City locations for a period of one (1) year, with an option to extend the Agreement for three (3) additional one-year terms, in an annual amount not to exceed \$60,000, for a total not-to-exceed amount of \$240,000, over the 4-year term of the Agreement, if all renewal periods are exercised
  
- F. Resolution: Approving an increase to the salary range for Information Technology (IT) Manager from range 34.4 to range 35.8 by approving an amendment to the Salary Schedule of the existing Management Memorandum of Understanding (MOU) adopted by Resolution No. 2021-229 dated November 9, 2021, to include all approved Management salary ranges
  
- G. Resolution: Approving revision of the job descriptions for Utilities Maintenance Worker, Senior and Utilities Assistant Supervisor

**6. FINAL READINGS**

None.

**7. PUBLIC HEARINGS**

- A. Ordering the improvements and formation of the Fifth Street Community (Development Project No. 21-006) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, and confirming the diagram and benefit assessments as set forth in the Annual Report of the Engineer of Work and the levying and collection of assessments set forth therein for Fiscal Year 2022-2023 for the Fifth Street Community (Development Project No. 21-006) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, pursuant to Resolution No. 97-128. (*Madden*)

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**Recommended Action:** Resolution: Ordering the improvements and formation of the Fifth Street Community (Development Project No. 21-006) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, and confirming the diagram and benefit assessments as set forth in the Annual Report of the Engineer of Work and the levying and collection of assessments set forth therein for Fiscal Year 2022-2023 for the Fifth Street Community (Development Project No. 21-006) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, pursuant to Resolution No. 97-128.

- B. Request to introduce an Ordinance for first reading amending the Turlock Municipal Code (TMC) Section 4-3-411, Dangerous Fireworks Prohibited: Penalties, adding new language pertaining to illegal fireworks and a proposed fee schedule of \$1,000.00, \$1,500.00 and \$2,000.00 for the use, display or sale of illegal fireworks for the first, second, third and subsequent offenses within one (1) year of the offense. (*Bickle*)

**Recommended Action:** Ordinance: Introduce an Ordinance for first reading amending the Turlock Municipal Code (TMC) Section 4-3-411, Dangerous Fireworks Prohibited: Penalties, adding new language pertaining to illegal fireworks and a proposed fee schedule of \$1,000.00, \$1,500.00 and \$2,000.00 for the use, display or sale of illegal fireworks for the first, second, third and subsequent offenses within one (1) year of the offense.

- C. Request to introduce an Ordinance for first reading amending the Turlock Municipal Code (TMC) to add Title 3, Chapter 1, Article 13 to address the regulations and operation of pedicabs for hire within the City of Turlock (*Quintero*)

**Recommended Action:** Ordinance: Introduce an Ordinance for first reading amending the Turlock Municipal Code (TMC) to add Title 3, Chapter 1, Article 13 to address the regulations and operation of pedicabs for hire within the City of Turlock.

- D. Approving the Fiscal Year 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG), CDBG-CARES and HOME Investment Partnership Program (HOME), and authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorizing the City Manager or designee to execute related necessary documents. (*Ramos*)

**Recommended Action:** Resolution: Approving the Fiscal Year 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG), CDBG-CARES and HOME Investment Partnership Program (HOME), and authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorizing the City Manager or designee to execute related necessary documents.

## 8. ACTION ITEMS

- A. Appropriating \$30,000 to account number 117-10-190-161.47007 "Cannabis Diversion/Education Expenses" and \$50,000 to account number 117-10-190-161.49007 "Salary Charges From Other Departments" for part-time, overtime, and salary charges to be funded from Fund 117 unassigned reserves to provide drug abuse awareness and prevention programs. (*Packwood*)

**Recommended Action:** Resolution: Appropriating \$30,000 to account number 117-10-190-161.47007 "Cannabis Diversion/Education Expenses" and \$50,000 to account number 117-10-190-161.49007 "Salary Charges From Other Departments" for part-time, overtime, and

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salary charges to be funded from Fund 117 unassigned reserves to provide drug abuse awareness and prevention programs.

- B. Approving the purchase of forty (40) Automated External Defibrillators (AEDs) to be assigned to the City Police Department and Public Works Department and appropriate \$30,000 from Measure A unassigned reserves to account 118-10-115.44001\_000 "Supplies General. (Loehr)

**Recommended Action: Resolution:** Approving the purchase of forty (40) Automated External Defibrillators (AEDs) to be assigned to the City Police Department and Public Works Department and appropriate \$30,000 from Measure A unassigned reserves to account 118-10-115.44001\_000 "Supplies General.

- C. Authorizing staff to proceed with a change to the scope of work of City Project No. 21-018 "Lander Avenue Rehabilitation between D St. and SR-99" to add an opening to the proposed concrete median on Lander Avenue to allow for a left turn movement from northbound Lander Avenue onto Montana Avenue. (Fremming)

**Recommended Action: Resolution:** Authorizing staff to proceed with a change to the scope of work of City Project No. 21-018 "Lander Avenue Rehabilitation between D St. and SR-99" to add an opening to the proposed concrete median on Lander Avenue to allow for a left turn movement from northbound Lander Avenue onto Montana Avenue.

- D. Approving modifications to the job description, including job title, change from Homeless Program Coordinator to Coordinator for Unsheltered/Homeless Programs and change from a part-time to a full-time position. (Dhami)

**Recommended Action: Resolution:** Approving modifications to the job description, including job title, change from Homeless Program Coordinator to Coordinator for Unsheltered/Homeless Programs and change from a part-time to a full-time position.

## **9. CITY MANAGER REPORTS/UPDATES**

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

- A. Upcoming presentations (Wilson)
- B. Update on resurfacing of city parks – pickle ball (Schulze)
- C. Social media update (Sims)
- D. Water/Sewer/Storm Water Master Plan update (Goodman)
- E. Animal Control update (Hedden)

## **10. COUNCIL ITEMS FOR FUTURE CONSIDERATION**

## **11. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS**

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

## **12. CLOSED SESSION**

- A. Conference with Labor Negotiators - California Government Code §54957.6(a)  
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the

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*form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation.”*

*Agency Designated Representative: Deputy City Manager Sarah Eddy*

*Employee Organization: Turlock Management Association – Public Safety*

*Employee Organization: Turlock Firefighters Association – Local 2434*

**13. REPORTS FROM CLOSED SESSION**

**14. ADJOURNMENT**

# Payment Register

From Payment Date: 8/12/2022 - To Payment Date: 8/18/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
135015	08/18/2022	Open			Accounts Payable	Air Marketing Group, LLC	\$4,343.91		
	Invoice		Date	Description		Amount			
	22-22466		07/21/2022	COOL SPACE 500 PORTABLE EVAPORATIVE COOLER		\$4,343.91			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,343.91			
135016	08/18/2022	Open			Accounts Payable	AMERICAN MESSAGING	\$24.19		
	Invoice		Date	Description		Amount			
	R11061851WH		08/01/2022	Acct #R1-061851 - Police Department 8/1/22-8/31/22		\$11.48			
	R1061876WH		08/01/2022	Acct #R1-061876 - Fire Department 8/1/22-8/31/22		\$12.71			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$24.19			
135017	08/18/2022	Open			Accounts Payable	Aramark Uniform Services	\$4,110.12		
	Invoice		Date	Description		Amount			
	7/31/22		07/31/2022	UNIFORM RENTAL & LAUNDRY SERVICES - JULY 2022		\$2,792.06			
	AUG2021		08/31/2021	UNIFORM RENTAL & LAUNDRY SERVICES - AUG 2021 WQC WASTE MAINT		\$379.04			
	SEPT2021		09/30/2021	UNIFORM RENTAL & LAUNDRY SERVICES - SEPT 2021 WQC WASTE MAINT		\$379.04			
	OCT2021		10/31/2021	UNIFORM RENTAL & LAUNDRY SERVICES - OCT 2021 WQC WASTE MAINT		\$373.32			
	NOV2021		11/30/2021	UNIFORM RENTAL & LAUNDRY SERVICES - NOV 2021 WQC WASTE MAINT		\$186.66			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$870.28			
	205 - Sports Facilities			205.11000 (Cash)		\$88.14			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$144.75			
	246 - Landscape Assessment			246.11000 (Cash)		\$149.24			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,350.97			
	420 - WATER			420.11000 (Cash)		\$177.49			
	426 - Transit			426.11000 (Cash)		\$97.28			
	505 - Fleet			505.11000 (Cash)		\$231.97			
135018	08/18/2022	Open			Accounts Payable	ASSOC RIGHT OF WAY SERV	\$538.75		
	Invoice		Date	Description		Amount			
	000000020322		06/03/2022	SR02, 14-44 Intersect Improve @ W Main St & Tegner Rd - May 2022		\$538.75			
	Paying Fund			Cash Account		Amount			
	215 - Streets - Grant Funded Projects			215.11000 (Cash)		\$538.75			
135019	08/18/2022	Open			Accounts Payable	AT&T/SBC	\$33.97		
	Invoice		Date	Description		Amount			
	PD 8/7/22		08/07/2022	Acct# 234 371-3447 543 0/ Police Dept		\$33.97			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$33.97			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
135020	08/18/2022	Open			Accounts Payable	BARTKIEWICZ KRONICK & SHANAHAN	\$2,100.00		
	Invoice		Date	Description		Amount			
	7/31/2022		07/31/2022	SRWA - Legal Services for 2022-23 for July 2022		\$2,100.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA			950.11000 (Cash)		\$2,100.00			
135021	08/18/2022	Open			Accounts Payable	BERLA CORPORATION	\$2,800.00		
	Invoice		Date	Description		Amount			
	22-J04-0513		07/20/2022	DONGLE ID: 1327960139 RENEWAL 7/1/22-7/1/23		\$2,800.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,800.00			
135022	08/18/2022	Open			Accounts Payable	CARNEGIE ARTS CENTER FOUNDATION	\$8.00		
	Invoice		Date	Description		Amount			
	8/1/21-7/31/22		07/31/2022	Interest on Performance Security 8/1/21-7/31/22		\$8.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$8.00			
135023	08/18/2022	Open			Accounts Payable	CAROLLO ENGINEERS	\$93,429.09		
	Invoice		Date	Description		Amount			
	FB25130		06/30/2022	21-036 CIP Update to Storm & Sewer Master Plans- 6/1/22-6/30/22		\$2,081.00			
	FB25078		06/30/2022	18-69 Surface Water Distribution System Improv-thru 6/30/22		\$91,348.09			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,081.00			
	420 - WATER			420.11000 (Cash)		\$91,348.09			
135024	08/18/2022	Open			Accounts Payable	CITY SIGNS INC	\$158.28		
	Invoice		Date	Description		Amount			
	51112		08/12/2022	Remaining balance for Vinyl Decal on Turlock Transit Vehicles		\$158.28			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$158.28			
135025	08/18/2022	Open			Accounts Payable	CONDOR EARTH TECH INC	\$4,702.85		
	Invoice		Date	Description		Amount			
	86999		04/30/2022	PROFESSIONAL SERVICES 3/24/22 - 4/23/22		\$1,831.75			
	87213		05/31/2022	PROFESSIONAL SERVICES FROM 4/24/22 - 5/23/22		\$2,871.10			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,702.85			
135026	08/18/2022	Open			Accounts Payable	CRESCENT SURPLUS INC	\$51.78		
	Invoice		Date	Description		Amount			
	X29939		07/21/2022	CODE ENFORCEMENT SHIRT - EVERETT		\$51.78			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$51.78			
135027	08/18/2022	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$18,118.08		
	Invoice		Date	Description		Amount			
	65978(1)		06/30/2022	Unarmed Security Services for Transit Center 6/27/22-6/30/22		\$1,866.24			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	65978(2)		07/09/2022		Unarmed Security Services for Transit Center 7/1/22-7/3/22		\$1,399.68		
	66007		07/15/2022		Unarmed Security Services for Transit Center 7/4/22-7/10/22 Fair		\$3,965.76		
	66031		07/20/2022		Unarmed Security Services for Transit Center 7/11/22-7/17/22 Fair		\$4,354.56		
	66054		07/27/2022		Unarmed Security Services for Transit Center 7/18/22-7/24/22		\$3,265.92		
	66119		08/20/2022		Unarmed Security Services for Transit Center 7/25/22-7/31/22		\$3,265.92		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	426 - Transit				426.11000 (Cash)		\$18,118.08		
135028	08/18/2022	Open			Accounts Payable	CULLIGAN INC	\$74.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	Transit-7/31/22		08/03/2022		Water Softener Exchange Service for Transit 8/1/22-8/31/22		\$74.50		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	426 - Transit				426.11000 (Cash)		\$74.50		
135029	08/18/2022	Open			Accounts Payable	DELL MARKETING LP	\$1,101.37		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	10601755060		07/23/2022		24" Dell Monitor		\$215.39		
	10603991974		08/01/2022		Dell 24 inch Monitor for Fleet		\$215.39		
	10603991982		08/01/2022		24" Monitor for Admin		\$215.39		
	10605508489		08/08/2022		PowerEdge Server Upgrades and Extensions 1yr 9/4/2022 - 9/3/2023		\$455.20		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$430.78		
	420 - WATER				420.11000 (Cash)		\$215.39		
	501 - Information Technology				501.11000 (Cash)		\$455.20		
135030	08/18/2022	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$594.74		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	S5584610.001		07/21/2022		Parts for streetlight repair Geer & Baylor		\$504.26		
	S5597431.001		07/21/2022		Black cable ties		\$21.66		
	S5622244.001		07/21/2022		Electrical coating		\$68.82		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	216 - Streets - Local Transportation				216.11000 (Cash)		\$68.82		
	246 - Landscape Assessment				246.11000 (Cash)		\$504.26		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$21.66		
135031	08/18/2022	Open			Accounts Payable	ELECSYS INTERNATIONAL, LLC dba Lindsay	\$60.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	SIP-E160097		07/21/2022		NEW UNITS JULY 2022 SAT DATA SERVICES		\$30.00		
	SIP-E158492		06/21/2022		JUNE 2022 SAT DATA SERVICES		\$30.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	416 - Recycled Water Sales				416.11000 (Cash)		\$60.00		
135032	08/18/2022	Open			Accounts Payable	ENTERPRISE HOLDINGS LLC	\$1,067.61		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	30517554		07/31/2022		POLICE SIU RENTAL JULY 2022		\$753.41		



# Payment Register

From Payment Date: 8/12/2022 - To Payment Date: 8/18/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	30517554-TR 4667		07/31/2022		RENTAL CAR FOR TRAVEL IN SAN DIEGO 7/24/22-7/29/22 TR 4667		\$314.20		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$753.41		
	206 - Traffic Safety				206.11000 (Cash)		\$314.20		
135033	08/18/2022	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC	\$500.50		
	Invoice		Date		Description		Amount		
	27699		07/31/2022		CAR WASH SERVICES - JUL 2022		\$521.50		
	27697		06/30/2022		CAR WASH SERVICES - JUN 2022 CREDIT MEMO		(\$21.00)		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$395.50		
	255 - CDBG				255.11000 (Cash)		\$7.00		
	405 - Building				405.11000 (Cash)		\$14.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$59.50		
	420 - WATER				420.11000 (Cash)		\$14.00		
	426 - Transit				426.11000 (Cash)		\$7.00		
	502 - Engineering				502.11000 (Cash)		\$3.50		
135034	08/18/2022	Open			Accounts Payable	FASTENAL COMPANY INC	\$454.29		
	Invoice		Date		Description		Amount		
	CATUR182254		07/13/2022		Adaptor, T-Handle Set		\$252.93		
	CATUR182357		07/19/2022		Drill Set		\$162.14		
	CATUR182593		08/01/2022		Grease gun		\$39.22		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$39.22		
	420 - WATER				420.11000 (Cash)		\$415.07		
135035	08/18/2022	Open			Accounts Payable	FEDERAL EXPRESS	\$467.02		
	Invoice		Date		Description		Amount		
	7-849-92549		08/12/2022		SHIPPING FOR 8/12/22		\$467.02		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$102.49		
	205 - Sports Facilities				205.11000 (Cash)		\$11.97		
	420 - WATER				420.11000 (Cash)		\$352.56		
135036	08/18/2022	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$3,681.64		
	Invoice		Date		Description		Amount		
	I2G1206		07/12/2022		WASTEWATE MONTHLY		\$874.36		
	I2H0202		08/02/2022		MONTHLY WASTEWATER SAMPLES		\$168.94		
	I2H0108		08/01/2022		MONTHLY LAB DILUTION WATER		\$38.15		
	I2H0205		08/02/2022		1,2,3 TCP WELL SAMPLING		\$1,136.61		
	I2H0211		08/02/2022		1,2,3 TCP WELL SAMPLING		\$1,463.58		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,043.30		
	420 - WATER				420.11000 (Cash)		\$2,638.34		
135037	08/18/2022	Open			Accounts Payable	GRAINGER INC, W W	\$1,469.33		
	Invoice		Date		Description		Amount		
	9398077058		08/02/2022		Flyswatter, safety glasses		\$208.54		
	9404048192		08/08/2022		Floor sign, safety cone		\$119.85		
	9399448233		08/03/2022		Wastebasket, Penetrant, Floor Squeegee and handle		\$264.87		

# Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	9402592738		08/05/2022		Reciprocating saw blades		\$416.12		
	9401102703		08/04/2022		Cordless Drill		\$146.09		
	9395932545		08/01/2022		Standard Square Axial Fan for Well sites.		\$194.36		
	9398077066		08/03/2022		Band saw blade		\$119.50		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,274.97		
	420 - WATER				420.11000 (Cash)		\$194.36		
135038	08/18/2022	Open			Accounts Payable	Granberg & Associates		\$18,922.50	
	Invoice			Date	Description		Amount		
	51		07/31/2022		SRWA Contract General Manger for 2022-23 for July 2022		\$18,922.50		
	Paying Fund				Cash Account		Amount		
	950 - SRWA				950.11000 (Cash)		\$18,922.50		
135039	08/18/2022	Open			Accounts Payable	HCI SYSTEMS INC		\$350.00	
	Invoice			Date	Description		Amount		
	I0017396		06/30/2022		PSF - SEMI-ANNUAL SUPPRESSION INSPECTION -		\$350.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$350.00		
135040	08/18/2022	Open			Accounts Payable	HD SUPPLY FACILITIES MAINTENANCE LTD, DBA USABLUBOOK		\$2,154.10	
	Invoice			Date	Description		Amount		
	056249		07/26/2022		COD VIALS HR 20-1500 MG/L		\$2,154.10		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,154.10		
135041	08/18/2022	Open			Accounts Payable	HILMAR LUMBER INC		\$319.98	
	Invoice			Date	Description		Amount		
	556697		07/27/2022		Parts for Donnelly Park Aerators		\$218.87		
	556698		07/27/2022		LED flashlight		\$48.37		
	558112		08/04/2022		10 mil pipe wrap tape		\$23.68		
	558212		08/04/2022		Supplies for Municipal Services		\$29.06		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$319.98		
135042	08/18/2022	Open			Accounts Payable	HORIZON WATER & ENVIR LLC		\$5,013.00	
	Invoice			Date	Description		Amount		
	CINV-122289		06/30/2022		SRWA - Phase III Environmental Work for 2021-22 for Jun 2022		\$655.00		
	CINV-122289-1		07/31/2022		SRWA - Phase III Environmental Work for 2022-23 for Jul 2022		\$4,358.00		
	Paying Fund				Cash Account		Amount		
	950 - SRWA				950.11000 (Cash)		\$5,013.00		
135043	08/18/2022	Open			Accounts Payable	INDEPENDENT ELECTRIC INC		\$1,174.18	
	Invoice			Date	Description		Amount		
	S105664859.001		07/12/2022		Str plug		\$24.90		
	S105679436.001		07/25/2022		Repair sleeve, repair coupling		\$72.66		
	S105668644.001		07/14/2022		#9 Box, electric concrete lid		\$220.03		
	S105642425.001		07/21/2022		Donnelly Park aerators wire		\$664.79		
	S105680750.001		07/27/2022		Parts for Acid Phase building		\$122.04		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	S105687158.001		07/29/2022		BUILDING MAINTENANCE JANITORIAL SERVICES		\$54.77		
	S105666020.001		07/13/2022		2" repair sleeve		\$14.99		
	Paying Fund				Cash Account		Amount		
	216 - Streets - Local Transportation				216.11000 (Cash)		\$220.03		
	246 - Landscape Assessment				246.11000 (Cash)		\$72.66		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$881.49		
135044	08/18/2022	Open			Accounts Payable	J A MOMANEY SERVICES INC		\$1,346.95	
	Invoice		Date		Description		Amount		
	159539		07/25/2022		Hadco globes		\$1,346.95		
	Paying Fund				Cash Account		Amount		
	246 - Landscape Assessment				246.11000 (Cash)		\$1,346.95		
135045	08/18/2022	Open			Accounts Payable	JCS PROPERTIES LLC		\$1,528.44	
	Invoice		Date		Description		Amount		
	Sept 2022		08/16/2022		MOBILE HOME RENT SUBSIDY PROGRAM - SEPTEMBER 2022 SUBSIDY		\$1,528.44		
	Paying Fund				Cash Account		Amount		
	625 - Successor Agency - LMI				625.11000 (Cash)		\$1,528.44		
135046	08/18/2022	Open			Accounts Payable	KLEINFELDER INC		\$696.20	
	Invoice		Date		Description		Amount		
	001383619		06/27/2022		SR02, 17-58 SRTS Pedestrian Improvments-5/23/22 to 6/19/22		\$696.20		
	Paying Fund				Cash Account		Amount		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$696.20		
135047	08/18/2022	Open			Accounts Payable	LANGUAGE LINE SERVICES		\$19.21	
	Invoice		Date		Description		Amount		
	10590434		07/31/2022		Acct #9020101104 - Translation services for Police Department		\$19.21		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$19.21		
135048	08/18/2022	Open			Accounts Payable	MAGIC SANDS MOBILE HOME PARK		\$507.06	
	Invoice		Date		Description		Amount		
	Sept 2022		08/15/2022		MOBILE HOME RENT SUBSIDY PROGRAM - SEPTEMBER 2022		\$507.06		
	Paying Fund				Cash Account		Amount		
	625 - Successor Agency - LMI				625.11000 (Cash)		\$507.06		
135049	08/18/2022	Open			Accounts Payable	MEDWASTE MANAGEMENT, LLC.		\$214.96	
	Invoice		Date		Description		Amount		
	18393		07/31/2022		QUARTERLY SERVICE		\$214.96		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$214.96		
135050	08/18/2022	Open			Accounts Payable	NBS GOVERNMENT FINANCE GROUP		\$260.00	
	Invoice		Date		Description		Amount		
	202206-0899		06/17/2022		PROFESSIONAL SERVICES THROUGH MAY 31 2022		\$260.00		
	Paying Fund				Cash Account		Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$260.00		
135051	08/18/2022	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$1,524.78		
	Invoice		Date	Description			Amount		
	02H0033242330		08/09/2022	FLEET 7/7/22 - 8/6/22			\$166.11		
	02H0033242363		08/09/2022	UTILITIES 7/7/22 - 8/6/22			\$330.82		
	02G0033242397		08/02/2022	ELECTRICAL MAINTENANCE 7/1/22 - 7/31/22			\$176.44		
	02H0033258518		08/09/2022	WATER RESOURCE BUILDING 7/7/22 - 8/6/22			\$120.59		
	02H0033242389		08/09/2022	WASTE MGM WATER TREATMENT 7/7/22 - 8/6/22			\$434.70		
	02H0033309543		08/09/2022	FACILITY MAINTENANCE 7/7/22 - 8/6/22			\$296.12		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$148.06		
	246 - Landscape Assessment			246.11000 (Cash)			\$148.06		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$531.27		
	420 - WATER			420.11000 (Cash)			\$531.28		
	505 - Fleet			505.11000 (Cash)			\$166.11		
135052	08/18/2022	Open			Accounts Payable	P G & E	\$19,822.17		
	Invoice		Date	Description			Amount		
	CITY HALL 8/9/22		08/09/2022	3254375586-5 / 156 S Broadway			\$75.58		
	FIRE #1 8/9/22		08/09/2022	3159594551-5 / 540 Marshall St			\$157.39		
	SENIOR 8/9/22		08/09/2022	2890831960-2 / 1191 Cahill St			\$81.24		
	FIRE#2 8/10/22		08/10/2022	6182877164-4 / 791 S Walnut Rd			\$38.40		
	AC 8/10/22		08/10/2022	6266210492-6 / 801 S Walnut Rd			\$16.67		
	WLNLT #E 8/10/22		08/10/2022	6141210500-1 / 701 S Walnut Rd E			\$8.65		
	WQC 8/10/22		08/10/2022	6307877156-3 / 901 S Walnut Rd			\$4,178.08		
	WQC8/10/22		08/10/2022	6349543820-0 / 901 S Walnut Rd			\$97.66		
	701 WLNT 8/12/22		08/12/2022	6224543828-8 / 701 S Walnut Rd			\$53.31		
	CNG 8/12/22		08/12/2022	8466606707-3 / 901 S Walnut Rd CNG			\$4,411.78		
	WLNT #A 8/12/22		08/12/2022	3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station			\$8,256.72		
	PSF 8/12/22		08/12/2022	8391988340-1 / 244 N Broadway-PSF			\$2,415.95		
	TRANSIT#2 8/12/22		08/12/2022	9448303839-7 / 1418 N Golden State Blvd Ste 2			\$15.11		
	TRANSIT1 8/12/22		08/12/2022	0913752739-7 / 1418 N Golden State Blvd Ste 1			\$15.63		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,785.23		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$8.65		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,275.74		
	426 - Transit			426.11000 (Cash)			\$8,287.46		
	505 - Fleet			505.11000 (Cash)			\$4,465.09		
135053	08/18/2022	Open			Accounts Payable	Platt Electric Supply	\$4,049.36		
	Invoice		Date	Description			Amount		
	2X50857		06/24/2022	Well chlorination project			\$60.69		
	2X07888		06/23/2022	PRS station moved to Well #24			\$1,050.32		
	3A98355		07/15/2022	Parts for 2" conduit repair			\$169.02		
	3B06658		07/14/2022	New wire to replace damaged wire.			\$1,007.15		
	3B09922		07/15/2022	New wire to repair damaged wire			\$170.85		
	3C21637		07/28/2022	Fuses for streetlights			\$160.44		
	3C27170		07/29/2022	Streetlight fuses			\$561.54		
	3C78200		08/04/2022	Well chlorination project			\$442.99		
	3C84050		08/05/2022	Parts for Well chlorination project			\$164.60		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	3D18138		08/10/2022		Parts for Collection office		\$36.12		
	3D21017		08/10/2022		Parts for Fleet office		\$20.35		
	3D08658		08/09/2022		Torpedo Level		\$205.29		
	Paying Fund				Cash Account		Amount		
	246 - Landscape Assessment				246.11000 (Cash)		\$721.98		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,608.78		
	420 - WATER				420.11000 (Cash)		\$1,718.60		
135054	08/18/2022	Open			Accounts Payable	R & S ERECTION INC	\$745.25		
	Invoice		Date	Description		Amount			
	116814		07/29/2022	PSF CARNEGIE GATE NOT OPERATING PROPERLY		\$745.25			
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$745.25		
135055	08/18/2022	Open			Accounts Payable	SEEGERS PRINTING INC	\$76.04		
	Invoice		Date	Description		Amount			
	0139412-IN		07/29/2022	Business Cards - J.Tejada		\$76.04			
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$38.02		
	420 - WATER				420.11000 (Cash)		\$38.02		
135056	08/18/2022	Open			Accounts Payable	STANISLAUS BUSINESS ALLIANCE INC	\$50,000.00		
	Invoice		Date	Description		Amount			
	3091.2		07/01/2022	MOU for Opportunity Stanislaus 2022-2023		\$50,000.00			
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$50,000.00		
135057	08/18/2022	Open			Accounts Payable	STANISLAUS COUNCIL OF GOV	\$5,207.00		
	Invoice		Date	Description		Amount			
	FY22/23		07/01/2022	FY22/23 StanCOG Dues		\$5,207.00			
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$5,207.00		
135058	08/18/2022	Open			Accounts Payable	T I D	\$76.96		
	Invoice		Date	Description		Amount			
	08/09/2022		08/15/2022	Acct #0826525611 - Utilities 7/18/22-8/9/22		\$76.96			
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$76.96		
135059	08/18/2022	Open			Accounts Payable	THree 21 LLC dba Pacific Timesheet	\$3,780.00		
	Invoice		Date	Description		Amount			
	279625169		07/27/2022	Pacific Timesheet Annual Cloud Service 2022-2023		\$3,780.00			
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$648.00		
	502 - Engineering				502.11000 (Cash)		\$3,132.00		
135060	08/18/2022	Open			Accounts Payable	TID	\$18,900.00		
	Invoice		Date	Description		Amount			
	28621		06/29/2022	Gomes Lake Operations and Maintenance 7/1/22-6/30/23		\$18,900.00			
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$18,900.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
135061	08/18/2022	Open			Accounts Payable	TOTLCOM - VOICE & DATA SYSTEMS	\$18,175.00		
	Invoice		Date	Description		Amount			
	318206		07/26/2022	Mitel Annual Billing 9/29/2022 - 9/28/2023		\$18,175.00			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$18,175.00			
135062	08/18/2022	Open			Accounts Payable	UNDERGROUND SERVICE ALERT	\$3,441.04		
	Invoice		Date	Description		Amount			
	2022131228		07/20/2022	2022 Membership fee		\$3,441.04			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$3,441.04			
135063	08/18/2022	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC	\$40,103.05		
	Invoice		Date	Description		Amount			
	50445811		08/02/2022	SODIUM HYPOCHLORITE		\$7,895.86			
	50459694		08/08/2022	SODIUM HYPOCHLORITE		\$7,897.71			
	50459693		08/08/2022	SODIUM HYPOCHLORITE		\$8,405.50			
	50451752		08/02/2022	SODIUM BISULFITE		\$8,011.15			
	50467506		08/10/2022	SODIUM HYPOCHLORITE		\$7,892.83			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$40,103.05			
135064	08/18/2022	Open			Accounts Payable	V & V MFG INC	\$1,903.26		
	Invoice		Date	Description		Amount			
	55388		07/15/2022	BADGE ORDER		\$1,903.26			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,903.26			
135065	08/18/2022	Open			Accounts Payable	VERIZON WIRELESS	\$1,308.83		
	Invoice		Date	Description		Amount			
	9910330895		07/03/2022	972530635-00029 UTILITIES (06-04-07/03)		\$1,308.83			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$14.45			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)		\$11.98			
	205 - Sports Facilities			205.11000 (Cash)		\$1.28			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$2.55			
	246 - Landscape Assessment			246.11000 (Cash)		\$42.56			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$444.79			
	420 - WATER			420.11000 (Cash)		\$718.99			
	426 - Transit			426.11000 (Cash)		\$5.10			
	502 - Engineering			502.11000 (Cash)		\$6.37			
	505 - Fleet			505.11000 (Cash)		\$60.76			
135066	08/18/2022	Open			Accounts Payable	Viking Shred, LLC	\$100.00		
	Invoice		Date	Description		Amount			
	51119227		08/02/2022	CITY WIDE SHREDDING - AUG 2022		\$100.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$100.00			
135067	08/18/2022	Open			Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$6,000.00		
	Invoice		Date	Description		Amount			
	12-3251		07/01/2022	Project Management Software Tool for CP-07/01/22 to 6/30/23		\$6,000.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	502 - Engineering			502.11000 (Cash)			\$6,000.00		
135068	08/18/2022	Open			Accounts Payable	WEST PUBLISHING CORPORATION	\$276.50		
	Invoice			Date	Description		Amount		
	846612408		07/01/2022		Online/Software Subscription Charges for June 2022		\$276.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$276.50		
135069	08/18/2022	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	\$1,058.76		
	Invoice			Date	Description		Amount		
	Sept 2022		08/15/2022		MOBILE HOME RENT SUBSIDY PROGRAM - SEPTEMBER 2022		\$1,058.76		
	Paying Fund			Cash Account			Amount		
	625 - Successor Agency - LMI			625.11000 (Cash)			\$1,058.76		
135070	08/18/2022	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	\$353.75		
	Invoice			Date	Description		Amount		
	S2082117.003		07/11/2022		Radioline		\$353.75		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$353.75		
135071	08/18/2022	Open			Accounts Payable	ZALCO LABORATORIES INC	\$530.00		
	Invoice			Date	Description		Amount		
	2207394		08/05/2022		METHANE & ACID PHASE DIGESTER		\$530.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$530.00		
135072	08/18/2022	Open			Accounts Payable	DIRT DYNASTY, INC	\$1,938.69		
	Invoice			Date	Description		Amount		
	METER# 15649494		08/09/2022		HYDRANT USE PERMIT REFUND		\$1,938.69		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,471.00		
	420 - WATER			420.11000 (Cash)			(\$532.31)		
135073	08/18/2022	Open			Accounts Payable	MARTINEZ, FRANCISCO	\$400.00		
	Invoice			Date	Description		Amount		
	07/11/2022		08/15/2022		REIMBURSEMENT MARTINEZ CLASS 7/11-7/14/22 COMPANY OFFICER 2A		\$400.00		
	Paying Fund			Cash Account			Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	110 - General Fund			110.11000 (Cash)			\$400.00		

Type Check Totals:  
AP - Accounts Payable Totals

59 Transactions

\$352,167.04

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	\$352,167.04	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>59</b>	<b>\$352,167.04</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	\$352,167.04	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>59</b>	<b>\$352,167.04</b>	<b>\$0.00</b>

**Grand Totals:**

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	\$352,167.04	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>59</b>	<b>\$352,167.04</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	\$352,167.04	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>59</b>	<b>\$352,167.04</b>	<b>\$0.00</b>



# Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
135074	08/19/2022	Open			Accounts Payable	BUREAU VERITAS NO AMERICA	\$38,340.00		
	Invoice		Date	Description		Amount			
	RI 22014249		02/02/2022	CBO SERVICES NOV 2021		\$3,610.00			
	RI 22019577		03/09/2022	CBO SERVICES DEC 2021		\$4,730.00			
	RI 22019817		03/11/2022	CBO SERVICES JAN 2022		\$2,592.50			
	RI 22024713		03/29/2022	CBO SERVICES FEB 2022		\$3,605.00			
	RI 22027057		04/23/2022	CBO SERVICES MAR 2022		\$5,055.00			
	RI 22032110		05/17/2022	CBO SERVICES APRIL 2022		\$3,480.00			
	RI 22038424		06/21/2022	CBO SERVICES MAY 2022		\$4,230.00			
	RI 22043416		07/10/2022	CBO SERVICES JUNE 2022		\$11,037.50			
	Paying Fund			Cash Account		Amount			
	405 - Building			405.11000 (Cash)		\$38,340.00			
135075	08/24/2022	Open			Utility Management Refund	AHYOU, NATHANIEL	\$379.31		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		175218-010	MOVE-OUT CREDIT	08/24/2022	Refund			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$2.43			
	420 - WATER			420.11000 (Cash)		\$376.88			
135076	08/24/2022	Open			Utility Management Refund	BETTENCOURT, DIANA	\$126.74		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		485128-001	MOVE-OUT CREDIT	08/22/2022	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$126.74			
135077	08/24/2022	Open			Utility Management Refund	CASTILLO, ROBERT	\$196.31		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		739669-006	MOVE-OUT CREDIT	08/23/2022	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$196.31			
135078	08/24/2022	Open			Utility Management Refund	COLSA, HERASIN	\$66.25		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		195456-009	MOVE-OUT CREDIT	08/22/2022	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$66.25			
135079	08/24/2022	Open			Utility Management Refund	JIMENEZ, ROBERTO	\$239.79		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		192163-009	MOVE-OUT CREDIT	08/22/2022	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$239.79			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
135080	08/24/2022	Open			Utility Management Refund	NORCAL ROTOCO INC	\$90.51		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Commercial Metered		910902-003	MOVE-OUT CREDIT	08/22/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$90.51		
135081	08/24/2022	Open			Utility Management Refund	WARNER, WENDY	\$343.49		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		36951-002	MOVE-OUT CREDIT	08/24/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$3.10		
	119 - American Rescue Plan Act			119.11000 (Cash)			\$1.72		
	420 - WATER			420.11000 (Cash)			\$338.67		
135082	08/25/2022	Open			Accounts Payable	A-Z BUS SALES INC	\$582.14		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	02P495103		08/04/2022	TRA21-1070PP			\$582.14		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	426 - Transit			426.11000 (Cash)			\$582.14		
135083	08/25/2022	Open			Accounts Payable	AFLAC	\$3,430.82		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	286966		08/18/2022	INDIVIDUAL AUGUST 2022			\$3,430.82		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$3,430.82		
135084	08/25/2022	Open			Accounts Payable	AIR EXCHANGE, INC.	\$865.01		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	91607475		07/14/2022	VALVE FOR SDCH			\$865.01		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$865.01		
135085	08/25/2022	Open			Accounts Payable	American Sheet Metal Partition Co., Inc.	\$1,643.75		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	9595		08/11/2022	Two New Rows of Lockers For Transit Center Suite 2			\$1,643.75		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	426 - Transit			426.11000 (Cash)			\$1,643.75		
135086	08/25/2022	Open			Accounts Payable	ANGI ENERGY SYSTEMS, LLC	\$8,106.95		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	00026775_121		02/25/2022	Labor & Expenses for ANGI NG50 Slow Fill CNG Equip. Replacement			\$8,106.95		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	426 - Transit			426.11000 (Cash)			\$8,106.95		
135087	08/25/2022	Open			Accounts Payable	ASSOC RIGHT OF WAY SERV	\$135.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	20182		04/05/2022	SR02, 14-44 Intersection Imp at W Main & Tegner 3/1/22-3/31/22			\$135.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$135.00		

# Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
135088	08/25/2022	Open			Accounts Payable	AT&T / CALNET 3	\$5,748.05		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			08/13/2022		BAN #9391034901 (T1 LINE - 4-way split) (7/13/22-8/12/22)		\$167.08		
			08/13/2022		BAN #9391034847 /City-wide system 2096682612957 (7/13/22-8/12/22)		\$728.33		
			08/13/2022		BAN #9391034842 / PSF Phones 2096323265 (7/13/22-8/12/22)		\$505.80		
			06/12/2022		BAN #9391034843 (Police Dept) MAY - JUN 2022 CREDIT		(\$135.42)		
			07/12/2022		BAN #9391034843 (Police Dept) JUN-JUL 2022		\$23.82		
			08/12/2022		Multiple COT accounts paid on 8/25/22 (JUL - AUG 2022)		\$4,458.44		
					<u>Cash Account</u>		<u>Amount</u>		
					110 - General Fund	110.11000 (Cash)	\$4,836.43		
					205 - Sports Facilities	205.11000 (Cash)	\$44.16		
					217 - Streets - Gas Tax	217.11000 (Cash)	\$5.13		
					246 - Landscape Assessment	246.11000 (Cash)	\$5.13		
					255 - CDBG	255.11000 (Cash)	\$16.03		
					405 - Building	405.11000 (Cash)	\$83.36		
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$209.63		
					420 - WATER	420.11000 (Cash)	\$87.46		
					426 - Transit	426.11000 (Cash)	\$212.48		
					501 - Information Technology	501.11000 (Cash)	\$150.20		
					502 - Engineering	502.11000 (Cash)	\$48.24		
					505 - Fleet	505.11000 (Cash)	\$49.80		
135089	08/25/2022	Open			Accounts Payable	AT&T MOBILITY	\$40.73		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			08/08/2022		7796X08162022 992507796 / PD-IT Line		\$40.73		
					<u>Cash Account</u>		<u>Amount</u>		
					110 - General Fund	110.11000 (Cash)	\$40.73		
135090	08/25/2022	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$26,538.75		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			06/30/2022		656032 Legal Services June 2022		\$26,538.75		
					<u>Cash Account</u>		<u>Amount</u>		
					110 - General Fund	110.11000 (Cash)	\$26,538.75		
135091	08/25/2022	Open			Accounts Payable	BALSWICK'S TIRE SHOP INC	\$320.81		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			07/12/2022		01-203901 ENGINE 32 - TIRE REPAIR		\$35.00		
			08/04/2022		01-204553 SC16-9029		\$285.81		
					<u>Cash Account</u>		<u>Amount</u>		
					110 - General Fund	110.11000 (Cash)	\$35.00		
					205 - Sports Facilities	205.11000 (Cash)	\$285.81		
135092	08/25/2022	Open			Accounts Payable	BAY AREA CONSULTANTS INC	\$1,246.00		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			06/22/2022		E07701 20-032 Chemical System Upgrades at RWQCF 5/25-22-6/22/22		\$1,246.00		
					<u>Cash Account</u>		<u>Amount</u>		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$1,246.00		
135093	08/25/2022	Open			Accounts Payable	BLD CONSULTING	\$2,400.00		
			Invoice	Date	Description		Amount		
			211519	07/01/2022	Incident Reviewer Application 07/1/22-06/30/23		\$2,400.00		
			Paying Fund		Cash Account		Amount		
			116 - Special Public Safety	116.11000 (Cash)			\$2,400.00		
135094	08/25/2022	Open			Accounts Payable	BONANDER TRUCKS	\$573.16		
			Invoice	Date	Description		Amount		
			270247	08/02/2022	TRA15-1040000		\$573.16		
			Paying Fund		Cash Account		Amount		
			426 - Transit	426.11000 (Cash)			\$573.16		
135095	08/25/2022	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$320.97		
			Invoice	Date	Description		Amount		
			0000051081122	08/11/2022	8203 13 680 0000051 / City Hall (TV service)		\$250.97		
			0703380081622	08/16/2022	8203 13 001 0703380 / IT Internet 1411 Shady LN		\$70.00		
			Paying Fund		Cash Account		Amount		
			110 - General Fund	110.11000 (Cash)			\$46.80		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$32.16		
			420 - WATER	420.11000 (Cash)			\$32.16		
			501 - Information Technology	501.11000 (Cash)			\$209.85		
135096	08/25/2022	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$286.71		
			Invoice	Date	Description		Amount		
			5117822170	07/26/2022	MEDICAL SUPPLIES FOR CITY HALL - DOWNSTAIRS BREAKROOM		\$88.08		
			5117822149	07/26/2022	MEDICAL SUPPLIES FOR CITY HALL - UPSTAIRS BREAKROOM		\$50.40		
			5117822160	07/26/2022	MEDICAL SUPPLIES FOR PARKS		\$148.23		
			Paying Fund		Cash Account		Amount		
			110 - General Fund	110.11000 (Cash)			\$138.48		
			246 - Landscape Assessment	246.11000 (Cash)			\$148.23		
135097	08/25/2022	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$6,593.00		
			Invoice	Date	Description		Amount		
			MW-7-22	07/31/2022	WEED CONTROL SERVICES - JUL 2022		\$3,293.00		
			MP-7-22	07/31/2022	MONTHLY PEST CONTROL SERVICES - JUL 2022		\$1,590.00		
			QP-7-22	07/01/2022	QTRLY PEST CONTROL SERVICES JUL-SEP 2022		\$1,710.00		
			Paying Fund		Cash Account		Amount		
			110 - General Fund	110.11000 (Cash)			\$1,826.66		
			205 - Sports Facilities	205.11000 (Cash)			\$140.00		
			217 - Streets - Gas Tax	217.11000 (Cash)			\$368.00		
			246 - Landscape Assessment	246.11000 (Cash)			\$28.34		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$3,217.00		
			416 - Recycled Water Sales	416.11000 (Cash)			\$53.00		
			420 - WATER	420.11000 (Cash)			\$755.00		
			426 - Transit	426.11000 (Cash)			\$60.00		
			505 - Fleet	505.11000 (Cash)			\$145.00		

# Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
135098	08/25/2022	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$3,265.92		
	Invoice		Date	Description		Amount			
	66191		08/16/2022	Unarmed Security Services for Transit Center 8/8/22-8/14/22		\$3,265.92			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$3,265.92			
135099	08/25/2022	Open			Accounts Payable	CUSTOM EQUIPMENT PAINTING	\$495.00		
	Invoice		Date	Description		Amount			
	10667		08/02/2022	POL16-1309 DRIVER DOOR AND LEFT FRONT FENDER PAINTING		\$495.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$495.00			
135100	08/25/2022	Open			Accounts Payable	EH Wachs	\$4,383.03		
	Invoice		Date	Description		Amount			
	INV206468		07/25/2022	TC100- Controller/Datalogger		\$4,383.03			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$4,383.03			
135101	08/25/2022	Open			Accounts Payable	FEDERAL EXPRESS	\$101.44		
	Invoice		Date	Description		Amount			
	7-856-20687		08/19/2022	SHIPPING CHARGES FOR 8-19-22		\$101.44			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$83.57			
	420 - WATER			420.11000 (Cash)		\$17.87			
135102	08/25/2022	Open			Accounts Payable	GCR TIRES & SERVICE	\$1,569.92		
	Invoice		Date	Description		Amount			
	858-50097		07/12/2022	CL20-860		\$1,569.92			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,569.92			
135103	08/25/2022	Open			Accounts Payable	GDR ENGINEERING INC	\$8,225.00		
	Invoice		Date	Description		Amount			
	27771		06/30/2022	SR01, On Call Land Surveying Services-5/1/22 to 6/30/22		\$1,225.00			
	27725		05/31/2022	SR04, 20-001 Southeast Quadrant Road Rehab-12/01/21-5/31/22		\$7,000.00			
	Paying Fund			Cash Account		Amount			
	218 - Measure L			218.11000 (Cash)		\$7,000.00			
	502 - Engineering			502.11000 (Cash)		\$1,225.00			
135104	08/25/2022	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$2,165.18		
	Invoice		Date	Description		Amount			
	I2H0907		08/09/2022	DOWNTOWN PCE REMEDIATION		\$1,494.00			
	I2H0105		08/01/2022	KEYES H2S SAMPLING		\$119.89			
	I2H1017		08/10/2022	PRS STATION MONITORING - W24 (CONFLUENCE)		\$42.80			
	I2H1018		08/10/2022	PRS STATION MONITORING - W37 (CONFLUENCE)		\$42.80			
	I2H0210		08/02/2002	DRINKING WATER WELL ANALYSIS		\$30.95			
	I2H0402		08/04/2022	PROCESS CONTROL - WASTEWATER		\$54.50			
	I2G2607		07/26/2022	MONTHLY WASTEWATER SAMPLES		\$222.20			
	I2G1401		07/14/2022	MONTHLY WASTEWATER SAMPLES		\$158.04			
	Paying Fund			Cash Account		Amount			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$554.63		
	420 - WATER			420.11000 (Cash)			\$1,610.55		
135105	08/25/2022	Open			Accounts Payable	HAWORTH INC	\$15,219.54		
	Invoice		Date	Description			Amount		
	3001625915		06/24/2022	NICOLE MANN'S OFFICE			\$2,856.39		
	3001631179		07/07/2002	NICOLE MANN'S OFFICE			\$2,299.09		
	3001631727		07/08/2022	ORLANDO GUTIERREZ OFFICE			\$4,557.20		
	3001628207		06/29/2022	ORLANDO GUTIERREZ OFFICE			\$729.48		
	3001635507		07/16/2022	CARLOS GUERRERO'S OFFICE			\$1,084.76		
	3001625916		06/24/2022	CARLOS GUERRERO'S OFFICE			\$3,692.62		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$15,219.54		
135106	08/25/2022	Open			Accounts Payable	JORGENSEN & CO INC	\$942.28		
	Invoice		Date	Description			Amount		
	6019104		06/20/2022	WATER DEPT-ANNUAL FIRE EXT. MAINT			\$517.54		
	6019099		07/27/2022	FIRE #2 - ANNUAL FIRE EXT MAINT (1)QTY			\$148.83		
	6019097		07/27/2022	FIRE #1 NEW FIRE EXTINGUISHER & MAINTENANCE			\$275.91		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$424.74		
	420 - WATER			420.11000 (Cash)			\$517.54		
135107	08/25/2022	Open			Accounts Payable	MAZE & ASSOCIATES	\$5,526.00		
	Invoice		Date	Description			Amount		
	46424		07/31/2022	SRWA - July 2022 Audit Services FYE 6/30/22 - Basic FS & MOIC			\$720.00		
	46428		06/30/2022	SRWA - July 2022 Audit Services FYE 6/30/21 - Basic FS & MOIC			\$4,806.00		
	Paying Fund			Cash Account			Amount		
	950 - SRWA			950.11000 (Cash)			\$5,526.00		
135108	08/25/2022	Open			Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	\$7,778.48		
	Invoice		Date	Description			Amount		
	10124261		07/07/2022	ENGINE 34 - TIRE REPLACE			\$2,142.42		
	10123431		06/22/2022	BUS TIRES			\$5,291.21		
	10123645		06/21/2022	TRA18-10600O			\$344.85		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,142.42		
	426 - Transit			426.11000 (Cash)			\$5,636.06		
135109	08/25/2022	Open			Accounts Payable	MME	\$2,419.40		
	Invoice		Date	Description			Amount		
	0172508-IN		08/04/2022	CATCH BASIN NOZZLE			\$534.21		
	0172280-IN		07/26/2022	REMOTE TRANSMITTER			\$1,635.01		
	0172205-IN		07/25/2022	WATER PRESS GAUGE			\$58.43		
	0172287-IN		07/22/2022	PIVOT MOUNT WELDMENT			\$191.75		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$534.21		
	420 - WATER			420.11000 (Cash)			\$1,885.19		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
135110	08/25/2022	Open			Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$692.82		
	Invoice		Date	Description			Amount		
	AR377945		08/18/2022	36X500 BOND PAPER AND INK FOR ENGINEERING PLOTTER			\$692.82		
	Paying Fund			Cash Account			Amount		
	502 - Engineering			502.11000 (Cash)			\$692.82		
135111	08/25/2022	Open			Accounts Payable	NAPA AUTO PARTS	\$39.87		
	Invoice		Date	Description			Amount		
	78603		08/09/2022	PART #29883			\$39.87		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$39.87		
135112	08/25/2022	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$1,867.19		
	Invoice		Date	Description			Amount		
	8577-382446		07/07/2022	Credit for Inv 375169, 376645, and 360069			(\$170.47)		
	8577-384440		08/04/2022	NOTE 1042PPP			\$55.19		
	8577-384874		08/11/2022	EL03-679			\$569.98		
	8577-384933		08/11/2022	REF 645438			\$38.15		
	8577-384875		08/11/2022	REF 645321			\$50.19		
	8577-384988		08/12/2022	REF 645522			\$49.66		
	8577-384737		08/09/2022	REF 645060			\$73.19		
	8577-384967		08/12/2022	SP06-4313			\$23.29		
	8577-384638		08/08/2022	REF 644905			\$113.22		
	8577-384395		08/04/2022	Credit for Inv 384320 and Inv 382978. Core Return			(\$77.12)		
	8577-384384		08/04/2022	RE 644434			\$93.14		
	8577-384441		08/04/2022	Credit for Inv 384439. REF 644536			(\$37.86)		
	8577-384506		08/05/2022	REF 644649			\$7.41		
	8577-384379		08/04/2022	REF 644431			\$56.09		
	8577-384597		08/08/2022	AD09-0446			\$206.45		
	8577-384469		08/05/2022	REF 644585			\$42.58		
	8577-384682		08/09/2022	POL18-1332			\$267.24		
	8577-384978		08/12/2022	EL03-677			\$168.21		
	8577-384522		08/05/2022	NOTE 1049PP			\$21.28		
	8577-384794		08/10/2022	POL15-1136			\$183.71		
	8577-384758		08/09/2022	REF 645089			\$57.95		
	8577-384439		08/04/2022	POL12-1120			\$75.71		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$904.05		
	205 - Sports Facilities			205.11000 (Cash)			(\$29.32)		
	217 - Streets - Gas Tax			217.11000 (Cash)			(\$5.33)		
	246 - Landscape Assessment			246.11000 (Cash)			\$206.45		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			(\$141.85)		
	420 - WATER			420.11000 (Cash)			\$738.19		
	426 - Transit			426.11000 (Cash)			\$195.00		
135113	08/25/2022	Open			Accounts Payable	NVB EQUIPMENT INC	\$602.48		
	Invoice		Date	Description			Amount		
	HI47553		08/04/2022	TRA15-1038PPP			\$602.48		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$602.48		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
135114	08/25/2022	Open			Accounts Payable	OREILLY AUTO PARTS	\$1,280.40		
	Invoice		Date	Description		Amount			
	2800-229965		07/18/2022	TRA15-1049PPP		\$193.75			
	2800-235582		08/05/2022	POL19-1350		\$47.78			
	2800-236573		08/08/2022	ITEM #MV8000		\$65.16			
	2800-236504		08/08/2022	POL18-1332		\$23.17			
	2800-236562		08/08/2022	POL18-1332		\$11.19			
	2800-236766		08/09/2022	ITEM #197358		\$366.37			
	2800-237726		08/12/2022	SP06-4313		\$26.05			
	2800-237785		08/12/2022	POL17-1319		\$210.36			
	2800-237402		08/11/2022	AD09-0446		\$24.73			
	2800-237404		08/11/2022	EL03-679		\$30.70			
	2800-238570		08/15/2022	POL15-1136		\$27.69			
	2800-235261		08/04/2022	ITEM RY790		\$95.37			
	2800-235337		08/04/2022	POL12-1120		\$52.90			
	2800-236917		08/09/2022	POL15-1136		\$105.18			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$940.01			
	246 - Landscape Assessment			246.11000 (Cash)		\$24.73			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$26.05			
	420 - WATER			420.11000 (Cash)		\$30.70			
	426 - Transit			426.11000 (Cash)		\$258.91			
135115	08/25/2022	Open			Accounts Payable	P G & E	\$38.03		
	Invoice		Date	Description		Amount			
	8/12/22		08/12/2022	Acct 4372392728-1 - 829 & 831 Vermont Ave		\$7.10			
	FIRE#4 8/14/22		08/14/2022	7556584382-0 / 2820 N Walnut-Fire #4		\$30.93			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$30.93			
	255 - CDBG			255.11000 (Cash)		\$7.10			
135116	08/25/2022	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$15,613.49		
	Invoice		Date	Description		Amount			
	057868035-1		08/08/2022	PIPE & PIPE FITTINGS		\$5,165.72			
	057868035		07/22/2022	PIPE & PIPE FITTINGS		\$10,447.77			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$15,613.49			
135117	08/25/2022	Open			Accounts Payable	PRICE FORD OF TURLOCK INC	\$14.39		
	Invoice		Date	Description		Amount			
	62588		06/20/2022	VEHICLE 1333		\$14.39			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$14.39			
135118	08/25/2022	Open			Accounts Payable	ROMEO MEDICAL CLINIC	\$13,361.30		
	Invoice		Date	Description		Amount			
	148030		04/20/2022	Police Dept 4.20.2022		\$179.00			
	7/08/2022		06/30/2022	Romeo Medical Services June 2022		\$1,605.00			
	07/08/22		05/31/2022	Fire Dept Feb-May 2022		\$2,423.30			
	7/8/2022		06/30/2022	Fire Dept June 2022		\$238.00			
	07/08/2022		05/31/2022	Romeo Medical Services Feb-May 2022		\$8,916.00			
	Paying Fund			Cash Account		Amount			



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				110.11000 (Cash)			\$9,069.30		
				205.11000 (Cash)			\$621.00		
				217.11000 (Cash)			\$338.00		
				246.11000 (Cash)			\$548.00		
				405.11000 (Cash)			\$47.00		
				410.11000 (Cash)			\$1,112.00		
				420.11000 (Cash)			\$1,057.00		
				426.11000 (Cash)			\$146.00		
				501.11000 (Cash)			\$115.00		
				502.11000 (Cash)			\$162.00		
				505.11000 (Cash)			\$146.00		
135119	08/25/2022	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$2,601.23		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3028783375		08/05/2022		VEHICLE 1049PP		\$1,199.04		
	3028871883		08/12/2022		EL03-677		\$77.02		
	3028853315		08/09/2022		VEHICLE 1332		\$352.80		
	3028911843		08/15/2022		VEHICLE 860		\$217.03		
	3028905240		08/15/2022		VEHICLE 1136		\$23.54		
	3028779237		08/04/2022		VEHICLE 1310		\$254.38		
	3028775866		08/04/2022		VEHICLE 1124		\$91.14		
	3028763404		08/04/2022		TRA15-1049PP		\$191.94		
	3028573780		07/21/2022		VEHICLE 1304		\$194.34		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$916.20		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$217.03		
	420 - WATER				420.11000 (Cash)		\$77.02		
	426 - Transit				426.11000 (Cash)		\$1,390.98		
135120	08/25/2022	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	08152022BECCHETT		08/18/2022		8-15-22 PAYROLL WITHHOLDING		\$439.13		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$439.13		
135121	08/25/2022	Open			Accounts Payable	T I D	\$389,781.37		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	083201 - AUG 22		08/09/2022		ACC#0832010000 - AUG 2022		\$10,029.72		
	183201 - AUG 22		08/09/2022		ACC#1832010000 - AUG 2022		\$4,479.24		
	283201 - AUG 22		08/09/2022		ACC#2832010000 - AUG 2022		\$6,607.90		
	383201 - AUG 22		08/09/2022		ACC#3832010000 - AUG 2022		\$4,299.44		
	483201 - AUG 22		08/09/2022		ACC#4832010000 - AUG 2022		\$202,140.58		
	683201 - AUG 22		08/09/2022		ACC#6832010000 - AUG 2022		\$5,167.68		
	773201 - AUG 22		08/09/2022		ACC#7732010000 - AUG 2022		\$11,697.47		
	873201 - AUG 22		08/09/2022		ACC#8732010000 - AUG 2022		\$9,995.48		
	973201 - AUG 22		08/09/2022		ACC#9732010000 - AUG 2022		\$135,363.86		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$34,910.06		
	205 - Sports Facilities				205.11000 (Cash)		\$4,404.27		
	216 - Streets - Local Transportation				216.11000 (Cash)		\$27,020.24		
	246 - Landscape Assessment				246.11000 (Cash)		\$13,362.81		

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	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$166,377.00		
	416 - Recycled Water Sales			416.11000 (Cash)			\$6,728.22		
	420 - WATER			420.11000 (Cash)			\$132,870.04		
	426 - Transit			426.11000 (Cash)			\$972.55		
	505 - Fleet			505.11000 (Cash)			\$3,136.18		
135122	08/25/2022	Open			Accounts Payable	TANK TOWN MEDIA LLC	\$590.40		
	Invoice		Date	Description		Amount			
	81935		06/24/2022	Utilities Supervisor 6.24.2022-7.15.2022		\$590.40			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$295.20		
	420 - WATER			420.11000 (Cash)			\$295.20		
135123	08/25/2022	Open			Accounts Payable	TBA AUTO PARTS	\$257.58		
	Invoice		Date	Description		Amount			
	5-070557		08/04/2022	POL15-1139		\$156.29			
	5-070551		08/04/2022	PURCHASE OF PARTS		\$101.29			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$206.93		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$25.33		
	420 - WATER			420.11000 (Cash)			\$25.32		
135124	08/25/2022	Open			Accounts Payable	TURF STAR	\$573.31		
	Invoice		Date	Description		Amount			
	7238377-00		07/26/2022	VEHICLE 961		\$573.31			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)			\$573.31		
135125	08/25/2022	Open			Accounts Payable	UNION PACIFIC RAILROAD	\$322.62		
	Invoice		Date	Description		Amount			
	321588888		08/11/2022	Property Taxes in Lieu of Rent for 65 E Main St - 7/1/21-6/30/22		\$322.62			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$322.62		
135126	08/25/2022	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC	\$15,791.89		
	Invoice		Date	Description		Amount			
	50485707		08/17/2022	SODIUM HYPOCHLORITE		\$7,897.71			
	50474774		08/12/2022	SODIUM HYPOCHLORITE		\$7,894.18			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$15,791.89		
135127	08/25/2022	Open			Accounts Payable	US BANK OFFICE EQUIPMENT	\$66.44		
	Invoice		Date	Description		Amount			
	479926115		08/12/2022	Lease Agreement for Payroll Copier 8/9/22-9/8/22		\$66.44			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$66.44		
135128	08/25/2022	Open			Accounts Payable	VWR INTERNATIONAL INC	\$237.46		
	Invoice		Date	Description		Amount			
	8810435340		08/15/2022	BDH BUFFER PH 4 RED 20L		\$60.36			
	8810435341		08/15/2022	BDH POTASS IODIDE CRYST 500 GM		\$177.10			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$237.46		

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135129	08/25/2022	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$2,125.00		
	Invoice		Date	Description			Amount		
	00339.09-1		03/15/2022	NPDES PERMIT COMPLIANCE SERVICES THROUGH 2/28/22			\$2,125.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,125.00		
135130	08/25/2022	Open			Accounts Payable	WALLACE KUHL & ASSOCIATES	\$225.00		
	Invoice		Date	Description			Amount		
	00627155		06/16/2022	SR 07, 16-60 Linwood Ave ATP Improvements through June 19, 2022			\$225.00		
	Paying Fund			Cash Account			Amount		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$225.00		
135131	08/25/2022	Open			Accounts Payable	WILLDAN ENGINEERING INC	\$5,127.00		
	Invoice		Date	Description			Amount		
	00336367		06/17/2022	City Engineer Services through 5/27/22			\$5,127.00		
	Paying Fund			Cash Account			Amount		
	216 - Streets - Local Transportation			216.11000 (Cash)			\$2,202.00		
	502 - Engineering			502.11000 (Cash)			\$2,925.00		
135132	08/25/2022	Open			Accounts Payable	Calvario, Charlotte	\$83.09		
	Invoice		Date	Description			Amount		
	08/14/2022		08/14/2022	Boots-C Calvario,Shoe Reimbursement			\$83.09		
	Paying Fund			Cash Account			Amount		
	502 - Engineering			502.11000 (Cash)			\$83.09		
135133	08/25/2022	Open			Accounts Payable	KINDBERG, CARL	\$25.00		
	Invoice		Date	Description			Amount		
	08/12/2022		08/12/2022	UEI WATER PROGRAM			\$25.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$25.00		
135134	08/25/2022	Open			Accounts Payable	Navarro, Francisco	\$70.00		
	Invoice		Date	Description			Amount		
	TR 4706 Per Diem		08/22/2022	Prisoner Extradition - Chicago, IL - 8/12 to 8/13			\$70.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$70.00		
135135	08/25/2022	Open			Accounts Payable	Redd, Timothy	\$70.00		
	Invoice		Date	Description			Amount		
	TR 4706 Per Diem		08/22/2022	Prisoner Extradition - Chicago, IL - 8/12 to 8/13			\$70.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$70.00		
135136	08/25/2022	Open			Accounts Payable	Roton, Gregory	\$92.00		
	Invoice		Date	Description			Amount		
	Demand GR		08/22/2022	Reimbursement for fuel during prisoner transport to SLO			\$92.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$92.00		
135137	08/25/2022	Open			Accounts Payable	EXPRESS PRESS	\$1,171.32		
	Invoice		Date	Description			Amount		
	47651		05/24/2022	SPRING SB SHIRTS '22			\$938.84		

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	47999		07/08/2022		SUMMER TINY TOT SHIRTS '22		\$232.48		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,171.32		
135138	08/25/2022	Open			Accounts Payable	GOMES PROPANE	\$88.25		
	Invoice		Date	Description		Amount			
	12205		07/31/2022	GOMES - PROPANE FOR STREETS		\$88.25			
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$88.25		
135139	08/25/2022	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$1,083.77		
	Invoice		Date	Description		Amount			
	36292620		07/28/2022	MARTIN MARIETTA - ASPHALT		\$89.40			
	36310554		07/29/2022	MARTIN MARIETTA - ASPHALT		\$89.40			
	36324966		07/31/2022	MARTIN MARIETTA - ASPHALT		\$87.03			
	36341520		08/02/2022	MARTIN MARIETTA - ASPHALT		\$94.90			
	36355048		08/03/2022	MARTIN MARIETTA - ASPHALT		\$87.03			
	36370207		08/04/2022	MARTIN MARIETTA - ASPHALT		\$91.76			
	36416410		08/09/2022	MARTIN MARIETTA - ASPHALT		\$85.47			
	36430289		08/10/2022	MARTIN MARIETTA - ASPHALT		\$98.83			
	36460868		08/12/2022	MARTIN MARIETTA - ASPHALT		\$90.19			
	36474747		08/15/2022	MARTIN MARIETTA - ASPHALT		\$93.33			
	36489940		08/16/2022	MARTIN MARIETTA - ASPHALT		\$87.03			
	36505056		08/17/2022	MARTIN MARIETTA - ASPHALT		\$89.40			
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$1,083.77		
135140	08/25/2022	Open			Accounts Payable	REED INC, GEORGE	\$856.79		
	Invoice		Date	Description		Amount			
	100275847		08/04/2022	REED - ASPHALT FOR STREETS		\$99.18			
	100275972		08/05/2022	REED - ASPHALT FOR STREETS		\$471.31			
	100275973		08/05/2022	REED - ASPHALT FOR STREETS		\$191.74			
	100276391		08/10/2022	REED - ASPHALT FOR STREETS		\$94.56			
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$856.79		
135141	08/25/2022	Open			Accounts Payable	SAFE-T-LITE CO INC	\$532.19		
	Invoice		Date	Description		Amount			
	383446		06/09/2022	SAFE-T-LITE - FIRST STREET FESTIVAL		\$532.19			
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$532.19		
135142	08/25/2022	Open			Accounts Payable	TURLOCK UNIFIED	\$1,350.00		
	Invoice		Date	Description		Amount			
	230002		08/16/2022	Pool use July '22		\$1,350.00			
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,350.00		
135143	08/25/2022	Open			Accounts Payable	Navarro, Francisco	\$148.00		
	Invoice		Date	Description		Amount			
	TR 4705 Per Diem		08/22/2022	CHIA - Las Vegas, NV - 8/23 to 8/26		\$148.00			
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$148.00		

# Payment Register

From Payment Date: 8/19/2022 - To Payment Date: 8/25/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
135144	08/25/2022	Open			Accounts Payable	Redd, Timothy	\$148.00		
	Invoice		Date	Description		Amount			
	TR 4705 Per Diem		08/22/2022	CHIA - Las Vegas, NV - 8/23 to 8/26		\$148.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$148.00			
135145	08/25/2022	Open			Accounts Payable	TALK OF THE TOWN BOOSTERS	\$1,000.00		
	Invoice		Date	Description		Amount			
	2023-00000161		08/08/2022	FACILITY RENTAL DEPOSIT REFUND		\$1,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,000.00			

Type Check Totals:  
AP - Accounts Payable Totals

72 Transactions

\$609,072.25

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	72	\$609,072.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>72</b>	<b>\$609,072.25</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	72	\$609,072.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>72</b>	<b>\$609,072.25</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	72	\$609,072.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>72</b>	<b>\$609,072.25</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	72	\$609,072.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>72</b>	<b>\$609,072.25</b>	<b>\$0.00</b>

## BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }  
 08/18/2022 IN THE AMOUNT OF }  
 \$352,167.04 AND 08/25/2022 IN THE }  
 AMOUNT OF \$609,072.25. }  
 \_\_\_\_\_ }

RESOLUTION NO. 2022-XXX

**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:

<b>Demands of:</b>	<b>In the Amount of:</b>
08/18/2022	\$352,167.04
08/25/2022	\$609,072.25

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2022, by the following vote:

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

ATTEST:

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

# City Council Meeting Minutes



August 9, 2022  
6:00 p.m.  
City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California

**CALL TO ORDER**

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

**SALUTE TO THE FLAG**

**ROLL CALL AND DECLARATION OF CONFLICTS**

Present: Councilmembers Nicole Larson, Andrew Nosrati, Rebecka Monez, Vice Mayor Pam Franco, and Mayor Amy Bublak.  
Absent: None

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
None	None	None	None	None

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

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

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

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

A. Proclamation: Sergio Perez Retirement

Mayor Bublak presented a proclamation in recognition of Sergio Perez’s retirement.

**3. PUBLIC PARTICIPATION**

Mayor Bublak announced that it was the time for public participation and the following members of the public spoke:

- Fred Parhad
- Michael Gonzales II
- John Gebelein
- Mike Brem
- Joe Moitoso
- Ron Bridegroom

With no further comments, Mayor Bublak closed public participation.

**CITY OF TURLOCK CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, AUGUST 9, 2022**

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

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

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

**5. CONSENT CALENDAR**

A. Resolution 2022-150: Accepting Weekly Demands of 07/14/2022 in the amount of \$4,107,256.33, 07/21/2022 the amount of \$1,439,933.69, 07/28/2022 in the amount of \$3,558,294.22, and the EFT Demands of 02/28/2022 in the amount of \$13,224,291.34

B. Motion: Accepting Minutes of the Regular Meeting of 06/14/2022

C. Resolution 2022-151: Designating City Manager Wilson as the voting delegate and Deputy City Manager Eddy as the alternate voting delegate at the League of California Cities' Annual Business meeting on Friday, September 9, 2022 in Long Beach, California

D. 1) Motion: Approving Contract Change Order No. 3 (Final) in the increased amount of \$4,156.70 for City Project No. 20-001 "City Utility Trench Repair 2020" bringing the contract total to \$286,479.45

2) Motion: Accepting improvements for City Project No. 20-011 "City Utility Trench Repair 2020" and authorizing the City engineer to file a Notice of Completion

E. Item 5E was pulled for separate consideration

F. Resolution 2022-154: Approving a Memorandum of Understanding (MOU) between the Turlock Youth Soccer Association (TYSA) and the City of Turlock for use of the Turlock Regional Sports Complex to offer youth soccer programs and tournaments for a period of three (3) years

G. Resolution 2022-155: Approving Memorandum of Understanding (MOU) between Stanislaus County Office of Education, Turlock Unified School District and the City of Turlock authorizing the acceptance of an allocation of funds and execution of a grant MOU to implement the After-School Education and Safety (ASES) Program for the 2022-2023 school year

H. Resolution 2022-156: Approving Amendment No. 2 to an Agreement between the City of Turlock and Joe Gomes and Sons, Inc. for card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment to increase the annual compensation amount to \$760,000.00

Action: Motion by Councilmember Monez, seconded by Vice Mayor 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



**CITY OF TURLOCK CITY COUNCIL  
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Consent Agenda Item 5E was pulled for separate consideration.

- E. 1) Resolution 2022-153: Awarding bid and approving an Agreement in the amount of \$208,812.00 (Non-General Fund – Fund 215) with St. Francis Electric, LLC, of San Leandro, California, for City Project No. 20-038 “Signal Coordination on W. Monte Vista Avenue, Golden State Boulevard and Geer Road”
- 2) Resolution 2022-152: Appropriating \$86,657.74 to account number 215-40-420.51210 “Federal Streets Projects” to be funded from Fund 218 “Measure L” unallocated reserves to provide the necessary funding for City Project No. 20-038 “Signal Coordination on W. Monte Vista Avenue, Golden State Boulevard, and Geer Road”

Interim Public Works Director responded to questions from Councilmember Nosrati regarding work to be done for the coordinating of signal lights.

Mayor Bublak opened the item for public participation. The following members of the public spoke:

John Gebelein  
Ryan Taylor

With no further comment, Mayor Bublak closed the public comment period.

Action: Resolution 2022-153: Awarding bid and approving an Agreement in the amount of \$208,812.00 (Non-General Fund – Fund 215) with St. Francis Electric, LLC, of San Leandro, California, for City Project No. 20-038 “Signal Coordination on W. Monte Vista Avenue, Golden State Boulevard and Geer Road” and, Resolution 2022-152: Appropriating \$86,657.74 to account number 215-40-420.51210 “Federal Streets Projects” to be funded from Fund 218 “Measure L” unallocated reserves to provide the necessary funding for City Project No. 20-038 “Signal Coordination on W. Monte Vista Avenue, Golden State Boulevard, and Geer Road as introduced by Vice Mayor Franco, seconded by Councilmember Monez, and carried 5/0 by the following vote:

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

**6. FINAL READINGS**

None

**7. PUBLIC HEARINGS**

- A. Staff Services Technician Madrigal provided a staff report regarding the request for accepting the 2022 Public Health Goal Report for drinking water as required by Health and Safety Code Section 116470(b) and (c).

Staff Services Technician Madrigal and Municipal Services Director Goodman responded to questions from the City Council.

Mayor Bublak opened the item for public participation. With no public comment, Mayor Bublak closed public participation.

**CITY OF TURLOCK CITY COUNCIL  
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TUESDAY, AUGUST 9, 2022**

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Action: Motion: Accepting the 2022 Public Health Goal Report for drinking water as required by Health and Safety Code Section 116470(b) and (c) as introduced by Councilmember Monez, seconded by Vice Mayor Franco, and carried 5/0 by the following vote:

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

- B. Transit Manager York provided a staff report on a request for rescinding Resolution No. 2021-178 and adopting a new Resolution establishing a revised passenger fare structure effective August 22, 2022 and delegating authority to the City Manager, or his or her designee, to temporarily reduce or eliminate fares on any mode for promotional or emergency purposes.

Transit Manager York responded to questions from the City Council.

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

Ryan Taylor  
Destinez Suarez  
Gil Esquer  
Ron Bridegroom

With no further comments, Mayor Bublak closed public comment.

Transit Manager York responded to questions presented during public participation.

Action: Resolution 2022-157: Rescinding Resolution No. 2021-178 and adopting a new Resolution establishing a revised passenger fare structure effective August 22, 2022 and delegating authority to the City Manager, or his or her designee, to temporarily reduce or eliminate fares on any mode for promotional or emergency purposes as introduced by Vice Mayor Franco, seconded by Councilmember Monez, and carried 5/0 by the following vote:

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

- C. Deputy Public Works Director Schultz provided a staff report regarding the request for confirming the annexation of 2930 E. Tuolumne Road (APN: 073-016-006) PM No. 21-04, Project No. 21-020, into the Fairbanks ranch Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area, Project No. 14-73.

Deputy Public Works Director Schulze responded to questions present by the City Council.

Mayor Bublak opened the item for public participation. With no comments, Mayor Bublak closed public participation.

Action: Resolution 2022-158: Confirming the annexation of 2930 E. Tuolumne Road (APN: 073-016-006) PM No. 21-04, Project No. 21-020, into the Fairbanks ranch Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area, Project No. 14-73 as introduced by Councilmember Monez, seconded by Vice Mayor Franco, and carried 5/0 by the following vote:

**CITY OF TURLOCK CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, AUGUST 9, 2022**

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

**8. ACTION ITEMS**

- A. Deputy Public Works Director Schulze presented a staff report regarding the request for awarding bid and approving an Agreement in the amount of \$3,144,729.20 with George Reed, Inc. of Modesto, California, for City Project No. 21-018 “Lander Avenue Rehabilitation between D Street and SR-99” to be funded by Measure L (Fund 218).

Deputy Public Works Director Schulze responded to questions present by the City Council.

Mayor Bublak opened the item for public participation. Comments were received from:

Puffer  
Taylor

With no further comments, Mayor Bublak closed public participation.

Action: Resolution 2022-159: Awarding bid and approving an Agreement in the amount of \$3,144,729.20 with George Reed, Inc. of Modesto, California, for City Project No. 21-018 “Lander Avenue Rehabilitation between D Street and SR-99” to be funded by Measure L (Fund 218) as introduced by Councilmember Monez, seconded by Vice Mayor Franco, and carried 5/0 by the following vote:

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

**9. CITY MANAGER REPORTS/UPDATES**

- A. City Manager Wilson provided a brief update on looking at the armory as a possible site for housing units for homeless.
- B. Deputy Public Works Director Schulze provided an update on the progress of Columbia Pool
- C. Deputy Public Works Director Schulze provided a brief update on plans for the Senior Center.
- D. Deputy Public Works Director Schulze provided a brief update on initial work being done in regards to a back-up generator for City Hall.
- E. Risk Management Director Loehr provided an update on the purchase of Automatic External Defibrillators.

**10. COUNCIL ITEMS FOR FUTURE CONSIDERATION**

Councilmember Larson spoke about assisting local refugees and how free public transportation would really benefit these individuals. She would like see something on a future agenda regarding this.

Councilmember Nosrati spoke about the traffic timing element, requested an update on the statue donation and on more information for the potential use of the remainder of ARPA funds for opportunities to invest in our park facilities.

Vice Mayor Franco thanked the City Manager and staff for their verbal updates and requested staff work on and bring forward plans on refurbishing the pickle ball courts.

Councilmember Monez suggested Montana Park would be a great area for a pickle ball court.

**CITY OF TURLOCK CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, AUGUST 9, 2022**

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

Councilmember Nosrati thanked Mayor Bublak and the Chief of Police for attending the annual remembrance of the Assyrian genocide and thanked all those in the community who put the ceremony together.

Vice Mayor Franco thanked public safety and City staff for their work on the National Night Out event. She reminded everyone that if there are items they would like the City Council to address, to please reach out to a Councilmember so they can get it on the agenda. She also gave a brief update on various projects, the Homeless AdHoc Committee, Fire AdHoc Committee and StanCOG projects.

Councilmember Monez also thanked Police and Fire staff and the Parks and Recreation staff for all their hard work on National Night Out and reminded everyone that there is a Homeless Ad-Hoc meeting scheduled for tomorrow at 6:30 p.m. She stated they will be discussing low-barrier shelter issues and clarified the difference between transitional housing and low-barrier shelters.

Mayor Bublak spoke briefly on the topic of the SRWA committee and purple pipes and the need to find additional funding and locations for pickle ball courts.

**12. CLOSED SESSION**

- A. Conference with Labor Negotiators - California Government Code §54957.6(a)  
*Employee Organization: Turlock Management Association – Public Safety*  
*Employee Organization: Turlock Firefighters Association – Local 2434*

**13. REPORTS FROM CLOSED SESSION**

Mayor Bublak reported out of Closed Session stating there was nothing to report.

**14. ADJOURNMENT**

Mayor Bublak adjourned the meeting at 7:52 p.m.

Respectfully submitted

\_\_\_\_\_  
Julie Christel, City Clerk

**City Council Staff Report**  
**September 13, 2022**



From: Dan Madden, Interim Public Works Director

Prepared by: Randall Jones, Associate Engineer

Agendized by: Reagan M. Wilson, City Manager

**1. ACTION RECOMMENDED:**

Resolution: Approving Contract Change Order No. 1 (Final) in the amount of \$89,127.77 (Fund 215 – Streets – Grant Funded Projects) with Rolfe Construction, of Atwater, California, for City Project No. 16-60 “Linwood Ave ATP Improvements” bringing the contract total to \$815,528.77

Motion: Accepting improvements for City Project No. 16-60 “Linwood Ave ATP Improvements” and authorizing the City Engineer to file a Notice of Completion

**2. SYNOPSIS:**

This action approves Contract Change Order No. 1 (Final), accepts the improvements, and authorizes the City Engineer to file a Notice of Completion for the Linwood Avenue Active Transportation Program (ATP) Improvements project.

**3. DISCUSSION OF ISSUE:**

On July 27, 2021, the City Council approved an agreement with Rolfe Construction of Atwater, California, for the construction of City Project No. 16-60 “Linwood Ave ATP Improvements.” Construction has been completed with the approved plans and specifications.

Project Summary:

	Amount	City Council Meeting
Original Contract	\$ 726,401.00	July 27, 2021
Change Order No. 1	\$ 89,127.77	September 13, 2022
Adjusted Total Contract	\$ 815,528.77	

Change Order No. 1 (Final) includes the following items of work:

- Additional Grinding, Grading, and Paving - \$42,891.37

The project included grinding and paving of the existing road. The existing road did not have a centerline crown which is typical for road design. The existing road had a crown on the north side of the road as there was no curb and gutter on that side of the road. During construction, staff and the contractor discussed regrading the existing road for better drainage. The change order includes the grading work to create a centerline crown.

- Storm Drain Cleaning by City Crews - \$(741.00)

The contractor installed a new storm drain system with the project. A portion of the new pipe had debris in it from construction activities. The contractor requested City crews to clean the pipe for a deductive change order. The cost to clean the pipe was \$3 per linear feet up to 1,000 feet. 247 feet of pipe was cleaned.

- Final Quantities Adjustment - \$46,977.40

The original contract price is based on quantities estimated from project plans. Actual quantities measured in the field at the end of the project are reconciled with the estimated bid quantities. The final Change Order is for the adjustment of quantities and results in a decreased contract amount.

Construction has been completed per the approved project plans and specifications. Staff requests City Council approval to authorize the City Engineer to file a Notice of Completion. The notice of completion will establish September 14, 2022, as the official date of project completion and effectively limit the contractor's statutory time to file a claim on the project. The total cost of the project has been estimated at \$918,191.01.

**4. BASIS FOR RECOMMENDATION:**

- A. Contract Change Order No. 1 (Final) is necessary to install the required improvements, and reconcile estimated quantities with actual quantities placed during construction.
- B. California City Code Section 9204 allows the City Council to authorize the City Engineer to sign the Notice of Completion.

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

**NOTE:** No General Fund money was used for this project.

Account number 215-40-420.51210 “Federal Street Projects” is the designated account to provide capital outlay for all project expenses. The actual project costs are displayed below:

The total construction costs are displayed below:

Rolfe Construction Total Costs	\$ 815,528.77
Construction Engineering (City Staff)	\$ 80,000.00
Materials Testing (Wallace Kuhl)	\$ 7,527.24
Construction Survey (DF Engineering)	\$ 15,135.00
<b>Estimated Total Project Costs</b>	<b>\$ 918,191.01</b>

This project is partially funded by the Active Transportation Program (ATP), a state grant program for the purpose of providing infrastructure to promote active transportation such as biking and walking. The remaining funding was appropriated from Measure L (Fund 218) and Measure A – Roads (Fund 115) in fiscal year 2021-22 to cover the below expenditures.

Total Project Costs	\$918,191.01
ATP Reimbursable Expenses	\$416,000.00
Measure A Local Match	\$61,875.00
Measure L Local Match	\$440,316.01

**6. STAFF COMMENTS:**

Approve the final change order and authorize the City Engineer to file the Notice of Completion.

**7. CITY MANAGER’S COMMENTS:**

Recommend approval.

**8. ENVIRONMENTAL DETERMINATION:**

On February 27, 2018, City Council adopted a Mitigated Negative Declaration of Environmental Effect for this project in accordance with the California Environmental Quality Act (CEQA). This agreement does not require any additional environmental review.

**9. ALTERNATIVES:**

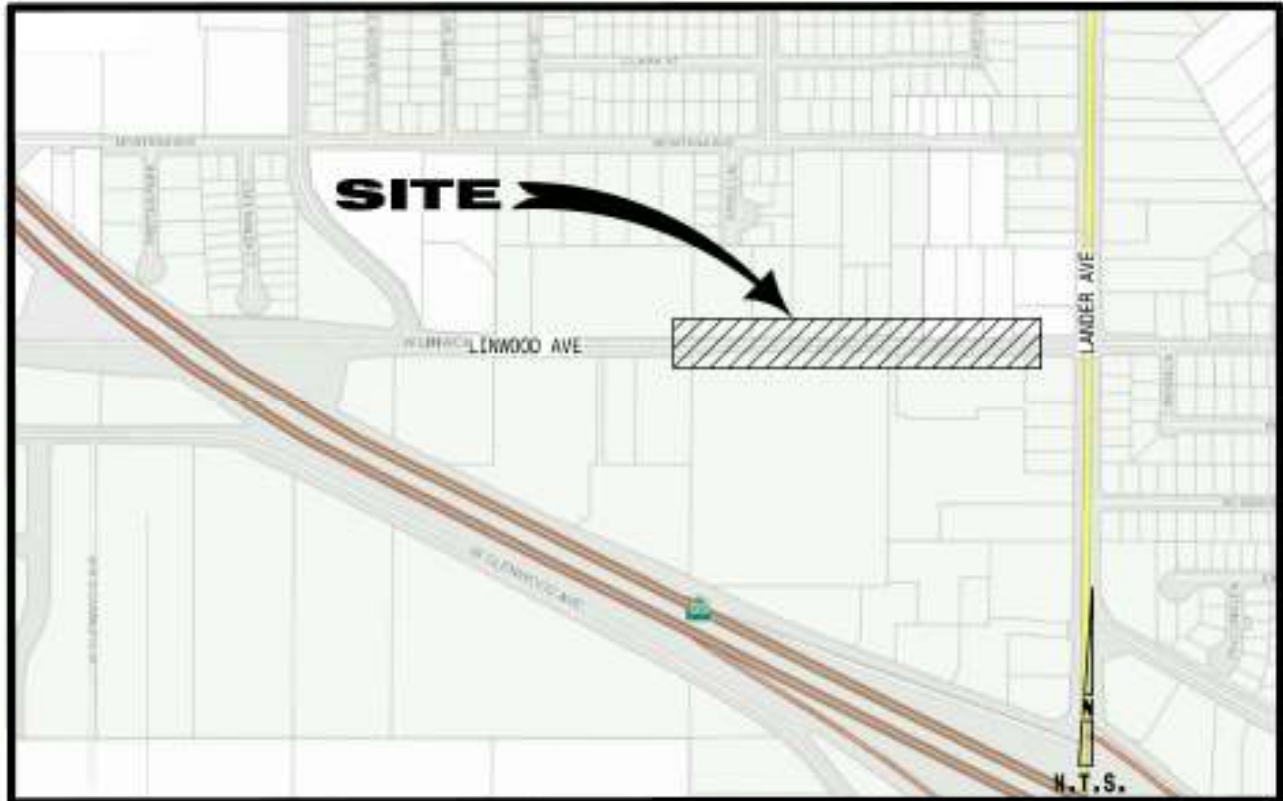
- A. Council could choose not to approve Contract Change Order No. 1 (Final). Staff does not recommend this alternative, as part of the scope of the change order includes improvements that were necessary to complete the project and to reconcile estimated quantities with actual quantities placed during construction.
- B. Council could choose to deny authorizing the City Engineer to file the Notice of Completion. Staff does not recommend this alternative as all work has been completed in accordance with the contract documents.

**10. ATTACHMENTS:**

- A. Draft Resolution
- B. Contract Change Order (Final) No.1 with Final Quantities
- C. Notice of Completion (NOC)



Location Map  
for  
City Project No. 16-60  
"Linwood Avenue ATP Improvements"



**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

<b>IN THE MATTER OF APPROVING CONTRACT  CHANGE ORDER NO. 1 (FINAL) IN THE  AMOUNT OF \$89,127.77 (FUND 215 – STREETS –  GRANT FUNDED PROJECTS) WITH ROLFE  CONSTRUCTION, OF ATWATER, CALIFORNIA,  FOR CITY PROJECT NO. 16-60“LINWOOD AVE  ATP IMPROVEMENTS” BRINGING THE  CONTRACT TOTAL TO \$815,528.77</b>	<b>RESOLUTION NO. 2022-</b>
}	
}	
}	
}	
}	
}	
}	
}	
}	

---

**WHEREAS**, City Project No. 16-60 “Linwood Ave ATP Improvements” has been completed;

**WHEREAS**, the public improvements install curb, gutter, sidewalk, driveways, and a pedestrian activated crossing system, street lights, fire hydrants, road rehabilitation, and striping,

**WHEREAS**, additional work was required for the road rehabilitation in the amount of \$89,127.77; and

**WHEREAS**, project funding is available from a state Active Transportation Program (ATP) grant as well as from Measure A and Measure L funds in Fiscal Year 2021-22.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve Contract Change Order No. 1 (Final) in the amount of \$89,127.77 (Non- Fund 215 - Streets – Grant Funded Projects) with Rolfe Construction, of Atwater, California, for City Project No. 16-60 “Linwood Ave ATP Improvements” bringing the contract total to \$815,528.77.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13<sup>th</sup> day of September, 2022, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



**CONTRACT CHANGE ORDER**

Date issued: 13-Sep-22 Change Order No.: 1 (FINAL)  
Project Name: Linwood Ave ATP Improvements

Rolfe Construction Project No.: 16-60  
3573 Southern Pacific Ave Contract For: \$726,401.00  
Atwater, California 95301 Contract Award Date: July 27, 2021  
209-358-5548

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	---	---	---	\$773,378.40
Contractor's Bid Amount for Bid Items	---	---	---	\$726,401.00
<b>Subtotal of Difference</b>				<b>\$46,977.40</b>
1.1 Additional Grinding, Grading, and Paving	LS	1	\$42,981.37	\$42,891.37
1.2 Storm Drain Cleaning by City Crews	LS	1	(\$741.00)	(\$741.00)
<b>Total this CCO=</b>				<b>\$89,127.77</b>
<b>The original contract sum =</b>				<b>\$726,401.00</b>
<b>Net change by previous change orders =</b>				<b>\$0.00</b>
<b>The contract amount will be increased by the amount of =</b>				<b>\$89,127.77</b>
<b>The new contract sum including this change order will be =</b>				<b>\$815,528.77</b>
<b>Four (4) days is added to the contract time to account for the additional items of work.</b>				

Accepted: Jorge C. Avelar  
Rolfe Construction - Jorge C. Avelar - Project Manager

Date: 8/10/22

Recommended: \_\_\_\_\_  
City Engineer

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

Approved: \_\_\_\_\_  
City Manager

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

CITY OF TURLOCK

**FINAL QUANTITIES**  
Linwood Avenue ATP Improvements ATPL-5165 (088)

Project No. 16-60

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization and Demolization	LS	\$25,344.00	1.00	\$25,344.00	1.00	\$25,344.00	\$0.00
2	Construction Project Sign	EA	\$2,568.00	2.00	\$5,136.00	2.00	\$5,136.00	\$0.00
3	Construction Area Signs	LS	\$2,736.00	1.00	\$2,736.00	1.00	\$2,736.00	\$0.00
4	Site Erosion Control Procedures	LS	\$8,472.00	1.00	\$8,472.00	1.00	\$8,472.00	\$0.00
5	Temporary Traffic Control	LS	\$6,072.00	1.00	\$6,072.00	1.00	\$6,072.00	\$0.00
6	Remove, Relocate, or Salvage Existing Improvements	LS	\$29,592.00	1.00	\$29,592.00	1.00	\$29,592.00	\$0.00
7	Grind Existing Asphalt	LS	\$13,008.00	1.00	\$13,008.00	1.00	\$13,008.00	\$0.00
8	Earthwork and Grading	LS	\$23,832.00	1.00	\$23,832.00	1.00	\$23,832.00	\$0.00
9	Remove Tree and Backfill	EA	\$784.00	12.00	\$9,408.00	12.00	\$9,408.00	\$0.00
10	Fence	LS	\$21,888.00	1.00	\$21,888.00	1.00	\$21,888.00	\$0.00
11	Minor Concrete (Curb and Gutter - C-1)	LF	\$37.00	1,109.00	\$41,033.00	1,109.00	\$41,033.00	\$0.00
12	Minor Concrete (Roll Curb)	LF	\$570.50	34.00	\$19,397.00	34.00	\$19,397.00	\$0.00
13	Minor Concrete (Sidewalk and Flatwork - C-3)	SF	\$10.00	3,457.00	\$34,570.00	3,457.00	\$34,570.00	\$0.00
14	Minor Concrete (Alley Approach)	SF	\$12.00	548.00	\$6,576.00	548.00	\$6,576.00	\$0.00
15	Minor Concrete (Driveway)	SF	\$9.00	3,217.00	\$28,953.00	3,217.00	\$28,953.00	\$0.00
16	Curb Ramps (Labor Only)	EA	\$4,908.00	2.00	\$9,816.00	2.00	\$9,816.00	\$0.00
17	HMA	TON	\$114.00	992.50	\$113,145.00	492.00	\$56,088.00	\$57,057.00
18	Aggregate Base	CY	\$97.00	268.00	\$25,996.00	268.00	\$25,996.00	\$0.00
19	TID Irrigation Extension	LS	\$11,880.00	1.00	\$11,880.00	1.00	\$11,880.00	\$0.00
20	1" Water Service with Meter Box	EA	\$2,904.00	4.00	\$11,616.00	4.00	\$11,616.00	\$0.00
21	Fire Hydrant Assembly	EA	\$10,272.00	1.00	\$10,272.00	1.00	\$10,272.00	\$0.00
22	30" Perforated Storm Drain Trench System	LF	\$136.00	608.00	\$82,688.00	608.00	\$82,688.00	\$0.00
23	18" Storm Drain	LF	\$62.00	257.00	\$15,934.00	257.00	\$15,934.00	\$0.00
24	60" Diameter Manhole	EA	\$8,040.00	2.00	\$16,080.00	2.00	\$16,080.00	\$0.00
25	Catch Basin No 3 (SD-3)	EA	\$5,576.00	3.00	\$16,728.00	3.00	\$16,728.00	\$0.00
26	Sanitary Sewer Service Lateral	EA	\$3,972.00	2.00	\$7,944.00	2.00	\$7,944.00	\$0.00
27	Sanitary Sewer Service Lateral Extension	EA	\$4,032.00	1.00	\$4,032.00	1.00	\$4,032.00	\$0.00
28	Electrolier	EA	\$17,593.00	4.00	\$70,372.00	4.00	\$70,372.00	\$0.00
29	RRFB Pedestrian Activated System	LS	\$18,684.00	1.00	\$18,684.00	1.00	\$18,684.00	\$0.00
30	Adjust Water Boxes to Grade	EA	\$548.00	5.00	\$2,740.00	5.00	\$2,740.00	\$0.00
31	Red Curb	LF	\$1.80	838.00	\$1,508.40	1,300.00	\$2,340.00	(\$831.60)
32	Pavement Striping (Detail 32)	LF	\$4.00	1,757.00	\$7,028.00	1,163.00	\$4,652.00	\$2,376.00
33	Pavement Striping (Detail 39)	LF	\$3.00	3,307.00	\$9,921.00	2,076.00	\$6,228.00	\$3,693.00
34	Pavement Striping (Yellow Crosswalk)	SF	\$6.00	253.00	\$1,518.00	440.00	\$2,640.00	(\$1,122.00)
35	Pavement Markings (White Thermo)	SF	\$5.00	341.00	\$1,705.00	3,180.00	\$15,900.00	(\$14,195.00)
36	Type BB Marker	EA	\$30.00	4.00	\$120.00	4.00	\$120.00	\$0.00
37	Roadside Sign and Post (R7-9)	EA	\$600.00	1.00	\$600.00	1.00	\$600.00	\$0.00
38	Roadside Sign and Post (R1-5)	EA	\$600.00	2.00	\$1,200.00	2.00	\$1,200.00	\$0.00
39	Additional Items of Work Not Included in Items 1-37	LS	\$4,272.00	1.00	\$4,272.00	1.00	\$4,272.00	\$0.00
<b>Bid Alternate</b>								
40	Grind Existing Asphalt	LS	\$14,482.00	1.00	\$14,482.00	1.00	\$14,482.00	\$0.00
41	Hot Mix Asphalt (4")	TN	\$47.00	696.00	\$32,712.00	696.00	\$32,712.00	\$0.00
42	Adjust Frames and Covers to Grade	EA	\$1,092.00	4.00	\$4,368.00	4.00	\$4,368.00	\$0.00
<b>SUB-TOTAL CONTRACT ITEMS =</b>					<b>\$773,378.40</b>		<b>\$726,401.00</b>	<b>\$46,977.40</b>
<b>C.O. #</b>	<b>CHANGE ORDERS</b>							
1.1	Additional Grinding, Grading, and Paving	LS	\$42,891.37	1.00	\$42,891.37			\$42,891.37
1.2	Storm Drain Cleaning by City Crews	LS	(\$741.00)	1.00	(\$741.00)			(\$741.00)
<b>SUB-TOTAL CHANGE ORDER ITEMS =</b>					<b>\$42,150.37</b>		<b>\$0.00</b>	<b>\$42,150.37</b>
<b>TOTAL PROJECT =</b>					<b>\$815,528.77</b>		<b>\$726,401.00</b>	<b>\$89,127.77</b>

**RECORDED AT THE REQUEST OF:**  
CITY OF TURLOCK

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

**NOTICE OF COMPLETION  
CITY PROJECT NO. 16-60  
LINWOOD AVE ATP IMPROVEMENTS**

Notice is hereby given that work on the above-referenced project located on Linwood Avenue in Turlock, California, was completed by the undersigned agency on September 13, 2022. The contractor of work is Rolfe Construction, 3573 Southern Pacific Ave, Atwater, California 95301, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California 95380. Kindly refer to said Project Number on all communications relating to this work.

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

\_\_\_\_\_  
(Signature- Nanda Gottiparthi, P.E., Acting City Engineer, Owner's Agent), City of Turlock

**VERIFICATION**

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

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

CITY OF TURLOCK

\_\_\_\_\_  
Nanda Gottiparthi, P.E.  
ACTING CITY ENGINEER  
OWNER'S AGENT

Executed on September 14, 2022 at Turlock, California, Stanislaus County

# **City Council Staff Report**

## **September 13, 2022**



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From: Dan Madden, Interim Public Works Director

Prepared by: Fred Pezeshk, P.E., Roads Program Manager

Agendized by: Reagan M. Wilson, City Manager

### **1. ACTION RECOMMENDED:**

Resolution: Awarding bid and approving an Agreement between the City of Turlock and D. A. Wood Construction Inc., of Oakdale, California, in the amount of \$2,088,783.00 for construction of City Project Nos. 22-001 and 22-017 "Wayside Drive Reconstruction and Sewer Replacement Project" to be funded by Fund 115 "Measure A – Roads" and Fund 410 "Water Quality Control"

### **2. SYNOPSIS:**

This action will award bid and approve an Agreement between the City of Turlock and D. A. Wood Construction Inc., of Oakdale, California, for construction of City Project Nos. 22-001 and 22-017 "Wayside Drive Reconstruction and Sewer Replacement Project."

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

On January 25, 2022, the City Council approved Amendment No. 1 to the Agreement (City Contract No. 22-045) with Michael Baker International, Inc. (MBI) to provide design services for fifteen (15) street sections under City Project No. 22-001 "Design of Projects for 2022 Construction for Roads Program," and authorized staff to proceed with advertising for construction upon completion of bid documents.

During the Council meeting on June 14, 2022, MBI proposed to expedite the design of Wayside Drive reconstruction project and bid documents have been completed. Concurrently, Provost & Pritchard Consulting Group, under their Retainer Agreement with the City, completed the design for replacement of the existing sanitary sewer line which extends from Geer Road to Denair Avenue for a length of approximately 1,520 feet. The sanitary sewer line was identified in the 2013 Sewer System Master Plan as Pipeline ESS-2 and its replacement project is being tracked under City Project No. 22-017 "Wayside Drive Sewer Replacement Project" due to its separate funding source. The project involves the replacement of the existing 15-

inch sanitary sewer and service laterals with new 18-inch sanitary sewer and service laterals, and reconstruction of affected curbs, gutters, and sidewalks.

On August 4, 2022, the City advertised, for construction, City Project Nos. 22-001 and 22-017 as "Wayside Drive Reconstruction and Sewer Replacement Project" through the City's website and the Turlock Journal.

Bids were opened on August 29, 2022 at 2:00PM. A total of six (6) bids were received:

<b>BIDDER</b>	<b>BID AMOUNT</b>
Redstone Construction, Inc., Atwater, CA	\$1,661,796.00
<b>D.A. Wood Construction Inc., Oakdale, CA</b>	<b>\$2,088,783.00</b>
Dirt Dynasty, Inc., Valley Springs, CA	\$2,157,706.00
George Reed, Inc., Modesto, CA	\$2,229,292.20
United Pavement Maintenance, Inc., Hughson, CA	\$2,254,322.67
Granite Construction Company, Fresno, CA	\$2,388,472.50

Staff reviewed the bids for bidder responsiveness and responsibility. Bid documents require that the bidders provide a list of "at least four projects completed as of recent date." Redstone Construction, Inc. (Redstone) stated that they are a newly-formed business with owners and management having over 40 years of experience, currently working as a sub-contractor on a project in Yreka, CA, which was started in mid-August 2022. Redstone was afforded the opportunity to provide additional information, including a list of previous projects, to substantiate their stated years of experience and their capacity and experience to satisfactorily perform the type of work associated with this project. Redstone ultimately did not provide a list of previous projects. As a result, staff was unable to verify Redstone's experience and familiarity with the type of work associated with this project and deemed them to be non-responsible.

Therefore, staff recommends approval of an agreement with D. A. Wood Construction Inc., of Oakdale, CA, as the lowest responsive, responsible bidder with a bid amount of \$2,088,783.00.

Per contract documents, the contractor is allowed ten (10) days after the date of the City's mailing him/her the Agreement and the Notice of Award to return the signed Agreement along with required bonds and certificate of insurance. The City will then review the submittal for adequacy, execute the Agreement, and issue a Notice to Proceed. The Contractor is required to start work no later than ten (10) working days after Notice to Proceed has been issued. Based on this timeline, anticipated start of work will be the week of October 10, 2022.

However, there are certain issues that may result in delays:

- Supply issues may arise as related to availability and lead time for sanitary sewer pipe and appurtenances.
- Securing the necessary Right-of-Way (ROW) and Temporary Construction Easement (TCE) may impede the ability to construct certain improvements.

Twelve (12) parcels are affected. All parcels involve fee acquisitions and six (6) also require TCE. In consultation with the City Attorney, staff has been proceeding with the acquisition process for ROW and TCE. Under a Professional Services Agreement (PSA) approved by the City Manager, DF Engineering, Inc. prepared plats and legal descriptions for ROW dedication and TCE. These documents have been reviewed by GDR Engineering, Inc., acting as the City Surveyor, under their Retainer Agreement with the City. Associated Right of Way Services, Inc. (ARWS), under their Retainer Agreement with the City, is currently performing the appraisal and acquisition services.

In consultation with the City Attorney, staff included in the Bid Documents the following:

*“The project improvements will generally be constructed within existing right-of-way; however, some portions of the proposed pavement, curb & gutter, sidewalk, driveway, and curb ramp improvements are currently located outside existing right-of-way. The City is in the process of acquiring the right-of-way required to construct these improvements as shown on the Contract Documents. The Contractor shall work with the City to stage the construction schedule to allow the City up to an additional sixty (60) calendar days to complete right-of-way acquisitions prior to construction of improvements outside existing right-of-way. During such time, the Contractor shall hold their bid item unit pricing without adjustment. The time allowed for the completion of such improvements will be extended by a period of time equal to that lost due to the right of way acquisition.*

*If work in those areas affected by the right-of-way acquisition delays the current controlling operation by more than sixty (60) calendar days, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8 1.07, "Delays," of the Caltrans Standard Specifications. No additional compensation will be considered for a delay less than sixty (60) calendar days.*

*The City may cancel the portion of the work affected by the right-of-way acquisition. In the event of cancelation, the Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of cancelation specially ordered for the Project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight,*



*provided Contractor shall take all steps possible to minimize this obligation”*

- Weather and temperature requirements may delay the road reconstruction activities once the sanitary sewer replacement and concrete work have been completed

**4. BASIS FOR RECOMMENDATION:**

- A. Per the Public Contract Code, § 20160 et seq., the City Council has the discretion to decide if a bid shall be awarded or rejected. If Council decides to award the bid, the bid has to be awarded to the lowest responsible bidder submitting a responsive bid.
- B. This action is consistent with Council’s stated goal of utilizing Measure A revenues to expedite road repair projects.

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

The estimated total fiscal impact of the proposed action is \$2,608,521.30 as shown below:

	<b>22-001</b>	<b>22-017</b>
	Road Reconst.	Sewer Repl.
	<b>Fund 115</b>	<b>Fund 410</b>
Construction Contract	\$2,088,783.00	
Approx. Amount per Fund	\$1,195,844.98	\$892,938.02
Construction Contingency per Fund	\$119,584.50	\$89,293.80
CM & Inspection by City staff	-	\$55,000.00
Materials Testing (Quality Assurance)	-	\$20,000.00
CM & Inspection by Mark Thomas	\$235,860.00	-
<b>Sub-Totals</b>	<b>\$1,551,289.48</b>	<b>\$1,057,231.82</b>
<b>Total Estimated Construction Cost</b>	<b>\$2,608,521.30</b>	

Sufficient funds are available in Fund 115 “Measure A – Roads”, account number 115-10-115-51270 and in Fund 410 “Water Quality Control”, account number 410-51-534.51424.

A portion of the pavement reconstruction, between N. Mitchell Avenue and Kenwood Avenue, is within the County Right-of-Way. The County has committed to reimburse the City for the approximate cost of \$31,000. Reimbursement amount will be credited to Fund 115 “Measure A – Roads.”

**6. CITY MANAGER’S COMMENTS:**

Recommend approval.

**7. ENVIRONMENTAL DETERMINATION:**

This action is exempt from CEQA per Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines as this section exempts projects that involve negligible expansion of use of the existing facility. This project includes installing improvements within the current right-of-way to make repairs to an existing improvement.

**8. STAFF RECOMMENDATION:**

Staff recommends awarding bid and approving an Agreement between the City of Turlock and D. A. Wood Construction Inc., of Oakdale, California, in the amount of \$2,088,783.00 to be funded by Fund 115 “Measure A – Roads” and Fund 410 “Water Quality Control” for construction of City Project Nos. 22-001 and 22-017 “Wayside Drive Reconstruction and Sewer Replacement Project.”

**9. ALTERNATIVES:**

- A. Council could reject all bids submitted for this project. Staff does not recommend this alternative as the proposed improvements are needed and funding is available.
- B. Provide staff with direction on how to proceed.

**10. ATTACHMENTS:**

- A. Resolution awarding bid and approving an Agreement between the City of Turlock and D. A. Wood Construction Inc., of Oakdale, CA, for construction of City Project Nos. 22-001 and 22-017 "Wayside Drive Reconstruction and Sewer Replacement Project"
- B. Bidder’s Summary for construction of City Project Nos. 22-001 and 22-017 "Wayside Drive Reconstruction and Sewer Replacement Project"
- C. Agreement between the City of Turlock and D. A. Wood Construction Inc., of Oakdale, CA, for construction of City Project Nos. 22-001 and 22-017 "Wayside Drive Reconstruction and Sewer Replacement Project"

**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

**IN THE MATTER OF AWARDING BID AND  
 APPROVING AN AGREEMENT WITH D. A.  
 WOOD CONSTRUCTION INC., OF OAKDALE,  
 CALIFORNIA, IN THE AMOUNT OF \$2,088,783.00  
 FOR CONSTRUCTION OF CITY PROJECT  
 NOS. 22-001 AND 22-017 "WAYSIDE DRIVE  
 RECONSTRUCTION AND SEWER  
 REPLACEMENT PROJECT" TO BE FUNDED BY  
 FUND 115 "MEASURE A – ROADS" AND  
 FUND 410 "WATER QUALITY CONTROL"**

**RESOLUTION NO. 2022-**

**WHEREAS**, City Project Nos. 22-001 and 22-017 "Wayside Drive Reconstruction and Sewer Replacement Project" will replace the existing 15-inch sanitary sewer and service laterals with a new 18-inch sanitary sewer and service laterals, from Geer Road to Denair Avenue, reconstruct the roadway generally from Geer Road to Pioneer Avenue, and will include installation of curb, gutter, sidewalk, and ADA-compliant curb ramps; and

**WHEREAS**, on August 29, 2022, six (6) bids were received for the construction of City Project Nos. 22-001 and 22-017, with D. A. Wood Construction Inc., of Oakdale, California, submitting the lowest responsive, responsible bid in the amount of \$2,088,783.00; and

**WHEREAS**, the total project cost is estimated to be \$2,608,521.30 which includes the construction contract amount, contingency for potential change orders, and consultant and City engineering staff costs; and

**WHEREAS**, funding is available from Fund 115 "Measure A – Roads", account number 115-10-115-51270 for costs associated with the roadway reconstruction, and from Fund 410 "Water Quality Control", account number 410-51-534.51424 for costs associated with the sewer replacement.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby award bid and approve an Agreement in the amount of \$2,088,783.00 with D. A. Wood Construction Inc., of Oakdale, CA, for City Project Nos. 22-001 and 22-017 "Wayside Drive Reconstruction and Sewer Replacement Project" to be funded by Fund 115 "Measure A – Roads" and Fund 410 "Water Quality Control."

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13<sup>th</sup> day of September, 2022, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



42	Curb Ramp (Labor Only)	EA	14	\$1,700.00	\$23,800.00	\$1,500.00	\$21,000.00	\$1,200.00	\$16,800.00	\$750.00	\$10,500.00	\$370.00	\$5,180.00	\$800.00	\$11,200.00	\$1,500.00	\$21,000.00
43	Storm Drain Catch Basin (SD-1)	EA	2	\$3,800.00	\$7,600.00	\$4,500.00	\$9,000.00	\$7,500.00	\$15,000.00	\$3,600.00	\$7,200.00	\$7,600.00	\$15,200.00	\$5,475.00	\$10,950.00	\$3,600.00	\$7,200.00
44	Reset Fence (Chainlink)	LF	201	\$35.00	\$7,035.00	\$30.00	\$6,030.00	\$83.00	\$16,683.00	\$65.00	\$13,065.00	\$65.00	\$13,065.00	\$71.06	\$14,283.06	\$64.00	\$12,864.00
45	Thermoplastic Striping (Detail 1)	LF	1,565	\$3.00	\$4,695.00	\$3.00	\$4,695.00	\$2.00	\$3,130.00	\$2.00	\$3,130.00	\$2.00	\$3,130.00	\$2.16	\$3,380.40	\$2.00	\$3,130.00
46	Thermoplastic Striping (Detail 22)	LF	1,095	\$3.00	\$3,285.00	\$5.00	\$5,475.00	\$4.00	\$4,380.00	\$4.00	\$4,380.00	\$4.00	\$4,380.00	\$4.32	\$4,730.40	\$4.00	\$4,380.00
47	Thermoplastic Striping (12" Stop Bar)	LF	202	\$5.00	\$1,010.00	\$5.00	\$1,010.00	\$5.00	\$1,010.00	\$4.00	\$808.00	\$4.00	\$808.00	\$4.32	\$872.64	\$4.00	\$808.00
48	Thermoplastic Pavement Markings (White Crosswalk)	SF	290	\$8.00	\$2,320.00	\$5.00	\$1,450.00	\$4.00	\$1,160.00	\$4.00	\$1,160.00	\$4.00	\$1,160.00	\$4.32	\$1,252.80	\$4.00	\$1,160.00
49	Thermoplastic Pavement Markings (White)	SF	275	\$10.00	\$2,750.00	\$6.00	\$1,650.00	\$6.00	\$1,650.00	\$5.00	\$1,375.00	\$5.00	\$1,375.00	\$5.40	\$1,485.00	\$5.00	\$1,375.00
50	Pavement Marker (Type BB)	EA	3	\$30.00	\$90.00	\$35.00	\$105.00	\$30.00	\$90.00	\$25.00	\$75.00	\$25.00	\$75.00	\$27.00	\$81.00	\$25.00	\$75.00
51	Paint Existing Curb	LF	455	\$10.00	\$4,550.00	\$4.00	\$1,820.00	\$3.00	\$1,365.00	\$3.00	\$1,365.00	\$3.00	\$1,365.00	\$3.24	\$1,474.20	\$3.00	\$1,365.00
52	Remove Existing Sign	EA	2	\$50.00	\$100.00	\$250.00	\$500.00	\$250.00	\$500.00	\$400.00	\$800.00	\$150.00	\$300.00	\$350.00	\$700.00	\$150.00	\$300.00
53	Install Sign (R1-1)	EA	1	\$200.00	\$200.00	\$650.00	\$650.00	\$465.00	\$465.00	\$450.00	\$450.00	\$450.00	\$450.00	\$486.00	\$486.00	\$450.00	\$450.00
54	Install Sign (W14-1)	EA	1	\$200.00	\$200.00	\$650.00	\$650.00	\$465.00	\$465.00	\$450.00	\$450.00	\$450.00	\$450.00	\$486.00	\$486.00	\$450.00	\$450.00
55	Reset Sign Panel (Street Name)	EA	2	\$75.00	\$150.00	\$400.00	\$800.00	\$350.00	\$700.00	\$335.00	\$670.00	\$335.00	\$670.00	\$361.80	\$723.60	\$335.00	\$670.00
56	Traffic Signal Intersection Loop Detectors	LS	1	\$900.00	\$900.00	\$6,500.00	\$6,500.00	\$6,700.00	\$6,700.00	\$4,895.00	\$4,895.00	\$5,000.00	\$5,000.00	\$5,385.00	\$5,385.00	\$5,000.00	\$5,000.00
Total =					\$1,641,430.00	\$1,661,796.00	\$2,088,783.00	\$2,157,706.00	\$2,229,292.20	\$2,254,322.67	\$2,388,472.50						

Bid rejected. Bidder did not provide a list of completed projects.	Apparent responsive and responsible low bidder.
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## AGREEMENT

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### FOR PUBLIC IMPROVEMENT

**Project Nos. 22-001 and 22-017**

### **Wayside Drive Reconstruction and Sewer Replacement**

**THIS PUBLIC IMPROVEMENT AGREEMENT** (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and D. A. WOOD CONSTRUCTION INC., a private corporation (“Contractor”), on this 13th day of September 2022 (the “Effective Date”). City and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

### RECITALS

- A. City seeks a duly qualified and licensed firm experienced in the construction of City Project Nos. 22-001 and 22-017 "Wayside Drive Reconstruction and Sewer Replacement" (the “Project”).
- B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.
- C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).
- D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
- E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on September 13, 2022, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

## AGREEMENT

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

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. General Conditions, Supplementary Conditions, and Special Provisions of the City of Turlock for City Project Nos. 22-001 and 22-017 "Wayside Drive Reconstruction and Sewer Replacement";
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required by the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

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

**2. Term.** The Contract shall be effective as of the Effective Date first stated above. Contractor shall not commence work on the Project until it has been given notice by City (“Notice to Proceed”). The Contract shall terminate one (1) year(s) after City accepts Contractor’s performance of the Services by recording a Notice of Completion with the County of Stanislaus Clerk Recorder (the “Term”), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

**3. Scope of Work.**

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

(b) *Modification.* City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in Section 4 of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to



this Section ; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "**General Conditions and Special Provisions for City Project Nos. 22-001 and 22-017 "Wayside Drive Reconstruction and Sewer Replacement"**." The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

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

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

**4. Contract Price.** City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed **Two Million Eighty-Eight Thousand Seven Hundred Eighty-Three Dollars and no/100<sup>th</sup> Dollars (\$2,088,783.00)** (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

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

**5. Time for Performance.** The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **ninety-five (95)** working days (the “Completion Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

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

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

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

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

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

omissions of Contractor. If Contractor's performance of the Services is delayed by an excusable delay, the Completion Date shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

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

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

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

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

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

If the Contract is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Contract may have been suspended, as herein above provided, the City Council may further suspend the Contract, or either Party hereto may, without incurring any liability, elect to declare the Contract terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor

shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Contract Price for such portion of the Contract as may have been performed; or

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

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

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Completion Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Three Thousand and no/100ths Dollars (\$3,000.00)** for each calendar day beyond the Completion Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Completion Date. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Completion Date shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date.

## 6. Termination.

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

however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

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

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

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

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

City Engineer finds that satisfactory progress is being made and the Project's critical path of work are on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5 percent (5%) as specified above. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of recordation of the Notice of Completion, pursuant to Section 2 of this agreement, and not later than sixty (60) days from the "completion" of the Services as said term is defined in Public Contract Code section 7107(c).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If a death, serious personal injury or substantial property damage occurs in connection with the performance of the Contract, Contractor shall immediately notify City's risk manager by telephone. If any accident occurs in connection with the Contract, Contractor shall promptly submit a written



report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools, or materials were involved.

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

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

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

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

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

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

**17. Indemnification:**

(a) *Indemnity for Professional Liability.* When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers ("City's Agents") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor or its subcontractors are responsible for such damages, liabilities and costs on a comparative basis of fault between Contractor or its subcontractors and City in the performance of

professional services under the Contract. Contractor shall not be obligated to defend or indemnify City for City's own negligence or for the negligence of others.

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

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

(a) *General Liability Insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. Contractor's general liability policies shall be primary and not seek contribution from City's coverages and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required. The policy shall contain, or be endorsed to contain, the following provisions:

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

Protective Liability policy providing both ongoing operations and completed operations coverage.

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

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00). 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 (\$2,000,000.00) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* Not Required.

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

(f) *Professional Liability Insurance.* When applicable, Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with the Contract, in the minimum amount of One Million Dollars (\$1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by the Contract.

(g) *Deductibles and Self-Insured Retentions.* Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1)

the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City's Agents; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

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

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

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

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

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

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

When the Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs, and other written or graphic material, however produced, that it received from City or

City's Agents, in connection with the performance of its Services under the Contract. All materials shall be returned in the same condition as received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All administrative remedies required under Section 9 of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this Section 23.

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

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

If to City:

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

With courtesy copies to:

**City of Turlock  
Attn: George A. Petrulakis, City Attorney  
156 S. Broadway, Suite 240  
Turlock, CA 95380**

If to Contractor:

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

If to Contractor’s Sureties:

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

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

Fred Pezeshk, P.E.  
Roads Program Manager  
156 S. Broadway, Suite 150  
Turlock, California 95380  
Telephone: (209) 668-5520  
Email: fpezeshk@turlock.ca.us

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

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

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

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

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

between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

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

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

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

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

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

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

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

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

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

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



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

**43. Recitals:** The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 43 of this Agreement, Sections 1 through 43 shall prevail.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, two identical counterparts of this agreement, consisting of a total of 38 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

**D. A. WOOD CONSTRUCTION INC.**,  
a private corporation

**CITY OF TURLOCK, a municipal corporation**

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

By: \_\_\_\_\_  
Reagan M. Wilson, City Manager

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

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

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

APPROVED AS TO SUFFICIENCY:

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

By: \_\_\_\_\_  
Dan Madden, Interim Public Works Director

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

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

\_\_\_\_\_

By: \_\_\_\_\_  
George A. Petrulakis, City Attorney

DIR Registration Number:

ATTEST:

\_\_\_\_\_

Attach Contractor's Seal Here

By: \_\_\_\_\_  
Julie Christel, City Clerk

**EXHIBIT A  
CONTRACTOR'S PROPOSAL FOR SERVICES**

**PROPOSAL**

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Project No. 22-001 and 22-017

**Wayside Drive Reconstruction and Sewer Replacement Project**

City of Turlock, California

DATED: 8/28/2022

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

NAME OF BIDDER: D. A. Wood Construction Inc.

BUSINESS ADDRESS: 963 Shepard Court Oakdale, CA 95361

PLACE OF RESIDENCE: 963 Shepard Court Oakdale, CA 95361

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

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

- (a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

## PROPOSAL SUBMITTAL CHECKLIST

The bidder shall provide a complete proposal in a sealed envelope before 2:00 pm local on \_\_\_\_, xx/xx/2022 at the address shown on the cover sheet of these specifications.

FAILURE TO PROVIDE ALL THE REQUIRED DOCUMENTS LISTED IN THE TABLE BELOW MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE.

<b>Complete Proposal</b>	<b>Page No.</b>
<input type="checkbox"/> PROPOSAL AND BIDDING FORM .....	5-1
<input type="checkbox"/> AFFIDAVIT .....	13
<input type="checkbox"/> INFORMATION REQUIRED OF BIDDER .....	14-15
<input type="checkbox"/> BIDDER'S BOND .....	16-17
<input type="checkbox"/> LIST OF SUBCONTRACTORS .....	18

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

**BIDDING FORM**

City of Turlock is hereinafter called the Owner.

**BIDDER:** D. A. Wood Construction Inc.

The work to be done and referred to herein is in City of Turlock and in Stanislaus County, State of California. It is shown on a set of Plans, entitled: "Wayside Drive Reconstruction and Sewer Replacement Project" and is to be constructed in accordance with the Project Specifications and contract documents attached hereto by reference.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

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

<b>Addendum No.</b>	<b>Addendum Date</b>
<u>1</u>	<u>8-12-2022</u>
<u>2</u>	<u>8-19-2022</u>
<u>3</u>	<u>8-23-2022</u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and became familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

The undersigned, as Bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the Plans and Specifications referred to, the referenced proposed contract, and the Bidder proposes and agrees that, if this proposal is accepted, he will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements as therein set forth, and that he will take in full payment therefor the following unit prices as set forth in the Bid Schedule below.

**CITY OF TURLOCK  
WAYSIDE DRIVE RECONSTRUCTION AND SEWER REPLACEMENT PROJECT**

**BID SCHEDULE**

Item	Description	Quantity	Unit	Unit Price	Total
<b>General</b>					
1.	Mobilization/Demobilization, Bonds, Insurance, and Permits	1	LS	\$ <u>132000</u>	\$ <u>132000</u>
2.	Pothole Existing Utilities	1	LS	\$ <u>42500</u>	\$ <u>42500</u>
3.	Storm Water Pollution Prevention Plan	1	LS	\$ <u>6500</u>	\$ <u>6500</u>
4.	Erosion Control BMPs	1	LS	\$ <u>9500</u>	\$ <u>9500</u>
5.	Construction Stakes, Lines and Grades	1	LS	\$ <u>16000</u>	\$ <u>16000</u>
6.	Materials Testing	1	LS	\$ <u>34500</u>	\$ <u>34500</u>
7.	Portable Message Signs	2	EA	\$ <u>3500</u>	\$ <u>387000</u> <i>282</i>
<b>SEWER IMPROVEMENTS (PACKAGE 1)</b>					
8.	Temporary Traffic Control	1	LS	\$ <u>36500</u>	\$ <u>36500</u>
9.	24-Inch PVC SDR-26 Green Storm Drain Pipe	26	LF	\$ <u>475</u>	\$ <u>12350</u>
10.	48-Inch Sanitary Sewer Manholes	7	EA	\$ <u>6500</u>	\$ <u>45500</u>
11.	6-Inch SDR-26 Green Sanitary Sewer Pipe	51	LF	\$ <u>195</u>	\$ <u>9945</u>
12.	8-Inch SDR-26 Green Sanitary Sewer Pipe	11	LF	\$ <u>245</u>	\$ <u>2695</u>
13.	12-Inch SDR-26 Green Sanitary Sewer Pipe	10	LF	\$ <u>270</u>	\$ <u>2700</u>
14.	18-Inch SDR-26 Green Sanitary Sewer Pipe	1,524	LF	\$ <u>295</u>	\$ <u>434,340</u> <i>47,500</i>
15.	18-inch x 4-inch Wye Fittings	19	EA	\$ <u>2500</u>	\$ <u>7500</u> <i>47,500</i>
16.	Sewer Lateral with Cleanouts	19	EA	\$ <u>1600</u>	\$ <u>30400</u>
17.	Remove and Dispose of Existing Sanitary Sewer Manhole	5	EA	\$ <u>2100</u>	\$ <u>10,500</u>

Item	Description	Quantity	Unit	Unit Price	Total
18.	Remove and Dispose of Existing Sanitary Sewer Pipe	2,130	LF	\$ <u>27</u>	\$ <u>57,510</u>
19.	Cold Mix Asphalt	3,060	LF	\$ <u>14</u>	\$ <u>42,840</u> -
20.	Hot Mix Asphalt	12	TON	\$ <u>625</u>	\$ <u>7,500</u>
21.	Class 2 Aggregate Base	339	TON	\$ <u>80</u>	\$ <u>27,120</u>
22.	Miscellaneous Facilities and Operations	1	LS	\$ <u>19,500</u>	\$ <u>19,500</u>
<b>STREET IMPROVEMENTS (PACKAGE 2)</b>					
23.	Construction Project Signs (Double Sided)	2	EA	\$ <u>1,250</u>	\$ <u>2,500</u>
24.	Temporary Traffic Control	1	LS	\$ <u>55,000</u>	\$ <u>55,000</u>
25.	Clearing and Grubbing	1	LS	\$ <u>12,200</u>	\$ <u>12,200</u>
26.	Remove Existing Asphalt Concrete (AC) Pavement and Base	1,490	CY	\$ <u>84</u>	\$ <u>125,160</u>
27.	Pavement Underlying Base Repair (Revocable Item)	565	SF	\$ <u>6</u>	\$ <u>3,390</u>
28.	Remove Existing Curb and Gutter	1,132	LF	\$ <u>4.50</u>	\$ <u>5,094</u>
29.	Remove Existing Driveway/Sidewalk	4,311	SF	\$ <u>4-</u>	\$ <u>17,244</u>
30.	Remove Existing Valley Gutter	885	SF	\$ <u>5-</u>	\$ <u>4,425</u>
31.	Remove Existing Catch Basin	2	EA	\$ <u>2,500-</u>	\$ <u>5,000</u>
32.	Adjust Frames and Covers to Grade (SSMH)	12	EA	\$ <u>1,000-</u>	\$ <u>27,000</u> <sup>12,000</sup>
33.	Adjust Frames and Covers to Grade (SDMH)	5	EA	\$ <u>1,000-</u>	\$ <u>4,000</u> <sup>5,000</sup>
34.	Adjust Water Valve Boxes to Grade	27	EA	\$ <u>1,000</u>	\$ <u>27,000</u>
35.	Adjust Gas Valve Boxes to Grade	4	EA	\$ <u>1,000</u>	\$ <u>4,000</u>
36.	Adjust Survey Monument Cover to Grade	1	EA	\$ <u>1,700</u>	\$ <u>1,700</u>
37.	HMA (Type A)	3,085	TON	\$ <u>151-</u>	\$ <u>465,835</u>
38.	Minor Concrete (Curb and Gutter - C-1)	1,132	LF	\$ <u>59-</u>	\$ <u>66,788</u>

This proposal must be accompanied by a Bid Security in the form of Cash, Certified Check or Bid Bond in an amount equal to at least ten percent (10%) of the amount of the base bid.

The names of all persons interested in the foregoing proposals as principals are as follows:

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

D.A. Wood Construction Inc.

Danny A Wood Jr, President, Kristine T. Wood Secretary

Treasurer and Manager, Danny A Wood Jr.

Licensed in accordance with an act providing for the registration of Contractors,

Class A License No. 816079

Bidder's DIR Registration Number: 1000001617

By  Signature of Bidder  Dated

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

**BIDDER'S INFORMATION:**

BUSINESS ADDRESS: 963 Shepard Court Oakdale, CA 95361

MAILING ADDRESS: 963 Sheppard Court Oakdale, CA 95361

BUSINESS PHONE: (209) 491-4970

CONTACT NAME: Danny A Wood Jr.

CONTACT EMAIL: estimating@dawoodinc.com

**Basis of Comparison of Bids:** Bids will be compared on the basis of the Base Bid amount exclusive of alternates. The project will be awarded to the lowest responsible, responsive bidder.

Bids are required for the entire work. The Bidder shall set forth for each item of work, in clearly legible figures, total for the item in the respective spaces provided for this purpose. If the total cost of any item, or the total bid, is inconsistent with the Unit Price, or the sum of the Unit Prices, the sum of the extended Unit Prices shall prevail.



**Abandonment of the Contract:** If this proposal shall be accepted and the undersigned Bidder shall fail to contract, as aforesaid, and to give the required Performance and Payment bonds in the sums to be determined in accordance with the Specifications, with surety as required by the Specifications, within ten (10) days not including Sundays and legal holidays, after the Bidder has received notice of award of the contract, the Owner, at its option, may determine that the Bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof may be declared be null and void, and the forfeiture of such Security accompanying this proposal shall operate and said Security shall be the property of the Owner.

ABBREVIATIONS USED IN ENGINEER'S ESTIMATE AND PROPOSAL SHEETS

CY	-	Cubic Yard(s)	(F)	-	Final Pay Quantity*
EA	-	Each	(S-F)	-	Specialty Item and Final Pay Quantity*
LF	-	Linear Foot (Feet)	SF	-	Square Foot (Feet)
LS	-	Lump Sum	TN	-	Ton(s)

\*Bid Items noted as being Final Pay Quantity will be handled in accordance with Section 01 20 00 – Measurement & Payment.

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

**ADDENDA**

No. <u>1</u>	Date <u>8-12-2022</u>	Signed 
No. <u>2</u>	Date <u>8-19-2022</u>	Signed 
No. <u>3</u>	Date <u>8-23-2022</u>	Signed 
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____

**CONTRACTOR:** D. A. Wood Construction Inc.

COMPANY'S NAME: D. A. Wood Construction Inc.

BY: Danny A Wood Jr.

ADDRESS: 963 Sheppard Court  
(Number) (Street)  
Oakdale, CA 95361  
(City) (State) (ZIP)

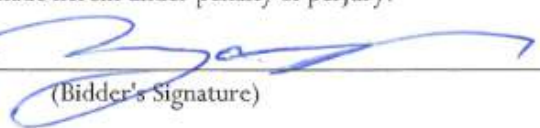

CONTRACTOR'S PHONE #: 209-491-4970

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

D. A. Wood Construction Inc., Contractor's License # 816079, Class A  
(Company's Name)

Expires 12-31-2022. DIR #: 1000001617

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

X    
(Bidder's Signature) (Date)

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

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

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

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

**EXHIBIT B**  
**PAYMENT BY FORCE ACCOUNT**

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

**A. Labor.** Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a fifteen percent (15%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

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

The fifteen percent (15%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

- (a) Home office overhead
- (b) Field office overhead
- (c) Bond costs
- (d) Profit
- (e) Labor liability insurance

- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

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

1. A fifteen percent (15%) markup is added;
2. Supplier discounts are subtracted whether the Contractor takes them or not;
3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
  - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
  - 4.2 Current wholesale price for those materials;
5. If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
  - 5.1 During that period
  - 5.2 In the quantities used

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

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. Fifteen percent (15%) percent markup.

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

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

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:

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

Equipment rental rates include the cost of:

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

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

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

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

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed

2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
  - 3.1. Hourly rates are paid in 1/2-hour increments
  - 3.2. Daily rates are paid in 1/2-day increments

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

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

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

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

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

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

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

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

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

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

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

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

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

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

Business Phone: (    ) \_\_\_\_\_



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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the “Principal,” a contract for **Project No. «Project\_Number»**, “«Project\_Name\_1» «Project\_Name\_2»”; and,

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

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

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

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

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

[Signatures on Following Page]

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

(Corporate Seal)

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

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

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

Address \_\_\_\_\_

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

\_\_\_\_\_

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

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

(Seal)

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

Approved as to form:

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

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to \_\_\_\_\_, hereinafter designated as the “Principal”, a contract for **Project No. «Project\_Number»**, “«Project\_Name\_1» «Project\_Name\_2»”; and

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

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

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

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

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

*[Signatures on Following Page]*

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

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

(Attach Notarial Acknowledgment)

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

(Attach Notarial Acknowledgment)

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

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

Approved as to form:

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

# **City Council Staff Report**

## **September 13, 2022**



---

From: Dale Goodman, Municipal Services Director

Prepared by: Nicole Mann, Staff Services Assistant

Agendized by: Reagan M. Wilson, City Manager

**1. ACTION RECOMMENDED:**

Resolution: Awarding RFB No. 22-017 and approving an Agreement with Central Valley Concrete, Inc. for the supply of Aggregate, Asphaltic Concrete, and Related Materials at various City locations for a period of one (1) year, with an option to extend the Agreement for three (3) additional one-year terms, in an annual amount not to exceed \$60,000, for a total not-to-exceed amount of \$240,000, over the 4-year term of the Agreement, if all renewal periods are exercised.

**2. SYNOPSIS:**

Awarding RFB No. 22-017 and approving an Agreement with Central Valley Concrete, Inc. for the supply of Aggregate, Asphaltic Concrete and Related Materials at various City locations.

**3. DISCUSSION OF ISSUE:**

Multiple divisions within the Municipal Services Department perform tasks that require the use of aggregate, asphaltic concrete, and related materials. Approving this agreement will ensure the continuation of projects throughout the City to provide street lighting, traffic signal operation, drinking water, and wastewater treatment.

The Purchasing Office issued Request for Bid (RFB) 22-017 for the supply of aggregate, asphaltic concrete and related materials for various City locations on an "as needed basis". Multiple vendors were solicited as only two (2) vendors submitted bids.

Staff is recommending an authorization to award Contract No. 2023-030 with Central Valley Concrete, Inc. of, Merced CA, as the lowest responsive and responsible bidder meeting all specifications and requirements. Among the items mentioned in the bid results sand, aggregate base and other materials are most commonly used

by city personnel for fixing roads, water and sewer mains repairs, street light poles and projects at the water quality control facility. The bid recap is shown below:

<b>BID RESULTS 22-017</b>				<b>Green Dream International LLC</b>	<b>Central Valley Concrete &amp; Trucking</b>
Item	Quantity/Unit	Description	Unit Price		Unit Price
1	TN	SAND	\$ 34.76		\$ 23.50
<b>GROUP II - ROCK</b>					
Item	Quantity/Unit	Description	Unit Price		Unit Price
2	TN	1½" Drain Rock	\$ 35.37		\$ 24.00
<b>GROUP III - AGGREGATES BASE</b>					
Item	Quantity/Unit	Description	Unit Price		Unit Price
3	TN	¾"	\$ 32.45		\$ 23.00
<b>GROUP IV - OTHER DIRTY MATERIAL</b>					
Item	Quantity/Unit	Description	Unit Price		Unit Price
4	TN	CONCRETE/FILL/SAND	\$ 32.42		\$ 21.50
<b>GROUP VI - ASPHALTIC CONCRETE</b>					
<b>MC CUTBACK AND SC OIL MIX (MC AND SC-70, 250, 800, 3000)</b>					
Item	Quantity/Unit	Description	Unit Price		Unit Price
5	TN	¾" MAXIMUM SIZE	\$ 106.70		\$ 130.00
6	TN	½" MAXIMUM SIZE	\$ 107.80		\$ 130.00
7	TN	⅜" MAXIMUM SIZE	\$ 111.10		\$ 130.00

**4. BASIS FOR RECOMMENDATION:**

- A. Staff is recommending that the contract for RFB 22-017 for the supply of aggregate, asphaltic concrete, and related materials at various City locations be awarded to Central Valley Concrete, Inc., being the lowest bidder meeting

all specifications and requirements for a period of one (1) year, with the option to extend for three (3) additional one-year terms, in an annual amount not to exceed \$60,000.

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

The services to be provided under the proposed agreement are utilized by Electrical/Mechanical, Utilities, and Water Quality Control Divisions. Various general ledger accounts are used, depending on the department in need of aggregate, asphaltic concrete, and related materials. Each department has appropriate funding budgeted for these materials.

**6. CITY MANAGER'S COMMENTS**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

NA

**8. ALTERNATIVES:**

A. Do not approve the Agreement. This alternative is not recommended, as these materials are needed in order for staff to complete projects that ensure the continuation of services.

**9. ATTACHMENTS:**

- A. Draft Resolution
- B. Proposal
- C. Agreement

**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

**RESOLUTION NO. 2022-**

**IN THE MATTER OF AWARDING RFB }  
NO. 22-017 AND APPROVING AN }  
AGREEMENT WITH CENTRAL VALLEY }  
CONCRETE, INC. FOR THE SUPPLY OF }  
AGGREGATE, ASPHALTIC CONCRETE, AND }  
RELATED MATERIALS AT VARIOUS CITY }  
LOCATIONS FOR A PERIOD OF ONE (1) }  
YEAR, WITH AN OPTION TO EXTEND }  
THE AGREEMENT FOR THREE (3) }  
ADDITIONAL ONE-YEAR TERMS, IN AN }  
ANNUAL AMOUNT NOT TO EXCEED }  
\$60,000, FOR A TOTAL NOT-TO-EXCEED }  
AMOUNT OF \$240,000, OVER THE 4-YEAR }  
TERM OF THE AGREEMENT, IF ALL }  
RENEWAL PERIODS ARE EXERCISED. }**

---

**WHEREAS**, the Purchasing Office issued Request for Bid (RFB) 22-017 for the supply of aggregate, asphaltic concrete and related materials on an “as needed basis”; and

**WHEREAS**, although multiple vendors were solicited only two (2) vendors submitted bids; and

**WHEREAS**, of the seven items listed in the bid results, sand, aggregate base, and other materials are most frequently utilized by city staff for fixing roads, repairing water and sewer mains, replacing street light poles, and projects at the water quality control facility; and

**WHEREAS**, the Municipal Services Electrical/Mechanical, Utilities and Water Quality Control divisions will make use of the proposed agreement; and

**WHEREAS**, each department has funding allocated for aggregate, asphaltic concrete, and related materials.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock awarding RFB No. 22-017 and approving an Agreement with Central Valley Concrete, Inc. for the supply of Aggregate, Asphaltic Concrete, and Related Materials at various City locations for a period of one (1) year, with an option to extend the Agreement for three (3) additional one-year terms, in an annual amount not to exceed \$60,000, for a total not-to-exceed amount of \$240,000, over the 4-year term of the Agreement, if all renewal periods are exercised.



**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2022, by the following vote.

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

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

**Exhibit A**

**Proposal for Providing Aggregates, Asphaltic Concrete, and Related Materials**

Name of Firm: Central Valley Concrete and Trucking

Contact Person(s): Edward Ramsey

Address: 3823 N. Highway 59 Merced, CA 95348

Phone: 209-723-8848 Fax: 209-384-2395

Email (if applicable): edward@centralvalleyconcrete.com

*Proposal calls for prevailing wage rate*

<b>GROUP I - CONCRETE AGGREGATES</b>			
ITEM	QUANTITY/UNIT	DESCRIPTION	UNIT PRICE
1	TN	SAND	\$ 23.50
<b>GROUP II - ROCK</b>			
ITEM	QUANTITY/UNIT	DESCRIPTION	UNIT PRICE
2	TN	1 1/2" Drain Rock	\$ 24.00
<b>GROUP III - AGGREGATES BASE</b>			
ITEM	QUANTITY/UNIT	DESCRIPTION	UNIT PRICE
3	TN	3/4"	\$ 23.00
<b>GROUP IV - OTHER DIRTY MATERIAL</b>			
ITEM	QUANTITY/UNIT	DESCRIPTION	UNIT PRICE
4	TN	Concrete/Fill/Sand	\$ 21.50
<b>GROUP VI - ASPHALTIC CONCRETE</b>			
<b>MC CUTBACK AND SC OIL MIX (MC AND SC-70, 250, 800, 3000)</b>			
ITEM	QUANTITY/UNIT	DESCRIPTION	UNIT PRICE
5	TN	3/4" Maximum Size	\$ 130
6	TN	1/2" Maximum Size	\$ 130
7	TN	3/8" Maximum Size	\$ 130

All materials must be delivered by vendor, are you able to deliver the above materials? Yes

Does your company have a mixer trailer with the following capacity?

1 Yard? Yes  No  Up to 1 3/4 yard? Yes  No



**AGREEMENT FOR SERVICES**  
**between**  
**THE CITY OF TURLOCK**  
**and**  
**AGGREGATE, ASPHALTIC CONCRETE, & RELATED MATERIALS for**  
**CONTRACT NO. 2023-30**

---

**THIS AGREEMENT** is made this 13th day of September, 2022, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **CENTRAL VALLEY CONCRETE & TRUCKING**, a California company, hereinafter referred to as "SUPPLIER."

**WITNESSETH:**

**WHEREAS**, CITY has a need for aggregate, asphaltic concrete, and related materials on an "As-Needed" basis; and

**WHEREAS**, SUPPLIER has represented itself as duly trained, qualified, and experienced to provide such Products/Service, hereinafter referred to as "Services."

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**1. SCOPE OF WORK:** SUPPLIER shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such Services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. SUPPLIER shall provide Services that are acceptable to CITY.

**2. PERSONNEL AND EQUIPMENT:** SUPPLIER shall provide all personnel needed to accomplish the Services hereunder. SUPPLIER shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as SUPPLIER shall reasonably require to accomplish the Services.

**3. SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

**4. COMPENSATION:** CITY agrees to pay SUPPLIER in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed Sixty Thousand and No/100<sup>ths</sup> Dollars (\$60,000). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: SUPPLIER shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each City Council meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to SUPPLIER within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to SUPPLIER within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

**5. TERM OF AGREEMENT:** This Agreement shall become effective September 13, 2022 and end September 13, 2023, subject to CITY's availability of funds.

**6. EXTENSION OF AGREEMENT:** CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager to SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SUPPLIER 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 SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is

not acceptable.

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

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

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

(c) **Auto Insurance:** SUPPLIER 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 SUPPLIER owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) **Builder's Risk Insurance:** Upon commencement of construction and with approval of City, SUPPLIER 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. SUPPLIER shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City (Intentionally Omitted).

(e) SUPPLIERs Pollution Insurance: Pollution Coverage shall be provided on a SUPPLIERs 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.

(f) Professional Liability Insurance: When applicable, SUPPLIER 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 SUPPLIER agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

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

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

(i) 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.

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

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

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

(m) Surety Bonds: SUPPLIER shall provide a Performance Bond and a Payment Bond.

## **8. INDEMNIFICATION:**

**Indemnity for Professional Liability:** When the law establishes a professional standard of care for SUPPLIER's Services, to the fullest extent permitted by law, SUPPLIER 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 SUPPLIER (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the SUPPLIER (and its Subcontractors) and the CITY in the performance of professional services under this Agreement. SUPPLIER 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, SUPPLIER shall indemnify, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by SUPPLIER or by any individual or agency for which SUPPLIER is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of SUPPLIER.

**9. INDEPENDENT SUPPLIER RELATIONSHIP:** All acts of SUPPLIER, its agents, officers, and employees and all others acting on behalf of SUPPLIER relating to the performance of this Agreement, shall be performed as independent SUPPLIERS and not as agents, officers, or employees of CITY. SUPPLIER, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. SUPPLIER has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of SUPPLIER. It is understood by both SUPPLIER and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

SUPPLIER, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent SUPPLIERS and not as employees of CITY.

SUPPLIER shall determine the method, details and means of performing the work and Services to be provided by SUPPLIER under this Agreement. SUPPLIER shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the SUPPLIER in fulfillment of this Agreement. SUPPLIER has control over the manner and means of performing the Services under this Agreement. SUPPLIER is permitted to provide services to others during the same period service is provided to CITY under



this Agreement. If necessary, SUPPLIER has the responsibility for employing other persons or firms to assist SUPPLIER in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by SUPPLIER, such persons shall be entirely and exclusively under the direction, supervision, and control of SUPPLIER. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the SUPPLIER.

It is understood and agreed that as an independent SUPPLIER and not an employee of CITY neither the SUPPLIER or SUPPLIER'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that SUPPLIER must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of SUPPLIER'S personnel.

As an independent SUPPLIER, SUPPLIER hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

**11. TERMINATION OF STATED EVENT:**

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of SUPPLIER, (2) legal dissolution of SUPPLIER, or (3) death of key principal(s) of SUPPLIER.

(b) Termination by CITY for Default of SUPPLIER. Should SUPPLIER default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to SUPPLIER. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required Services or duties, willful destruction of CITY's property by SUPPLIER, dishonesty or theft.

(c) Termination by SUPPLIER for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option SUPPLIER may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement

shall include but not be limited to any of the following: failure to cooperate reasonably with SUPPLIER, willful destruction of SUPPLIER's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay SUPPLIER all or any part of the payments set forth in this Agreement on the date due, at its option SUPPLIER may terminate this Agreement if the failure is not remedied within thirty (30) days after SUPPLIER notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of SUPPLIER'S Tax Status. If CITY determines that SUPPLIER does not meet the requirements of federal and state tax laws for independent SUPPLIER status, CITY may terminate this Agreement by giving written notice to SUPPLIER. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, SUPPLIER shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, SUPPLIER shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of SUPPLIER'S work on the project. Further, if CITY so requests, and at CITY's cost, SUPPLIER shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay SUPPLIER an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of SUPPLIER, SUPPLIER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SUPPLIER for that portion of SUPPLIER'S Services which were performed by SUPPLIER on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

**12. CONFORMANCE WITH FEDERAL AND STATE LAW:** All equipment, supplies and services used by SUPPLIER in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

**13. NONDISCRIMINATION:** In connection with the execution of this Agreement, SUPPLIER shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. SUPPLIER shall take affirmative action to ensure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States

and the State of California now in existence or hereafter enacted. Further, SUPPLIER shall comply with the provisions of Section 1735 of the California Labor Code.

**14. TIME:** Time is of the essence in this Agreement.

**15. ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. SUPPLIER shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. SUPPLIER specifically acknowledges that in entering into and executing this Agreement, SUPPLIER relies solely upon the provisions contained in this Agreement and no others. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

**16. OBLIGATIONS OF SUPPLIER:** Throughout the term of this Agreement, SUPPLIER shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SUPPLIER warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the Services contemplated by this Agreement. SUPPLIER further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

**17. OWNERSHIP OF DOCUMENTS:** All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the SUPPLIER for purposes other than this contract without the express prior written consent of CITY.

**18. NEWS AND INFORMATION RELEASE:** SUPPLIER agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

**19. INTEREST OF SUPPLIER:** SUPPLIER warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. SUPPLIER warrants that, in performance of this Agreement, SUPPLIER shall not employ any person having any such interest. SUPPLIER agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

**20. AMENDMENTS:** Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or SUPPLIER to modify the scope of Services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges SUPPLIER may incur in performing such additional services, and SUPPLIER shall not be required to perform any such additional services.

**21. PATENT/COPYRIGHT MATERIALS:** Unless otherwise expressly provided in the contract, SUPPLIER shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. SUPPLIER shall furnish a warranty of such right to use to CITY at the request of CITY.

**22. CERTIFIED PAYROLL REQUIREMENT:** For SUPPLIERS performing field work on public works contracts on which prevailing wages are required, SUPPLIER shall comply with the provisions of the California Labor Code including, but not limited to Section 1776 regarding payroll records, and shall require its subcontractors to comply with that section as may be required by law.

**23. PARTIAL INVALIDITY:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**24. WAIVER:** The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

**25. AUDIT:** CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify SUPPLIER'S charges to CITY under this Agreement.

SUPPLIER agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for SUPPLIER Services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

**26. GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.

**27. HEADINGS NOT CONTROLLING:** Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**28. COMPLIANCE WITH LAWS:** SUPPLIER shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. SUPPLIER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

**29. CITY BUSINESS LICENSE:** SUPPLIER will have a City of Turlock business license.

**30. ASSIGNMENT:** This Agreement is binding upon CITY and SUPPLIER and their successors. Except as otherwise provided herein, neither CITY nor SUPPLIER shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

**31. RECORD INSPECTION AND AUDIT:** SUPPLIER shall maintain adequate records to permit inspection and audit of SUPPLIER's time and material charges under this Agreement. SUPPLIER shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

**32. EXCLUSIVE USE:** Services provided within the scope of this Agreement are for the exclusive use of CITY and SUPPLIER agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by SUPPLIER without the prior written consent of CITY.

**33. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** SUPPLIER shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

**34. NOTICE:** Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

**for SUPPLIER:           CENTRAL VALLEY CONCRETE & TRUCKING**

**ATTN: EDWARD RAMSEY  
3823 N. HIGHWAY 59  
MERCED, CA 95348  
PHONE: (209) 723-8848  
FAX: (209)384-2395  
EMAIL: [edward@centralvalleyconcrete.com](mailto:edward@centralvalleyconcrete.com)**

**for CITY:               CITY OF TURLOCK  
ATTN: CARLOS GUERRERO  
MUNICIPAL SERVICES DEPARTMENT  
156 SOUTH BROADWAY, SUITE 270  
TURLOCK, CALIFORNIA 95380-5454  
PHONE: (209) 668-5590 Ext.4455  
FAX: (209)668-5695  
EMAIL: [cguerrero@turlock.ca.us](mailto:cguerrero@turlock.ca.us)**

**35. CITY CONTRACT ADMINISTRATOR:** The City's contract administrator and contract person for this Agreement is:

Nicole Mann  
Municipal Products  
156 S. Broadway, Suite 270  
Turlock, California 95380-5456  
Telephone: (209) 668-5590 Ext. 4452  
E-mail: [nmann@turlock.ca.us](mailto:nmann@turlock.ca.us)

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

**CITY OF TURLOCK, a municipal corporation**

By: \_\_\_\_\_  
Reagan M. Wilson, City Manager

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

**CENTRAL VALLEY CONCRETE & TRUCKING**

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

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

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

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

APPROVED AS TO SUFFICIENCY:

By: \_\_\_\_\_  
Dale Goodman, Municipal Services Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
George A. Petrulakis, City Attorney

ATTEST:

By: \_\_\_\_\_  
Julie Christel, City Clerk

# City Council Staff Report

## September 13, 2022



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From: Jessie Dhami, Human Resources Director  
Prepared by: Jessie Dhami, Human Resources Director  
Agendized by: Reagan M. Wilson, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Approving an increase to the salary range for Information Technology (IT) Manager from range 34.4 to range 35.8 by approving an amendment to the Salary Schedule of the existing Management Memorandum of Understanding (MOU) adopted by Resolution No. 2021-229 dated November 9, 2021, to include all approved Management salary ranges

### 2. SYNOPSIS:

Adopting a Resolution approving an increase to the salary range for the Information Technology (IT) Manager by 7% to address compaction issues.

Adopting a Resolution approving an amendment to the Salary Schedule of the existing Management Memorandum of Understanding (MOU) previously adopted by Resolution No. 2021-229 dated November 9, 2021, to include all approved Management salary ranges.

### 3. DISCUSSION OF ISSUE:

Staff has determined the need to re-evaluate the salary regarding Information Technology (IT) Manager due to a recent proposed retirement set for the beginning of October 2022. City staff is recommending approval of the proposed resolution to increase the salary by 7%. Currently, the IT Manager makes 3% more than the IT Coordinator position. This compaction issue has developed over time from bargaining unit increases differing from group to group.

In comparing the various classifications within the City between supervisors and managers, there is typically a 30% difference amongst a manager and supervisor. Staff recommends a 7% increase to the current I.T. Manager salary to create a 10% spread between the IT Coordinator and IT Manager salaries.

This would constitute a change in the IT Manager salary range from 34.4 to 35.8, thus creating an "efficient" and effective organization. This recommendation is

reflective of the high demands placed on the IT Manager to ensure successful operations within Information Technology. The IT Manager is responsible to maintain adequate security of City information technology systems and develops security plans to mitigate risk for the City. In addition, the IT Manager is responsible for the policies and procedures related to the use and security of City information technology systems.

With the retirement of the current IT Manager, payout of accrued time still needs to be calculated. At the mid-year budget review, an appropriation will be requested to compensate for that expense and this salary schedule adjustment.

The IT Manager is designated as un-represented for Labor Relations purposes and is considered exempt under the Fair Labor Standards Act (FLSA).

**4. BASIS FOR RECOMMENDATION:**

City Council approval is required for any changes to salary ranges.

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

The recommended salary range change of 7%, from range 34.4 to 35.8 step 5, has an annual fiscal impact of \$9,948. With the retirement of the current IT Manager not being budgeted, staff will request an appropriation for any payout of accrued time and change in salary range at the mid-year budget review, should it be necessary, as there is a projected salary savings due to this upcoming vacancy in the IT Department, until the position is filled.

**6. STAFF RECOMMENDATION:**

Staff recommends the approval of a 7% increase to salary range 34.4 of the Management Schedule of Benefits to 35.8 for the IT Manager to address compaction issues. The recommended salary range is in line with other local agencies, as the City of Turlock's current IT Manager salary is approximately 1.4 % below the average comparators.

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

Recommend Approval

**8. ENVIRONMENTAL DETERMINATION: N/A**

**9. ALTERNATIVES:**

A. Council may choose not to approve the any increase in the salary range for the Information Technology Manager. This option is not recommended as it does



not improve recruitment or retention efforts as it will be difficult to fill this critical position at the current salary range.

**10. ATTACHMENTS:**

- A. Draft Resolution
- B. Management Salary Schedule

**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

**IN THE MATTER OF APPROVING AN INCREASE } RESOLUTION NO. 2022-**  
**TO THE SALARY RANGE FOR INFORMATION }  
 TECHNOLOGY (IT) MANAGER FROM RANGE 34.4 }  
 TO RANGE 35.8 BY APPROVING AN }  
 AMENDMENT TO THE SALARY SCHEDULE }  
 OF THE EXISTING MANAGEMENT }  
 MEMORANDUM OF UNDERSTANDING }  
 ADOPTED BY RESOLUTION NO. 2021-229 }  
DATED NOVEMBER 9, 2021, TO INCLUDE ALL }**

**WHEREAS**, City staff have identified the need to increase the salary range for Information Technology Manager by approving an amendment to the Salary Schedule of the existing Management Memorandum of Understanding adopted by Resolution No. 2021-229 dated November 9, 2021 to include all approved management salary ranges; and

**WHEREAS**, City staff have determined in an effort to address compaction issues they would like to adopt a resolution approving an increase to the salary range for the Information Technology (IT) Manager by 7%; and

**WHEREAS**, the Salary Schedule of the existing Management Memorandum of Understanding previously adopted by Resolution No. 2021-229, dated November 9, 2021, will need to be revised to reflect the increase to include all approved Management salary ranges; and

**WHEREAS**, the City Council is required to approve any changes to salary ranges; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve an increase to the salary range for Information Technology (IT) Manager from range 34.4 to range 35.8 by approving an amendment to the Salary Schedule of the existing Management Memorandum of Understanding adopted by Resolution No. 2021-229 dated November 9, 2021, to include all approved Management salary ranges.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13th day of September 2022, by the following vote:

AYES:  
 NOES:  
 NOT PARTICIPATING:  
 ABSENT:

ATTEST:

---

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

## MANAGEMENT SALARY SCHEDULE FY 2022-2023

	Range	Step 1	Step 1	Step 3	Step 4	Step 5
HUMAN RESOURCE ANALYST SR.	27.7	6914	7260	7624	8005	8406
ADMINISTRATIVE ANALYST PARKS/STREETS & PUBLIC	29.1	7399	7769	8158	8566	8994
FACILITIES SUPERINTENDENT	32.1	8566	8994	9443	9915	10411
RECREATION SUPERINTENDENT	32.1	8566	8994	9443	9915	10411
BUILDING OFFICIAL, CHIEF PUBLIC WORKS SUPERVISOR/ CITY SURVEYOR	34.1	9443	9915	10411	10931	11478
PLANNING MANAGER	34.1	9443	9915	10411	10931	11478
REGULATORY AFFAIRS MGR	34.1	9443	9915	10411	10931	11478
ROADS PROGRAM MANAGER	34.1	9443	9915	10411	10931	11478
TRANSIT MANAGER	34.1	9443	9915	10411	10931	11478
UTILITIES MANAGER	34.1	9443	9915	10411	10931	11478
WQC DIVISION MGR	34.1	9443	9915	10411	10931	11478
HOUSING PROGRAM MANAGER	34.1	9443	9915	10411	10931	11478
INFO TECH MANAGER	34.4	9585	10065	10568	11096	11654
CIVIL ENGINEER, PRINCIPAL	35.1	9915	10411	10931	11478	12052
ACCOUNTANT, PRINCIPAL	35.1	9915	10411	10931	11478	12052
EXECUTIVE ASST TO CM/CITY CLERK	35.1	9915	10411	10931	11478	12052
POLICE SUPPORT OPERATIONS MANAGER	35.1	9915	10411	10931	11478	12052
INFO TECH MANAGER	35.8	10268	10781	11319	11886	12480
CITY ENGINEER	38.1	11478	12052	12655	13288	13952
DEPUTY PUBLIC WORKS DIRECTOR	38.1	11478	12052	12655	13288	13952
HUMAN RESOURCES DIRECTOR	39.1	12052	12655	13288	13952	14650
DEV SERV DIRECTOR	39.1	12052	12655	13288	13952	14650
FINANCE DIRECTOR	39.1	12052	12655	13288	13952	14650
MUNICIPAL SERVICES DIR ECONOMIC DEVELOPMENT DIRECTOR /	39.1	12052	12655	13288	13952	14650
COMMUNICATIONS OFFICER	39.1	12052	12655	13288	13952	14650
PUBLIC WORKS DIRECTOR	39.1	12052	12655	13288	13952	14650
RISK MANAGEMENT DIRECTOR	39.1	12052	12655	13288	13952	14650
FIRE CHIEF	41.1	13288	13952	14650	15383	16151
DEPUTY CITY MANAGER	41.1	13288	13952	14650	15383	16151
POLICE CHIEF	42.1	13952	14650	15383	16151	16959
CITY MANAGER	44.3	15537	16313	17129	17986	18885

# **City Council Staff Report**

## **September 13, 2022**



From: Jessie Dhami, Human Resources Director

Prepared by: Jessie Dhami, Human Resources Director

Agendized by: Reagan Wilson, City Manager

### **1. ACTION RECOMMENDED:**

Resolution: Approving revisions to the job descriptions for Utilities Maintenance Worker, Senior and Utilities Assistant Supervisor

### **2. SYNOPSIS:**

Adopting a Resolution approving revision of the job descriptions for Utilities Maintenance Worker, Senior and Utilities Supervisor Assistant.

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

Staff has determined two job descriptions are out of date and in need of updating. Based on this determination, staff recommends the following changes to each of the job descriptions listed below and provided in Attachments B and C.

In regards to approving modifications to the job description for Utilities Maintenance Worker, Senior, this action is needed as the level of certification in the current job description needs to be updated. Staff is removing the requirement to possess a Water Distribution or Collection System Maintenance Grade III certificate.

In regards to approving modifications to the job description for Utilities Assistant Supervisor, this action is needed as the current job description contains certification requirements at time of hire that need to be updated. Staff is removing the requirement to possess a Water Distribution or Collection System Maintenance Grade III at time of hire but leaves the requirement to obtain the certification within 36 months of hire. Additionally, staff is moving the requirement for the Utilities Assistant Supervisor to possess a Backflow Prevention Assembly Tester certificate from "within 36 months" of hire to "time of hire."

These changes requested are due to the difficulty that the City has had with existing employees obtaining certification and the concern that no internal candidates will qualify with the existing requirements.

Utilities Maintenance Worker, Senior and Utilities Assistant Supervisor are both represented by the Turlock City Employees Association (TCEA); and TCEA has no objection to these revisions.

**4. BASIS FOR RECOMMENDATION:**

City Council approval is required any new and/or modified job description.

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

Fiscal impact: None

**6. STAFF RECOMMENDATION:**

Staff recommends the approval of the revisions to the job descriptions for the Utilities Maintenance Worker, Senior and Utilities Assistant Supervisor.

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

Recommend Approval

**8. ENVIRONMENTAL DETERMINATION: N/A**

**9. ALTERNATIVES:**

Council may choose not to approve the revisions to the job descriptions for the Utilities Maintenance Worker, Senior and Utilities Assistant Supervisor.

**10. ATTACHMENTS:**

- A. Draft Resolution
- B. Utilities Maintenance Worker, Senior job description
- C. Utilities Assistant Supervisor job description

**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

<b>IN THE MATTER OF ADOPTING A RESOLUTION</b>	<b>}</b>	<b>RESOLUTION NO. 2022-</b>
<b>APPROVING REVISION OF THE JOB</b>	<b>}</b>	
<b>DESCRIPTIONS FOR UTILITIES MAINTENANCE</b>	<b>}</b>	
<b>WORKER, SENIOR AND UTILITIES ASSISTANT</b>	<b>}</b>	
<b><u>SUPERVISOR</u></b>	<b>}</b>	

**WHEREAS**, there is a need to modify the job descriptions for Utilities Maintenance Worker, Senior and Utilities Assistant Supervisor due to the difficulty in ensuring existing staff have opportunities to be certified, and the concern that no internal candidates will qualify with the existing requirements; and

**WHEREAS**, the level of certification in the current job description for Utilities Maintenance Worker, Senior needs to be updated by removing the requirement to possess a Water Distribution or Collection System Maintenance Grade III certificate; and

**WHEREAS**, the current job description for Utilities Assistant Supervisor contains certification requirements that need to be updated by removing the requirement to possess a Water Distribution or Collection System Maintenance Grade III at time of hire, but leaves the requirement to obtain the certification within 36 months of hire, and by moving the requirement for the Utilities Assistant Supervisor to possess a Backflow Prevention Assembly Tester certificate from within 36 months of hire to time of hire; and

**WHEREAS**, the Utilities Maintenance Worker, Senior and Utilities Assistant Supervisor are both represented by Turlock City Employees Association (TCEA); and TCEA has reviewed the revised job descriptions and agrees to the modifications to the positions; and

**WHEREAS**, the City Council is required to approve all new job descriptions or modifications to existing job descriptions.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve revisions to the job descriptions for Utilities Maintenance Worker, Senior and Utilities Maintenance Supervisor.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13th day of September 2022, by the following vote:

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

ATTEST:

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



## **UTILITIES MAINTENANCE WORKER, SENIOR**

### **DEFINITION**

To perform advanced journey level work in the construction, maintenance, and repair of the City's sanitary sewer, storm collection system, and water distribution system; and to provide responsible technical staff assistance; and to perform related work as required.

This classification is assigned to the Turlock City Employees Association bargaining unit for labor relations purposes and is subject to overtime, call back, and standby assignments.

### **SUPERVISION RECEIVED AND EXERCISED**

Provides direct and indirect lead field supervision of sewer, storm, and water construction, repair and maintenance personnel.

Receives supervision from the Utilities Supervisor.

**ESSENTIAL FUNCTIONS:** Duties may include, but are not limited to the following:

- Plan, coordinate, and supervise activities and work in conjunction with the Utilities Maintenance Supervisor, relating to the construction, maintenance, repair and upkeep of the water distribution, sewer, and storm systems.
- Inspect and review work of subordinates.
- Assist and train less experienced personnel.
- Prepare and review cost estimates for new service installations and main line extensions.
- Requisition and purchase of materials and supplies; maintain records, inventory and reports.
- Respond to public complaints and requests for service.
- Install shoring and related safety equipment.
- Perform and oversee more complex and difficult work.
- Assist in the development of plans and specifications for new facilities

- Participate in and oversee the operation of preventive maintenance programs designed to prolong the useful life of the sewer and storm systems and the water distribution system.
- Participate and oversee the collection of samples for a variety of routine tests; record and monitor results
- Operate sewer cleaning equipment in emergency conditions.
- Participate in and oversee the maintenance of City water well stations and the flushing program.
- Pour and finish concrete.
- Perform related duties as assigned.
- Operate and oversee the use of closed circuit televising equipment.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

- Advanced journey level methods, materials, and equipment used in the cleaning, construction, repair, and inspection of the sewer, storm, and water distribution systems.
- Advanced journey level knowledge of the City's distribution systems and maps.
- Advanced principles of backflow knowledge and advanced knowledge of potable water system operation and drinking water treatment processes.
- Principles and practices of supervision.
- Safe work practices under hazardous conditions.
- Confined space entry procedures and knowledge of Cal OSHA safety requirements.
- City geography and the municipal street system.
- Principles and practices of effective customer relations.
- Principles and techniques of organization, administration, budget and personnel management.
- Proficient vactor operation.
- Proper use of fittings and couplings.
- Emergency well shut down procedures.
- Basic principles and practices of engineering as they relate to sanitary sewer, storm collection, and water distribution systems.



**Ability to:**

- Assist the Utilities Maintenance Supervisor in the planning, scheduling, and directing of water system, sewer system, and storm collection system construction, repair, and maintenance activities.
- Read, interpret, and understand blueprints and construction drawings. Communicate clearly and concisely both orally and in writing.
- Install water meters.
- Basic understanding of appropriate codes, laws, and regulations, governing domestic water systems, sewer systems, and storm collection facilities.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Respond to emergency situations as they arise.
- Operate and train subordinates in the proper and safe use of equipment used in the construction, repair, maintenance, and inspection of sewer, storm collection, and water distribution systems and related facilities.
- Participate in and supervise activities associated with confined space entry activities.

**EDUCATION AND EXPERIENCE****Education:**

High School diploma or GED certificate. Six college units or CEU's in a related field or scholastic general education (i.e. Speech, Math, English, Science, Foreign Language etc.) and three college units or CEU's in supervision or management for a total of nine college units or CEU's.

**Experience:**

Three years of experience as a Utilities Maintenance Worker in a position comparable to a Utilities Maintenance Worker II with the City of Turlock.

**LICENSE AND/OR CERTIFICATE(S)****License:**

Possession of an appropriate, valid Class B California Driver's License at the time of appointment, to be maintained as a condition of continued employment.

**Certificate(s):**

Possession of a Water Distribution Grade II Certification issued by the California Division of Drinking Water and either a Collections System Maintenance Grade II Certification issued by the California

Water Environment Association, or a Water Treatment Operator Grade II Certification issued by California State Water Resources Control Board

OR

Possession of a Collections System Maintenance Grade ~~III~~II Certification issued by the California Water Environment Association and either a Water Distribution Grade II Certification issued by the California Division of Drinking Water, or a Water Treatment Operator Grade II Certification issued by California State Water Resources Control Board

Possession of a current Backflow Prevention Assembly Tester certification issued by the CA-NV Section of American Water Works Association.

Possession of a Work Zone Safety Certification.

Possession of a Hazardous Materials First Responder, Awareness Level, (FRA) Certification.

**PHYSICAL REQUIREMENTS**

Maintain the following physical abilities: see well enough to read, write and make observations, operate hand and power tools, vehicles and heavy equipment; hear well enough to converse on the radio, telephone and in person; bodily mobility to walk, bend, stand, crouch or climb for extended periods of time, operate assigned equipment and vehicles and perform heavy manual labor for extended periods; ability to tolerate extreme fluctuations in temperature while performing essential functions and be able to lift equipment on a frequent basis 25lbs, and on an occasional basis 50lbs.

**Reviewed and approved:**

\_\_\_\_\_   
 Personnel Officer

\_\_\_\_\_   
 Date

January, 1996

Revised, 10/04, 8/05, 4/15, 12/17, 4/22, 09/22



## **UTILITIES SUPERVISOR, ASSISTANT**

### **DEFINITION**

To plan, organize, and direct the construction, maintenance, repair and upkeep of the City's water, sewer and storm drain distribution systems, and provide responsible technical staff assistance.

This classification is assigned to the Turlock City Employees Association bargaining unit for labor relation's purposes and is subject to overtime, callback and standby assignments.

### **SUPERVISION RECEIVED AND EXERCISED**

General direction is provided by the Utilities Maintenance Supervisor

Responsibilities include the direct and indirect supervision of water, sewer and storm distribution system construction and maintenance personnel.

**ESSENTIAL FUNCTIONS:** - Duties may include, but are not limited to, the following:

- Plan, coordinate and supervise activities and work related to the construction, maintenance, repair and upkeep of the Municipal water, sewer and storm distribution system.
- Prepare and review cost estimates for new service installation.
- Order materials utilized in the construction and maintenance of the water, sewer and storm distribution system.
- Operate and maintain well pumps, sewer lift stations and storm pumps.
- Supervise and direct the cross connection program.
- Repair and install meters and back flow devices.
- Respond to a variety of complaints and inquiries from the general public.

- Operate computer and telemetry equipment pertaining the water, sewer and storm distribution system.
- Assist with the inspection of additions to water, sewer and storm distribution systems. Flush and test all new water lines.
- Review service calls requests and determine appropriate action.
- Assist in the development of plans and specifications for new facilities.
- Maintain operational and organizational records relating to the water, sewer and storm distribution system.
- Perform a variety of public information activities, including attending meetings and giving presentations.
- Train, supervise and evaluate subordinate personnel.
- Prepare numerous reports, correspondence and memoranda.
- Perform related duties as assigned.
- Establish and evaluate preventative maintenance practices for water, sewer and storm distribution system.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

- Methods, materials, and equipment used in the construction and maintenance of water, sewer and storm distribution system.
- Source water, drinking water treatment processes, and laboratory procedures.
- Basic principles and practices of engineering as they relate to water and collection systems.
- Effective and efficient methods and procedures for scheduling and assigning the work of water, sewer and storm construction and maintenance personnel.
- Safe operating procedures in the construction and maintenance of the water, sewer and storm distribution system.
- Principles and practices of effective customer relations.

#### **Ability to:**

- Estimate service requirements and implement decisions.
- Plan, schedule and direct water, sewer and storm systems construction and repair work.
- Communicate clearly and concisely, orally and in writing.
- Ability to use computer systems; word processing, spreadsheets, tracking labor, parts, equipment and maintenance cost.
- Ability to supervise department in the absence of the utility supervisor.
- Assist in administrating division budget.

## **EDUCATION AND EXPERIENCE**

### **Experience:**

Requires a minimum of four years of increasingly responsible experience, of which two must have been with the City of Turlock, in the public works field related to sanitary sewer, storm collection systems and water distribution systems. This position also requires a minimum of two years of experience performing lead worker or supervisory duties. (Two years of supervisory experience in related fields can be applied to the four year experience requirement.)

### **Education:**

Requires completion of high school or G.E.D. and 18 college semester units \* in public utility, chemistry, biology, or public infrastructure construction within two (2) years of appointment. Three of the eighteen units shall be in the field of supervision or management.

\*—Continuing Education Units (C.E.U.'s) may be applied at the following ratio: two C.E.U.'s for one college semester unit. (eg. 36 C.E.U.'s equates to 18 college semester units)

## **LICENSE OR CERTIFICATE**

### **License:**

Possession of a California class B driver's license, to be maintained as a condition of continued employment.

### **Certificate:**

At time of Appointment

Possession of a valid grade ~~III~~II certification in Water Distribution issued by the California Department of Public Health and either a valid grade II certification in Collections Systems issued through California Water Environment Association or Water Treatment Operator Grade II Certification issued by California State Water Resources Control Board.

OR

Possession of a valid grade ~~III~~II certification in Collections Systems issued through California Water Environment Association and either a valid grade II certification in Water Distribution issued by the California Department of Public Health or Water Treatment Operator Grade II Certification issued by California State Water Resources Control Board.

Possession of a valid Backflow Prevention Assembly Tester Certification issued the CA-NV Section of American Water Works Association.

#### Within 36 Months of Appointment

Possession of a valid Water Distribution Grade III Certification issued by the California Department of Public Health and a Collection System Maintenance Grade III Certification issued by the California Water Environment Association.

~~Possession of a valid Backflow Prevention Assembly Tester Certification issued the CA-NV Section of American Water Works Association.~~

Possession of a valid Cross Connection Control Specialist Certification issued by the CA-NV Section of American Water Works Association.

#### **DESIRABLE QUALIFICATIONS**

Possession of an Associate's Degree in a related field.

#### **PHYSICAL REQUIREMENTS**

Maintain the following physical abilities: see well enough to read instructions, read fine print, view computer screen, operate vehicles and equipment; hear well enough to converse on the telephone, on the radio and in person assisting customers and program participants; bodily mobility to lift and maneuver program supplies and equipment; use of hands and fingers for use of computer keyboard, copy machine, filing, writing, drive equipment and answering telephones; tolerate extreme fluctuations in temperature while performing essential functions and able to lift equipment as necessary.

Reviewed and Approved:

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Personnel Officer

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Date

Class Revised: 2/02

Revised: 4/03

Revised: 9/17

Revised: 04/22

Revised: 09/22

# ***City Council Staff Report***

## ***September 13, 2022***



From: Dan Madden, Interim Public Works Director

Prepared by: Tania Hernandez, Staff Services Analyst

Agendized by: Reagan M. Wilson, City Manager

### **1. ACTION RECOMMENDED:**

Resolution: Ordering the improvements and formation of the Fifth Street Community (Development Project No. 21-006) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, and confirming the diagram and benefit assessments as set forth in the annual report of the Engineer of Work and the levying and collection of assessments set forth therein for Fiscal Year 2022-2023 for the Fifth Street Community (Development Project No. 21-006) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Pursuant to Resolution No. 97-128

### **2. SYNOPSIS:**

This item completes the procedures for the formation of the Landscape and Lighting Assessment District and the Street Maintenance Benefit Assessment Area for the Fifth Street Community subdivision.

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

The Fifth Street Community subdivision will include the development of 15.86 acres into 178 single-family residential lots that will be located on 5th Street between W. F Street and E. Linwood Avenue, more particularly described as APN 043-059-027 and 043-016-005. The subdivision will be gated and typical lot sizes will range from 2,160 to 4,724 square feet. As a condition of the vesting tentative subdivision map (VTSM 2020-02), the development needs to form an assessment district that will finance the maintenance and operations of street lights, street maintenance, and street sweeping.

The Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 allow for the formation of assessment districts and benefit assessment areas. The purpose is to ensure that development pays for its own maintenance and operations



of streetlights, street sweeping, and future slurry seals. The formation of assessment districts and benefit assessment areas allow the associated developments to be built without placing an unfinanced service burden on existing City funds that maintain existing streets, landscaping, and lighting. Since the enactment of these two Acts, the City of Turlock has formed two hundred sixteen (216) assessment districts and benefit assessment areas with approximately \$3.7 million in revenue.

The proceedings for the formation of an assessment district and benefit assessment area are conducted at three (3) Council meetings. The first meeting was held on July 12, 2022, at which time Council initiated proceedings for the formation of the assessment district and directed the City Engineer to produce and file an Engineer's Report with the City Clerk, for submission to Council.

The second meeting was held on July 26, 2022, at which time Council approved the report as filed and declared the intention to levy and collect assessments, and scheduled a public hearing to allow any interested person to file a written protest or address the Council on this matter.

In this third and final meeting, Council will conduct the public hearing and upon its conclusion, by resolution, order the improvements and formation of the Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area and confirm the diagram and assessments. This action will be filed with the Stanislaus County Auditor in Fiscal Year 2023-24.

**4. BASIS FOR RECOMMENDATION:**

- A. Staff's recommendation is based on laws governing the provision of funding for basic improvement in a subdivision or development, such as maintenance of landscaping, street lighting, and street maintenance.
- B. This benefit funding is maintained and tracked by staff. The funds that are collected from this development will pay for its impacts on City street lighting, street sweeping, and street slurry seals along 5<sup>th</sup> Street. All internal roadways and landscaping are private and will be maintained by the subdivision's homeowner's association (HOA).

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

**Fiscal Impact**

The first-year annual assessment collection from the Fifth Street Community development for the fiscal year 2022-23 will be \$4,627.30. This amount was collected and allocated to revenue account 246-00-000.30070\_238 "LMD Assessments Fifth Street Community". Annual assessments are tied to the Engineering News Record (ENR) Index and will be adjusted accordingly.

**6. STAFF RECOMMENDATION:**

Staff recommends approval.

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

Recommend approval.

**8. ENVIRONMENTAL DETERMINATION:**

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

**9. ALTERNATIVES:**

A. Council could choose to decline to confirm diagrams, assessments, reports and levy and collect assessments. Staff does not recommend this alternative as maintenance costs for the infrastructure in this development would then impact other City funds.

**10. ATTACHMENTS:**

A. Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ORDERING THE }  
 IMPROVEMENTS AND FORMATION OF }  
 THE FIFTH STREET COMMUNITY }  
 (DEVELOPMENT PROJECT NO. 21-006) }  
 LANDSCAPING AND LIGHTING }  
 ASSESSMENT DISTRICT AND THE STREET }  
 MAINTENANCE BENEFIT ASSESSMENT }  
 AREA, AND CONFIRMING THE DIAGRAM }  
 AND BENEFIT ASSESSMENTS AS SET }  
 FORTH IN THE ANNUAL REPORT OF THE }  
 ENGINEER OF WORK AND THE LEVYING }  
 AND COLLECTION OF ASSESSMENTS SET }  
 FORTH THEREIN FOR FISCAL YEAR }  
 2022-2023 FOR THE FIFTH STREET }  
 COMMUNITY (DEVELOPMENT PROJECT }  
 NO. 21-006) LANDSCAPING AND LIGHTING }  
 ASSESSMENT DISTRICT AND THE STREET }  
 MAINTENANCE BENEFIT ASSESSMENT }  
 AREA, PURSUANT TO RESOLUTION NO. }  
 97-128 }  
 \_\_\_\_\_ }

RESOLUTION NO. 2022-

**WHEREAS**, on July 12, 2022, the City Council of the City of Turlock adopted Resolution No. 2022-137 to initiate the proceedings for the formation of the benefit assessment district designated as the “Fifth Street Community Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 21-006”; and

**WHEREAS**, the City Council of the City of Turlock designated the City Engineer of the City of Turlock as the Engineer of Work for purposes of the formation proceedings related to the “Fifth Street Community Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 21-006”; and

**WHEREAS**, the City Council of the City of Turlock ordered the City Engineer to prepare and file a report in accordance with Article 4 (commencing with Streets and Highways Code Section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with Government Code Section 54716) of Chapter 6.4 of the Benefit Assessment Act of 1982 and, upon completion, file the report with the City Clerk; and

**WHEREAS**, on July 26, 2022, the City Engineer filed his report with the City Clerk; and

**WHEREAS**, on July 26, 2022, the City Council of the City of Turlock adopted

Resolution No. 2022-141, to approve the City Engineer's Report that was prepared and filed in accordance with Article 4 (commencing with Streets and Highways Code Section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with Government Code Section 54716) of Chapter 6.4 of the Benefit Assessment Act of 1982; and

**WHEREAS**, on July 26, 2022, the City Council of the City of Turlock adopted Resolution No. 2022-142, declaring its intention to order the formation of and to levy and collect assessments within the "Fifth Street Community Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 21-006"; and

**WHEREAS**, the City Engineer was ordered to initiate the assessment ballot proceedings; and

**WHEREAS**, pursuant to Streets and Highways Code §22625, Government Code §53753 and §54716, on Tuesday, the 13<sup>th</sup> day of September, 2022, at the hour of 6:00 P.M., prevailing local time, the City Council of the City of Turlock conducted a public hearing on the question of the formation of the benefit assessment district and the levy of the proposed annual assessment. The public hearing was held in the Yosemite Room on the 2nd floor of City Hall at 156 S. Broadway, in Turlock, California; and

**WHEREAS**, all interested persons were afforded the opportunity to hear and be heard; and

**WHEREAS**, at the public hearing, the City Council considered all objections and/or protests afforded to the proposed annual assessment. Every person was permitted to present oral and/or written testimony; and

**WHEREAS**, at the conclusion of the public hearing, the City Clerk tabulated the assessment ballots submitted, and not withdrawn, in support of or in opposition to the proposed assessment; and

**WHEREAS**, the City Council of the City of Turlock finds that a majority protest does not exist.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby order the improvements and formation of the Fifth Street Community (Development Project No. 21-006) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, and confirming the diagram and benefit assessments as set forth in the annual report of the Engineer of Work and the levying and collection of assessments set forth therein for Fiscal Year 2022-2023 for the Fifth Street Community (Development Project No. 21-006) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Pursuant to Resolution No. 97-128.

**BE IT FURTHER RESOLVED**, the City of Turlock has determined and certifies that the charges are either exempt from or are in compliance with all the provisions of Proposition 218 which was passed by voters in November 1996. The City Council of the City of Turlock further determines the charges are in compliance with all laws pertaining to the levy of such charges; and

**BE IT FURTHER RESOLVED**, a certified copy of this resolution and report shall be delivered to the Tax Collector for the County of Stanislaus.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13<sup>th</sup> day of September, 2022, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

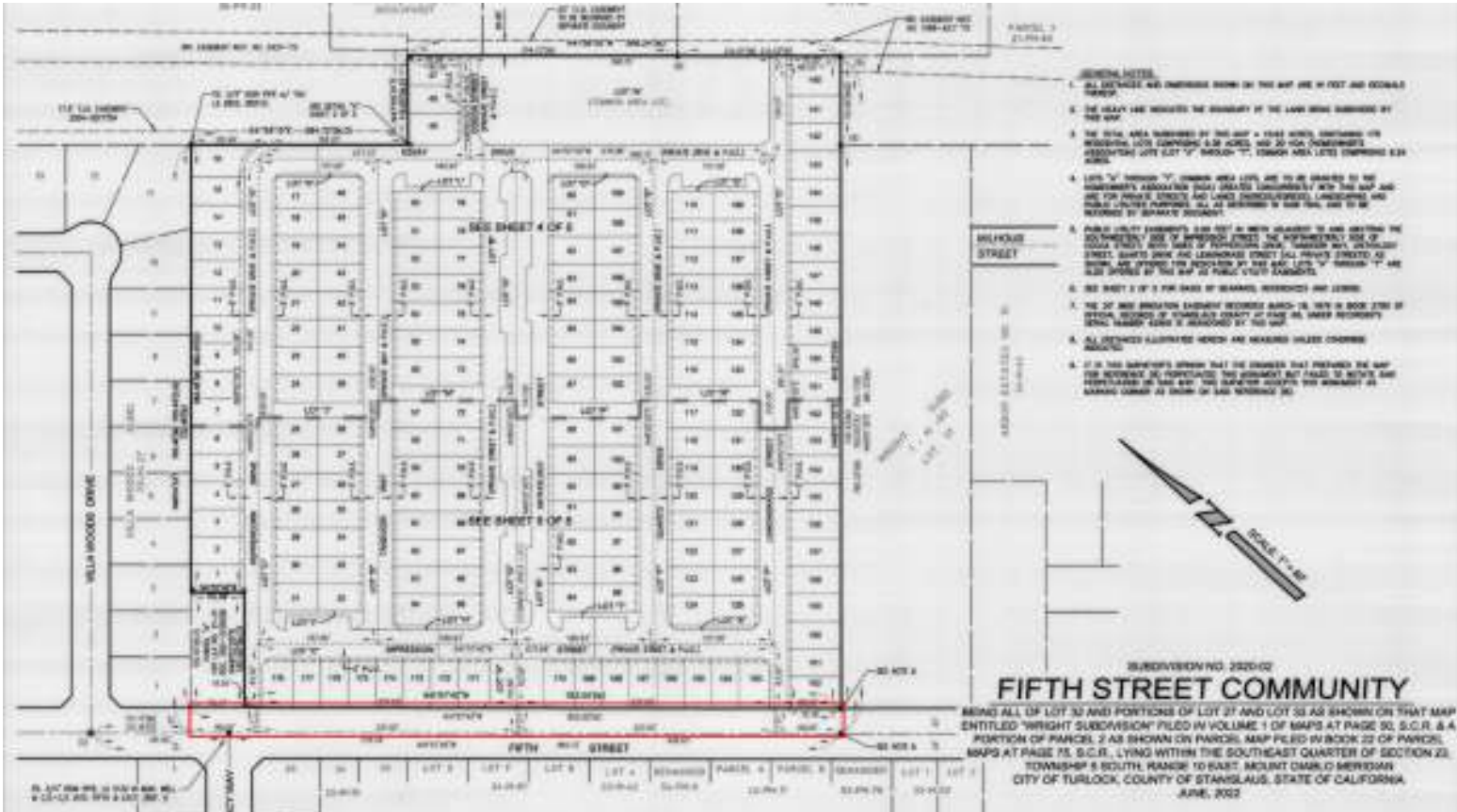
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Julie Christel, City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

**SITE MAP  
of  
“FIFTH STREET COMMUNITY”  
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT  
and  
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA**



Tentative Subdivision Map  
for  
Fifth Street Community Subdivision



(boxed area will be maintained by City of Turlock)

# **City Council Staff Report**

**Date**



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From: Chris Jelinek, Deputy Fire Chief

Prepared by: David Bickle, Fire Marshal

Agendized by: Reagan M. Wilson, City Manager

## **1. ACTION RECOMMENDED:**

Ordinance: Amending the Turlock Municipal Code (TMC) Section 4-3-411 Dangerous Fireworks Prohibited: Penalties and adding Section 4-3-412 Administrative Fines for Dangerous Fireworks

## **2. SYNOPSIS:**

Staff is recommending amending the TMC related to penalties for prohibited dangerous fireworks and adding an additional section specific to the administrating fines for dangerous fireworks.

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

The public's use of dangerous fireworks pose a serious threat of fire or injury as the use of these dangerous fireworks affects surrounding properties and the public health, safety and welfare of City residents. This ordinance amendment is designed to impose harsher penalties upon those responsible for using dangerous fireworks and/or the owners of the associated residential property as a deterrence.

The TMC has a general administrative citation fee structure, which is very broad and includes no specific language regarding dangerous fireworks. The use of dangerous fireworks has continued to expand in past several years. Public education efforts and enforcement with the current fee schedule have not had the desired effect on reducing the use of dangerous fireworks

The number of dangerous fireworks used on and around July 4<sup>th</sup> has been overwhelming, especially with minimal staff. The current fee of \$100.00 is exceptionally low compared to other local municipalities. As a result, the current fee schedule appears to have minimal impact curtailing the use of dangerous fireworks even with public education.

Creating the administrative fee for dangerous fireworks will provide a more persuasive tool for the enforcement officer in an effort to reduce occurrences. The new fee is designed to help reduce the use of dangerous firework along with public



education. The goal is for those thinking of using dangerous fireworks, to reconsider based on the possible financial impact. The proposed administrative fee structure would be one thousand dollars (\$1000.00) for a first violation, one thousand five hundred dollars (\$1500.00) for a second violation of the same ordinance within one (1) year; and for a third, or subsequent administrative citations, two thousand dollars (\$2,000.00) for each additional violation of the same ordinance within one (1) year of the first violation.

Staff is requesting amendments to Title 4, Chapter 3, Article 411 Dangerous Fireworks Prohibited: Penalties., as follows:

Adding Subsection (1) Section A:

- (1) Dangerous fireworks may also be defined as illegal fireworks, those fireworks not having the California State Fire Marshal seal for Safe and Sane fireworks.

• Adding Subsection (4) Section C:

- (4) Every parent, guardian or other person, having the legal care, custody or control of any person under the age of eighteen (18) years may be issued a citation in accordance with the provisions of this article, in addition to any citation that may be issued to the offending minor.

• Repealing Section D:

~~(d) Penalties.~~

- ~~(1) Violations of this section shall be punished pursuant to remedies under Chapter [1-2](#) TMC or administratively under Chapter [2-11](#) TMC at the discretion of the Enforcement Officer.~~
- ~~(2) In addition to any other remedies set forth in subsection (d)(1) of this section, administrative citations may be imposed against any responsible party for violations of this section.~~
- ~~(3) Nothing in this section shall be intended to limit any of the penalties provided for under the California Health and Safety Code or Penal Code.~~

Requested amendments to Title 4, Chapter 3, Article 412 Administrative Fines for Dangerous Fireworks., are as follows:

• Adding Sections A, B, C, D and E:

- (a) Each person who violates any provision of this article as it relates to "dangerous fireworks" shall be subject to the imposition and payment of an administrative fine(s) as provided below:
  - (1) First administrative citation. One Thousand and no/100ths (\$1000.00) Dollars for a first violation.
  - (2) Second administrative citation. One Thousand Five Hundred and no/100ths (\$1500.00) Dollars for a second violation of the same ordinance within one (1) year.
  - (3) Third or subsequent administrative citations. Two Thousand and no/100ths (\$2,000.00) Dollars for each additional violation of the same ordinance within one (1) year of the first violation.
- (b) In the case of a violation of any of the provisions listed above, the administrative fine(s) shall be due and payable within thirty (30) calendar days from the issuance of the administrative fine citation, and the citee shall be required to abate the violation, and surrender all dangerous fireworks to the City, immediately. For penalties not paid in full within that time, a late charge in the amount set forth above is hereby imposed and must be paid to the City by the citee.
- (c) On the second and each subsequent time that a person is issued a citation for the same violation in any twelve (12) month period and the citee shall be liable for the amount of the new fine until it is paid, in addition to being responsible for payment of previous fines.
- (d) The citation may be confirmed either by the citee's own admission or by the exhaustion of administrative remedies by the citee that results in no successful appeal by the citee. Upon such confirmation of the citation, all unpaid administrative fines, late fees and/or interest shall constitute a judgment, which may be collected in any manner allowed by law for collection of judgments including, but not limited to, recordation to create a lien on any real property owned by the responsible person. The City shall be entitled to recover its attorney's fees and costs incurred in collecting any administrative fines, late charges, and/or interest.
- (e) Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct violations of this article, nor from any other responsibility or legal consequences for a continuation or the repeated violations of this article.

**4. BASIS FOR RECOMMENDATION:**

- A. Public Safety.

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

**Fiscal Impact**

No Fiscal impact. Any revenue gained will help to offset the cost of policing fireworks.

**6. STAFF RECOMMENDATION:**

Approve the ordinance change.

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

Recommend approval.

**8. ENVIRONMENTAL DETERMINATION:**

N/A

**9. ALTERNATIVES:**

A. Maintain the current fee schedule for illegal fireworks.

B. Set different amounts for the fee schedule, greater or less than proposed.

**10. ATTACHMENTS:**

A. Draft Ordinance

**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

<b>IN THE MATTER OF AMENDING TURLOCK</b>	}	<b>ORDINANCE NO. -CS</b>
<b>MUNICIPAL CODE TITLE 4, CHAPTER 3,</b>	}	
<b>ARTICLE 411, DANGEROUS FIREWORKS</b>	}	
<b>PROHIBITED: PENALTIES AND ADDING</b>	}	
<b>TITLE 4, CHAPTER 3, ARTICLE 412,</b>	}	
<b>ADMINISTRATIVE FINES FOR DANGEROUS</b>	}	
<b><u>FIREWORKS</u></b>	}	

**WHEREAS**, there is a proliferation of illegal fireworks in the City and the City Council adopted and ordinance to address this issue; and

**WHEREAS**, the education of the public has not curtailed the use of illegal fireworks: and

**WHEREAS**, the use of illegal fireworks has continued to escalate.

**BE IT ORDAINED** by the City Council of the City of Turlock as follows:

**SECTION 1. AMMENDED:** Title 4, Chapter 3, Article 411, Section A (1) is hereby added to read as follows:

**4-3-411 Dangerous fireworks prohibited: Penalties.**

(a) A person shall not sell, use, possess, manufacture, or discharge dangerous fireworks within the City. Dangerous fireworks are defined as set forth in California Health and Safety Code Section [12505](#).

**(1) Dangerous fireworks may also be defined as illegal fireworks, those fireworks not having the California State Fire Marshal seal for Safe and Sane fireworks.**

**SECTION 2. AMMENDED:** Title 4, Chapter 3, Article 411, Section C (4) is hereby added to read as follows:

**4-3-411 Dangerous fireworks prohibited: Penalties.**

(c) For the purposes of this section, the term “responsible party” means any person with an ownership interest or right of possession of the real property where unpermitted fireworks are possessed, sold, used, manufactured or discharged, including but not limited to:

(1) Any owner-occupant.

(2) Any lessee, subtenant, licensee, or other person having possessory control over a property, structure, or parcel of land.

(3) Any person that organizes, supervises, officiates, conducts, or controls the gathering or any other person accepting responsibility for such a gathering.

(4) Every parent, guardian or other person, having the legal care, custody or control of any person under the age of eighteen (18) years may be issued a citation in accordance with the provisions of this article, in addition to any citation that may be issued to the offending minor.

**SECTION 3. REPEALED:** Title 4, Chapter 3, Article 411, Section D is hereby repealed.

**4-3-411 Dangerous fireworks prohibited: Penalties.**

~~(d) Penalties.~~

~~(1) Violations of this section shall be punished pursuant to remedies under Chapter 1-2 TMC or administratively under Chapter 2-11 TMC at the discretion of the Enforcement Officer.~~

~~(2) In addition to any other remedies set forth in subsection (d)(1) of this section, administrative citations may be imposed against any responsible party for violations of this section.~~

~~(3) Nothing in this section shall be intended to limit any of the penalties provided for under the California Health and Safety Code or Penal Code.~~

**SECTION 4. ADDITION:** Title 4, Chapter 3, Article 412 is hereby added to read as follows:

**4-3-412 Administrative fines for dangerous fireworks.**

(a) Each person who violates any provision of this article as it relates to "dangerous fireworks" shall be subject to the imposition and payment of an administrative fine(s) as provided below:

(1) First administrative citation. One Thousand and no/100ths (\$1000.00) Dollars for a first violation.

(2) Second administrative citation. One Thousand Five Hundred and no/100ths (\$1500.00) Dollars for a second violation of the same ordinance within one (1) year.

(3) Third or subsequent administrative citations. Two Thousand and no/100ths (\$2,000.00) Dollars for each additional violation of the same ordinance within one (1) year of the first violation

(b) In the case of a violation of any of the provisions listed above, the administrative fine(s) shall be due and payable within thirty (30) calendar days from the issuance of the administrative fine citation, and the citee shall be required to abate the violation, and surrender all dangerous fireworks to the City, immediately.

(c) On the second and subsequent occurrence that a person is issued a citation for the same violation in any twelve (12) month period, the citee shall be liable for the amount of the new fine until it is paid, in addition to being responsible for payment any of previous fines.

(d) The citation may be confirmed either by the citee's own admission or by the exhaustion of administrative remedies by the citee that results in no successful appeal by the citee. Upon such confirmation of the citation, all unpaid administrative fines, late fees and/or interest shall constitute a judgement, which may be collected in any manner allowed by law for collection of judgements including but not limited to recordation to create a lien on any real property owned by the responsible person. The City shall be entitled to recover its attorney's fees and costs incurred in collecting any administrative fines, late charges, and/or interest.

(e) Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct violations of this article, nor from any other responsibility or legal consequences for a continuation or the repeated violations of this article.

**SECTION 4. 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 5. ENACTMENT:** Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this \_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

Signed and approved this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Amy Bublak, Mayor

ATTEST:

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

# **City Council Staff Report**

## **September 13, 2022**



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From: Katie Quintero, Development Services Director

Prepared by: Adrienne Werner, Senior Planner

Agendized by: Reagan M. Wilson, City Manager

### **1. ACTION RECOMMENDED:**

Ordinance: Introducing an Ordinance for first reading adding Turlock Municipal Code Title 3, Chapter 1, Article 13 regarding pedicab regulations

### **2. SYNOPSIS:**

In response to a request from a member of the public the City Council, at their October 12, 2021 meeting, authorized staff time and City resources to research and prepare an Ordinance to allow pedicabs to operate in the City.

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

During the September 14 and 28, 2021 Council meetings, a member of the public spoke under public comment, asking the City Council to initiate an Ordinance amendment to allow pedicabs to operate within the City of Turlock in accordance with Article 4.5 of the Vehicle Code.

A Pedicab is a three- or four- wheeled bicycle, primarily or exclusively pedal-powered, used for transporting no more than 15 passengers for hire.

In accordance with Vehicle Code section 21215(3), a pedicab may only operate on local roadways if allowed to do so by Ordinance or Resolution. Alcohol may also be consumed on board the pedicab if authorized by local ordinance. Currently, there is no Ordinance or Resolution allowing pedicabs to operate within the city of Turlock.

Should the Council choose to approve this Ordinance, it would allow pedicabs to operate in Turlock and would establish regulations for how they could operate and establish the permitting and inspection requirements for the business and the pedicab.

**4. BASIS FOR RECOMMENDATION:**

A. Pedicabs cannot operate for hire within the city limits unless authorized to do so by the local agency. Amendments to the Municipal Code may only be authorized by the City Council.

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

**Fiscal Impact**

If the Council chooses to adopt the proposed Ordinance, the Police Department will bring forward a proposed amendment to the City-wide Fee Program for the Council to consider adopting fees to cover the cost of implementing these regulations

**6. STAFF RECOMMENDATION:**

Approval

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

Recommend Approval.

**8. ENVIRONMENTAL DETERMINATION:**

N/A

**9. ALTERNATIVES:**

A. Introduce the proposed Ordinance for first reading with any changes as provided by the City Council.

B. Reject the proposed Ordinance and provide staff with further direction.

**10. ATTACHMENTS:**

A. Draft Ordinance



**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

**IN THE MATTER OF ADDING TURLOCK  
MUNICIPAL CODE TITLE 3, CHAPTER 1,  
ARTICLE 13, REGARDING PEDICAB  
REGULATIONS**

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**ORDINANCE NO. -CS**

**WHEREAS**, the California Vehicle Code Section 21215 regulates the operation of pedicabs and states, “A pedicab shall not operate on any highway under the jurisdiction of the local authority unless authorized by resolution or ordinance”; and

**WHEREAS**, the addition of Article 13 to Title 3 Chapter 1 would allow for the operation of pedicabs within the City of Turlock and would establish the rules and regulations for pedicabs, and

**WHEREAS** establishing regulations governing pedicabs and the owners and drivers of pedicabs are necessary to protect the general safety and welfare of passengers using pedicabs for hire, pedestrians and motorists within the City, .

**WHEREAS**, a properly noticed public hearing was held by the City Council of the City of Turlock on September 13, 2022, for the City Council to consider the evidence and testimony in making the necessary findings and decision on this matter.

**BE IT ORDAINED** by the City Council of the City of Turlock as follows:

**SECTION 1. ADDITION:** Title 3, Chapter 1, Article 13, is hereby added to read as follows:

**Article 13. Pedicabs: Regulations**

**3-1-1301 Purpose.**

The City finds that regulations governing pedicabs and the owners and drivers of pedicabs are necessary to protect the general safety and welfare of passengers using pedicabs for hire and pedestrians and motorists within the City.

**3-1-1302 Definitions.**

For the purposes of this article, the following words and phrases shall have the meaning respectively ascribed to them by this section:

- (a) “Alcoholic beverages” has the same meaning as defined in California Business and Professions Code Section 23004.
- (b) “Police Chief” means the Police Chief or the Police Chief’s designee.
- (c) “Four-wheeled pedicab” means a pedicab as defined in subsection 3 of the definition for “pedicab” in this section.
- (d) “Identification badge” means a badge issued by the City that identifies the pedicab driver with a color photo.

- (e) "Operates within the City" means the soliciting, accepting, picking-up, or embarking within the City limits a passenger for transportation to any point within or outside the City for any form of consideration.
- (f) "Pedicab" means any of the following:
  - (i) A bicycle (as defined in California Vehicle Code Section 231) that has three or more wheels, that transports, or is capable of transporting, passengers on seats attached to the bicycle, that is operated by an individual, and that is used for transporting passengers for any form of consideration.
  - (ii) A bicycle (as defined in California Vehicle Code Section 231) that pulls a trailer, sidecar or similar device that transports, or is capable of transporting, passengers on seats attached to the trailer, sidecar or similar device, that is operated by an individual, and that is used for transporting passengers for any form of consideration.
  - (iii) A four-wheeled device that is primarily or exclusively pedal-powered, has a seating capacity for eight or more passengers, cannot travel in excess of fifteen (15) miles per hour, and is being used for transporting passengers for any form of consideration.
- (g) "Pedicab driver" or "driver" means an individual who drives or operates a pedicab within the City, whether as an owner, an employee of the owner, or as an independent contractor.
- (h) "Pedicab driver permit" means a written permit issued by the City authorizing a person to drive or operate a pedicab within the City.
- (i) "Pedicab owner" or "owner" means any person who owns, leases, or possesses a pedicab.
- (j) "Pedicab vehicle permit" means the numbered permit issued by the City of Turlock for display on a pedicab to indicate that the pedicab is permitted to operate within the City.
- (k) "Pedicab vehicle sticker" means the pedicab identification sticker issued by the City of Turlock.

**3-1-1303 Permits required.**

Any person owning a pedicab or driving a pedicab seeking to operate the same in the City shall comply with this article. The pedicab vehicle permit, described below, will authorize the vehicle to operate within the City, provided each driver of said pedicab(s) receives a pedicab driver's permit. In addition, the pedicab company must secure an individual approval and sticker for each pedicab to be registered with the Turlock Police Department.

- (a) No person shall operate a pedicab for hire in the City, and no person who owns or controls a pedicab shall permit it to be so driven, unless the owner of such pedicab and driver shall have first obtained and shall have then in force a pedicab vehicle permit and a pedicab driver's permit issued by the Chief of Police. Pedicab driver and vehicle permits are the property of the City and are not transferable to any other person. Pedicab driver and vehicle permits must be provided to law enforcement upon request.

- (b) All pedicab permits shall be valid for a period of one year from the date of issuance. Pedicab permits shall be renewable annually upon the filing and approval of a new application and payment of the annual pedicab vehicle and/or driver permit fee. The permits and stickers issued pursuant to this article shall be nontransferable to other pedicabs or drivers.
- (c) Renewal of permits. It is the permit holder's responsibility to renew a pedicab vehicle or pedicab driver's permit. A complete renewal application with appropriate permit renewal fees shall be received by the Chief of Police thirty (30) calendar days before the permit's expiration date. If the application is late, determined to be incomplete or is not otherwise capable of being acted on prior to the thirty (30) day period before the expiration date, the applicant may be required to pay late fees. Holders of expired permits are not permitted to operate pedicabs in the City. If the permit lapses for more than thirty (30) calendar days after the expiration date, the applicant shall file an initial application.
- (d) For pedicab companies physically located within the City limits of Turlock, the pedicab company shall further be required to register and operate within the parameters of all Federal, State, and local laws governing business ownership and licensing.
- (e) Each applicant must sign the application, the application may be denied or the permit suspended, modified, or revoked if the applicant misrepresents facts relevant to the fitness of the applicant to be granted a pedicab driver permit or pedicab vehicle permit.
- (f) The Police Chief, or designee, shall investigate the facts stated in an application for a pedicab driver permit and other relevant data to determine if the permit shall be granted.
  - (1) Pedicab driver permit. It shall be unlawful for any person to operate a pedicab within the City or for any pedicab company to permit their pedicab(s) to be operated in the City by a driver not licensed pursuant to this article. A driver's permit may be acquired at the discretion of the Chief of Police, or their designee, upon submission and completion of the following:
    - (i) A complete pedicab driver's permit application in a form prescribed by the Police Chief or designee;
    - (ii) A valid California driver's license;
    - (iii) Proof that the applicant is 21 years of age or older;
    - (iv) A complete set of the applicant's fingerprints and payment of the applicable fingerprint or background check fee and authorization for the City to conduct a comprehensive background check of the applicant; and

(vi) Payment of the pedicab driver's permit fee;

(2) Pedicab vehicle permit. It shall be unlawful for any owner or driver to lease, rent or operate a pedicab in the City without first registering the pedicab with the Police Department and paying all applicable licensing and permit fees. A pedicab permit may be acquired at the discretion of the Chief of Police, or their designee, upon submission and completion of the following:

- (i) A complete pedicab vehicle permit application is a form prescribed by the Police Chief or designee;
- (ii) Payment of the pedicab vehicle permit fee;
- (iii) The full name, business and residence address, and phone number of the applicant;
- (iv) The name and address of all legal and registered owners of the pedicab;
- (v) Proof of vehicle ownership accompanied by a statement under penalty of perjury that the applicant is the vehicle owner or authorized representative of the owner and is authorized to legally bind the company as required by this chapter;
- (vi) A description of the pedicab, including trade name, if any, serial number or owner identification number, body style, and color scheme;
- (vii) Seating capacity of the pedicab;
- (viii) A statement indemnifying the City in accordance with this chapter; and
- (ix) Proof of insurance in accordance with this chapter.

**3-1-1304 Driver's license: Required**

No person shall drive or operate a pedicab unless he or she is currently and validly licensed by the State of California to drive a motor vehicle. A pedicab driver shall have his or her current valid motor vehicle driver's license issued by the State of California on his or her person at all times while driving or operating a pedicab. A pedicab operator shall report a change in the status of his or her driver's license to the City within three business days of the change.

**3-1-1305 Permits: Display**

The pedicab vehicle permit shall be permanently affixed in a conspicuous and visible location within the pedicab. The pedicab vehicle sticker shall be permanently affixed in a conspicuous and visible location on the outside of the pedicab. Pedicab vehicle permits and stickers are the property of the City and are not transferable to any other pedicab.

**3-1-1306 Pedicab vehicle permit: Issuance**

Pedicab vehicle permits will be issued only after the pedicab has been inspected and approved by the Chief of Police or their designee. Pedicabs must have all of the following:

- (a) A battery-operated headlight capable of projecting a beam of white light for a distance of three hundred (300) feet and permanently affixed to the pedicab. The light may be removable and rechargeable;
- (b) Battery-operated taillights permanently affixed on the right and the left at the same level on the rear exterior of the passenger compartment. Taillights shall be red in

color and plainly visible from all distances within five hundred (500) feet to the rear of the pedicab;

(c) Signal bells and turn signals indicators;

(d) Seat belts and seat backs for each available passenger; and

(e) Those requirements related to bicycles set forth in California [Vehicle Code](#) Section 21201. In addition to the requirements in subsection A, four-wheeled pedicabs are required to comply with the requirements set forth in California [Vehicle Code](#) Section 21215.

### **3-1-1307 Rates of fare.**

The licensee shall furnish the service charge basis. A true and correct schedule of rates of fare to be charged for the transportation of passengers in any and all vehicles operated by said permit holder shall be filed with the application for a permit. A schedule of such fares shall be permanently affixed to the outside thereof, in a place readily seen by passengers, a frame covered with clear plastic, or similar material, enclosing a card upon which shall be printed in plain, legible letters the schedule of rates authorized for carriage in such pedicab and shall be visible to all passengers, day and night.

It shall be unlawful to charge, collect, or receive any other or different compensation for the use of such pedicab than that specified in the tariff or fare schedule so on file and at the time in effect, excepting tips. It is unlawful for a pedicab driver to deceive any passenger who rides in the vehicle, or who expresses a desire to ride in such vehicle, as to that passenger's destination or the rate to be charged.

### **3-1-1308 Liability insurance: Prerequisite.**

No pedicab permit shall be issued or continued in effect unless there is in full force and effect the following:

(a) Commercial general liability insurance policy insuring the public against any loss or damage that may result to any person or property from the operation of the pedicab. Coverage shall include all drivers, whether employees or independent contractors. Pedicab company shall obtain and maintain commercial general liability insurance in compliance with TMC [1-6-01](#) (Minimum insurance requirements) and all applicable provisions of the California Vehicle Code .

(b) Workers' compensation insurance. Pedicab company shall obtain and maintain statutory workers' compensation insurance and employer's liability insurance in compliance with TMC 1-6-01 (Minimum insurance requirements), State, or Federal mandates or requirements.

(c) Acceptability of insurers. Insurance is to be placed with insurers with a current Best Rating of A:VII unless otherwise acceptable to the city.

(d) Verification of coverage. Insurance, deductibles or self-insurance retentions shall be subject to City's approval. Original certificates of insurance with endorsements shall be received and approved by the City before a permit is issued.

(e) Other insurance provisions.

(1) The City of Turlock, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds by Endorsement CG 20 10 11 85 or its equivalent, as approved by the City's Risk Manager for commercial general coverage.

(2) For any claims related to this application, pedicab company's insurance coverage shall be primary and any insurance or self-insurance maintained by the city, its elective and appointive boards, officers, agents, employees and volunteers shall not contribute to it.

(3) Each insurance policy required shall be endorsed to give a thirty (30) day notice to the Chief of Police in the event of cancellation or modification to the stipulated insurance coverage.

(4) Approval of the insurance by the Chief of Police or acceptance of the certificate of insurance by the Chief of Police shall not relieve or decrease the extent to which pedicab company may be held responsible for payment of damages resulting from pedicab company's services or operation pursuant to this article, nor shall it be deemed a waiver of the City's rights to insurance coverage hereunder.

(5) If, for any reason, pedicab company fails to maintain insurance coverage that is required pursuant to this article, the Chief of Police may suspend or revoke the pedicab company's permit(s).

(6) The permit holder is responsible to keep the Chief of Police informed of deletions and additions of vehicles to the insurance schedule when changes are made during the year.

(f) Proof of insurance must be provided to law enforcement upon request.

**3-1-1309 Indemnification/hold harmless.**

The pedicab company shall defend, indemnify and hold the City of Turlock, its elective and appointive boards, officers, agents, employees, and volunteers harmless from any liability for damage or claims of same, including but not limited to personal injury, property damage, and death, which may arise from pedicab company or pedicab company's contractors, subcontractors, agents, or employees' operations under this agreement. The City shall cooperate reasonably in the defense of any action, and pedicab company shall employ competent counsel acceptable to the City Attorney.

**3-1-1310 Insurance: Failure to meet requirements.**

If, at any time, in the judgment of the Chief of Police, the pedicab insurance policy for the holder does not meet the requirements set forth in TMC 3-1-1204, the Chief of Police may suspend the permit until the Chief of Police has received satisfactory proof that the holder has obtained insurance which meets such requirements. The Chief of Police may also revoke a permit for repeated violations of this section.

**3-1-1311 Report of accidents.**

- (a) A pedicab driver shall comply with all California Vehicle Code regulations and shall immediately report any accident or collision in which he or she is involved while operating a pedicab, which results in property damage or personal injury of any kind, to the owner of the pedicab involved in the accident or collision.
- (b) A pedicab owner whose pedicab is involved in any accident or collision resulting in property damage or personal injury of any kind shall within forty-eight (48) hours of being informed of the accident or collision give a written report thereof to the police chief. A copy of a report required under state law shall be deemed sufficient for such purposes; otherwise, such report shall contain all information required with respect to reports otherwise required under state law.

**3-1-1312 Rules and regulations.**

- (a) All pedicabs shall be operated according to the provisions of this chapter, the applicable provisions of the California [Vehicle Code](#) and this code governing the operation of bicycles, and all other applicable State and Federal laws. No person shall ride, travel, park, or otherwise operate a pedicab on any sidewalk. When travelling or otherwise operating on any public way pedicab drivers shall yield to pedestrians. No pedicab shall be operated in weather conditions that pose an unreasonable safety risk to the drivers or passengers of the pedicab, or to other motorists or pedestrians.
- (b) No owner or driver of a pedicab shall knowingly permit such pedicab to be used for unlawful purposes or knowingly to transport persons for such purposes.
- (c) Every pedicab operating under this chapter will be inspected by the Police Chief, or designee, at such intervals as may be established by the Police Chief, to insure the continued maintenance of safe operating conditions. Such pedicabs shall be maintained in working order and good repair. Maintenance and repair records for each pedicab shall be retained for at least one year after such maintenance and repair has been completed, and such records shall be made available to the City upon request.
- (d) For the purpose of immediately loading or unloading passengers, a pedicab may remain standing upon a street if the pedicab is in any legal parking stall, designated loading zone, or any other location that does not impede pedestrian or vehicular traffic. Otherwise, a pedicab driver must comply with on-street parking regulations regarding loading zones, fire zones, spaced designated for carriages, taxis, busses, the disabled, and metered parking spaces. The Police Chief may set forth specific additional locations where pedicabs are allowed to park or stand. No pedicab driver shall leave a pedicab unattended, while in operation for the solicitation or transportation of passengers, for a period of more than fifteen (15) minutes at a time unless parked in one of those specific locations identified by the Police Chief.
- (e) Pedicab owners shall maintain an operational log for each pedicab owned and operated under that owner's pedicab vehicle permit. The operational log shall list the dates and times of the operation of each pedicab, and the name of any pedicab driver operating the pedicab during those dates and times. The operational log shall be provided to the Chief of Police or designee or authorized City representative upon request and within 24 hours.

- (f) Pedicab owners shall establish a procedure for the collection, retention and return of lost property found in each pedicab. Pedicab owners and pedicab drivers shall also be diligent and courteous in responding to and resolving inquiries and complaints from passengers, City officials and members of the general public regarding the operation of pedicabs owned or operated by them. Pedicab owners shall respond to inquiries about lost property within five business days.
- (g) The Police Chief, or designee, may promulgate rules and restrictions regarding the times when and locations where pedicabs may be driven and operated within the City, as well as the location of any pedicab stand used for pick-up and drop-off of passengers, the appearance and maintenance of pedicabs and pedicab drivers, and other matters pertaining to the operation of pedicabs. The Police Chief shall ensure that each pedicab owner is given an updated version of such restrictions. It is unlawful for any pedicab owner or pedicab driver to drive or operate a pedicab, or allow a pedicab to be driven or operated, in violation of these restrictions.
- (h) Pedicab owners, pedicab drivers, and pedicab vehicles are subject to all applicable City, County, State, and Federal laws, rules, and regulations.
- (i) Pedicabs shall be operated as close as practicable to the right-hand curb or edge of the roadway, except when necessary to overtake another vehicle, to avoid a stationary object, or when preparing to make a left turn.
- (j) A four-wheeled pedicab shall have a seating capacity for not more than fifteen (15) persons.
- (k) A four-wheeled pedicab shall be equipped with seatbelts for all passengers, seat backs, brakes, reflectors, headlights, and grab rails.
- (l) It is unlawful to operate a pedicab, if said operator is under twenty-one (21) years of age.
- (m) It is unlawful to operate a pedicab without a valid California driver's license.
- (n) It is unlawful to operate a pedicab on a street with a posted speed limit in excess of 30 miles per hour, except to cross the street at an intersection.
- (o) It is unlawful to operate a pedicab unless all passengers are restrained by seatbelts.
- (p) It is unlawful to operate a pedicab while carrying a number of passengers that exceeds the number of available seats.
- (q) It is unlawful to operate a pedicab on any overcrossing.
- (r) It is unlawful to operate a pedicab upon a sidewalk except as may be necessary to enter or leave adjacent property.
- (s) It is unlawful to operate a pedicab on any residential street after 10:00 p.m. and within commercial areas after midnight. The Police Chief may adjust the permitted hours of operation if noise complaints or other health and safety concerns arise.
- (t) It is unlawful to stop or block traffic in order to drop off or pick up passengers. All passengers must enter and exit pedicabs off of the roadway and in a manner that does not impede traffic or create traffic congestion.
- (u) It is unlawful to operate a pedicab without a City approved insurance policy in full force and effect at all times during the operation of the pedicab.
- (v) It is unlawful to operate a pedicab that has broken or inactive equipment, or is otherwise in an unsafe operating condition.

**3-1-1313     Pedicab impound**

Pedicab owners and pedicab drivers are subject to applicable impound provisions in California Vehicle Code Section 22651. Pedicab owners and pedicab drivers are subject



to the same rights and responsibilities as a driver of a moving vehicle as it relates to pedicab impounds.

- (a) Pedicabs subject to impound may be removed by police contract tow companies and are subject to City of Turlock tow fees. Any peace officer, police officer, or parking enforcement officer engaged in traffic or parking enforcement may remove or impound a pedicab under any of the following circumstances:
  - (1) When an operator is issued a citation for a violation of this article.
  - (2) When an operator is arrested and taken into custody;
  - (3) When an operator is physically incapacitated to the extent the operator is unable to safely operate the pedicab;
  - (4) When a pedicab is parked or left standing upon a City street or sidewalk so as to obstruct the normal movement of vehicles or pedestrians or in a condition that creates a hazard; or
- (b) An owner of a pedicab removed pursuant to this section shall be provided an opportunity for a post-storage hearing to determine the validity of the storage, in accordance with California Vehicle Code Section 22852. The impounding agency shall have the burden of establishing the validity of the removal.

### **3-1-1314 Consumption of alcoholic beverages**

The consumption of alcoholic beverages on any pedicab, as defined in VEH 467.5 and this article is subject to the regulations set forth in this section.

- (a) In addition to the driver, an onboard safety monitor who is twenty-one (21) years of age or older shall be present whenever alcohol is being consumed by passengers during the operation of the four-wheeled pedicab. The onboard safety monitor shall not be under the influence of any alcoholic beverage and shall be considered as driving the pedicab for purposes of Article 2 (commencing with Section 23152) of Chapter 12 of Division 11 of the California [Vehicle Code](#) during the operation of the four-wheeled pedicab.
- (b) Both the operator and the onboard safety monitor shall have completed either the Licensee Education on Alcohol and Drugs (LEAD) program implemented by the Department of Alcoholic Beverage Control or a training course utilizing the curriculum components recommended by the Responsible Beverage Service Advisory Board established by the Director of Alcoholic Beverage Control. Operators and onboard safety monitors must carry proof of completion of a LEAD or LEAD equivalent certification and shall present it to law enforcement upon request
- (c) Alcoholic beverages shall not be provided by the operator or onboard safety monitor of the pedicab or any employee or agent of the operator or onboard safety monitor. Alcoholic beverages may only be supplied by the passengers of the pedicab. All alcoholic beverages supplied by passengers of the pedicab shall be in enclosed, sealed, and unopened containers that have been labeled pursuant to Chapter 13 (commencing with Section 25170) of Division 9 of the [Business and Professions Code](#) prior to their consumption on board the pedicab.
- (d) Alcoholic beverages may be consumed by a passenger of the pedicab only while he or she is physically on board and within the pedicab.

- (e) The only alcoholic beverages allowed on board the four-wheeled pedicab are beer with less than seven percent ABV and boxed wine, with a limit of thirty-six (36) ounces of beer or eighteen (18) ounces of boxed wine per passenger.
- (f) No hard liquor, pre-mixed drinks, or gelatin-based alcohol shots are permitted on the pedicab at any time.
- (g) All passengers shall be twenty-one (21) years of age or older if alcohol is consumed during operation of the pedicab.
- (h) For purposes of this section, passengers who are pedaling are not operators of the pedicab.

**3-1-1315 Enforcement**

The Police Chief, or designee, is authorized to administer and enforce the provisions of this chapter. The Police Chief, or designee, may exercise any enforcement powers as provided in this code.

- (a) In addition to any other remedy allowed by law, any person who violates a provision of this chapter is subject to criminal sanctions, civil actions, and administrative penalties pursuant to Chapter 2-11.
- (b) Violations of this chapter are hereby declared to be a public nuisance.
- (c) Unless otherwise specified by law, any person who violates a provision of this chapter is guilty of an infraction, punishable by a fine in accordance with Section 36900 of the California [Government Code](#).
- (d) All remedies prescribed under this chapter shall be cumulative and the election of one or more remedies shall not bar the city from the pursuit of any other remedy for the purpose of enforcing the provisions hereof.

**3-1-1316 Denial, suspension, and revocation of permit**

The police chief, or designee, may deny issuance, suspend, or revoke a pedicab owner permit or pedicab vehicle permit if an applicant for such permit:

- (a) Fails to comply with the requirements of this chapter;
- (b) Misrepresents facts relevant to the fitness of the applicant;
- (c) Violates the traffic laws of the city, county, or state;
- (d) Has been convicted of a crime involving moral turpitude or narcotics, or is required to register pursuant to California Health and Safety Code Section 11590(a);
- (e) Has been convicted for hit and run, driving a vehicle recklessly, or while under the influence of intoxicating alcohol or drug within the seven (7) years immediately preceding application for a pedicab owner permit or pedicab driver permit;
- (f) Has been convicted of any vehicle related crimes, misdemeanors or infractions.
- (g) Fails to maintain the pedicab in good order and repair.

**3-1-1317 Hearing and appeal procedures.**

Whenever the Chief of Police has made a decision or ruling to deny, suspend, or revoke any permit issued under this article, the applicant or holder of the permit may appeal the decision by filing a written request for an appeal hearing to the City Manager within ten (10) days of receipt or constructive receipt of the decision. Until the ruling of the City Manager, the administrative decision shall remain in full force and effect whether it will be for denial of an application, suspension, or revocation.

The City Manager shall provide notice to the appellant and a date for the hearing within twenty (20) days of receipt of the appeal. The hearing shall be set within twenty (20) days, unless the applicant or holder requests a continuance. At the hearing, both the applicant or holder and staff shall have the right to appear and to present evidence and arguments which are relevant to the grounds for the appeal, limited to the grounds for appeal stated in the filing of the appeal. The applicant or holder may appear in person or by submitting written material. A nonappearance and not submitting written material shall result in a withdrawal of the appeal.

Within ten (10) days of the hearing, the City Manager shall issue a written decision which states whether the decision of the administrative staff is to be upheld, modified, or reversed, and the length of any suspension. The decision shall be served on the holder or applicant by certified mail, and the decision of the City Manager shall be final.

**SECTION 2. VALIDITY:** If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

**SECTION 3. ENACTMENT:** Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 27<sup>th</sup> day of September, 2022, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

Signed and approved this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
AMY BUBLAK, Mayor

ATTEST:

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

# ***City Council Staff Report***

## ***September 13, 2022***



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From: Katie Quintero, Development Services Director

Prepared by: Maria Ramos, Community Housing Program Manager

Agendized by: Reagan M. Wilson, City Manager

### **1. ACTION RECOMMENDED:**

Resolution: Approving the Fiscal Year 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG), CDBG-CARES and HOME Investment Partnership Program (HOME), and authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorizing the City Manager or designee to execute related necessary documents

### **2. SYNOPSIS:**

Approving the submission of the Fiscal Year 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER) to the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program (CDBG), CDBG-CARES and HOME Investment Partnership Program (HOME).

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

This required report discusses program outcomes for the 2021-2022 fiscal year utilizing Federal Community Development Block Grant (CDBG), CDBG-CARES, and HOME Investment Partnerships Program (HOME). Turlock (City) is a direct entitlement City for CDBG funds and also served at the lead agency for HOME funds for the City of Turlock/Stanislaus County HOME Consortium (Consortium). Consortium members include the jurisdictions of Turlock, Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, County of Stanislaus unincorporated areas, and Waterford. Stanislaus County's jurisdiction is comprised of the unincorporated County containing sixteen (16) communities.

The City continues to make progress with these funds in increasing the supply of affordable housing, homeownership, rehabilitation, public facilities, and public services. The City works toward affirmatively furthering fair housing. In addition to

the data provided below, this CAPER discusses affordable housing outcomes, homelessness, and special needs activities, and other City actions in furtherance of the City's HUD Annual Plan Goals and Objectives.

As a CDBG entitlement community and the lead agency in the Turlock HOME Consortium, the City of Turlock is required annually to complete a CAPER. The City does not currently receive Emergency Shelter Grant (ESG) funding. ESG funds are received and managed by Stanislaus County. This report is the City's CAPER for CDBG and HOME Consortium programs for the Fiscal Year 2021 (PY2021) (July 1, 2021 to June 30, 2022).

Prior to the end of each federal fiscal year, HUD requires a jurisdiction to submit a Consolidated Annual Performance Evaluation Report (CAPER) which describes the activities undertaken in the Annual Action Plan and the resulting accomplishments during the reporting period. It is HUD's direction that the Annual Action Plan guide the allocation of resources and other investment decisions made by the City to assist lower income Turlock residents and neighborhoods. In turn, the CAPER then reveals how the resources were utilized in accordance to the priorities established in the Consolidated Plan. It also details the performances that provided additional affordable housing and support services during the reporting period.

The City's Consolidated Plan identifies as a high priority needs: Public infrastructure, Affordable Housing, Public Services, Community Emergency Responses (CDBG-CARES) and Homeless Services. Consistent with the priorities outlined in the Consolidated Plan, during the 2021-2022 fiscal year, the City undertook the following activities that addressed the housing needs identified in the 2021-2022 Annual Action Plan:

- The City continued to administer a First Time Home Buyers Program for low-income first-time homebuyers which provides low interest loans to qualified clients. The program is funded with HOME, CalHome, State Home, and CDBG. Unfortunately, during this current year, neither Turlock nor its Consortium members assisted any income eligible homebuyers. This was due to the low housing inventory and the high cost of housing in Stanislaus County. As such, the annual expected progress toward the program goal was not reached.
- The City acquired one (1) fourplex. This property will be rehabilitated to create four (4) affordable housing units.
- The City rehabilitated three (3) city owned properties. These properties consisted of one (1) single family unit and one (1) duplex property. These properties had been previously acquired by the City. Properties will be sold to a non-profit agency to create affordable housing units.

- The City continued offering a Housing Rehabilitation Program for both owner and renter occupied homes, for the repair of homes within the City and assisted income eligible clients including the elderly, handicapped and other special needs populations to improve housing conditions. The City offered loans and grants to maintain single and multifamily affordable housing stock. During this past fiscal year, the department provided two (2) loans to borrowers.
- The City continued offering Public Service grants to assist agencies to provide assistance to low- and moderate-income persons who are in need of services such as food, shelter, and youth services. A total of ten (10) Public Service grants were awarded to qualifying non-profit agencies totaling \$220,000 (\$134,915.54 expended). The agencies provided services that were consistent with the goals and objectives of the Consolidated Plan and served low/moderate income households/persons in Turlock. Services included a shelter for homeless adult men, senior meals, emergency food boxes, youth recreation, homeless youth outreach, homeless counseling services, self-sufficiency for immigrants, senior eye care, financial stability and legal services and fair housing.
- The City offered CDBG-CARES funds to assist households affected by COVID-19 with up to six (6) months of rent, mortgage and/or utility assistance. A total of fifteen (15) households were assisted. A total of \$94,120 was expended.

**4. BASIS FOR RECOMMENDATION:**

HUD has awarded the City of Turlock CDBG, CDBG-CARES and HOME Consortium federal funds to carry out activities that benefit low- and moderate-income persons. The proposed Consolidated Annual Performance and Evaluation Report (CAPER) provides the vehicle to explain and report on the outcomes of the federal funds expended for the proposed activities. Staff recommends approval of the CAPER and its submission to HUD.

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

**Fiscal Impact**

No impact on the City's General Fund budget. The FY 2021-2022 activities were funded with CDBG, CDBG-CARES, CalHome, State HOME, and/or HOME Consortium funds. Appropriate funds were budgeted in that fiscal year to cover these activities.

**6. Staff recommendation:**

Staff recommends approval of the 2021-2022 CAPER.

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

Recommend Approval.

**8. ENVIRONMENTAL DETERMINATION:**

All environmental review for these activities, which is governed by National Environmental Policy Act (NEPA), was completed prior to any activity being undertaken.

**9. ALTERNATIVES:**

A. The City Council could choose not to approve the proposed Consolidated Annual Performance and Evaluation Report (CAPER). This alternative is not recommended as the City of Turlock and the HOME Consortium will not be following the reporting requirements to Housing and Urban Development (HUD) and would jeopardize future funding.

B. The City Council could choose to not submit the Consolidated Annual Performance and Evaluation Report (CAPER) to Housing and Urban Development (HUD). This alternative is not recommended as it is a requirement of grant compliance and would jeopardize any future funding.

**10. ATTACHMENTS:**

A. Draft Resolution

B. Consolidated Annual Performance and Evaluation Report

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE	}	2022-XXX
FISCAL YEAR 2021-2022 CONSOLIDATED	}	
ANNUAL PERFORMANCE AND	}	
EVALUATION REPORT (CAPER) THE	}	
COMMUNITY DEVELOPMENT BLOCK	}	
GRANT PROGRAM (CDBG), CDBG-CARES	}	
AND HOME INVESTMENT PARTNERSHIP	}	
PROGRAM (HOME), AND AUTHORIZING	}	
SUBMISSION OF THE CAPER TO THE	}	
UNITED STATES DEPARTMENT OF	}	
HOUSING AND URBAN DEVELOPMENT	}	
(HUD), AND AUTHORIZING THE	}	
CITY MANAGER OR DESIGNEE TO	}	
EXECUTE ALL RELATED ANY NECESSARY	}	
<u>DOCUMENTS</u>	}	

**WHEREAS**, the City of Turlock receives federal grant funds from the United States Department of Housing and Urban Development (HUD) for affordable housing and related activities with the City of Turlock; and

**WHEREAS**, the City of Turlock is an entitlement City under the Community Development Block Grant (CDBG); and

**WHEREAS**, the City of Turlock, as the previous Lead of the City of Turlock/Stanislaus County HOME Consortium remains responsible for management and expenditures of funding from the grants received from fiscal year 2000-2001 through 2021-2022; and

**WHEREAS**, the Housing and Community Development Act of 1974, as amended, requires local governments to formulate a Consolidated Plan as part of the eligibility requirements for CDBG and HOME funds; and

**WHEREAS**, the Consolidated Plan is a five-year strategy to address community needs as identified by staff and community residents; and

**WHEREAS**, the Consolidated Annual Performance and Evaluation Report (CAPER) is the tool used by HUD to report on the progress made in accomplishing the goals set forth in the Five (5) year Consolidated Plan in the Annual Action Plan for the CDBG, CDBG-CARES, and HOME funds; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve and authorize the Fiscal Year 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG), CDBG-CARES and HOME Investment Partnership Program (HOME), authorizing the submission of the CAPER to HUD, and authorizing the City Manager or designee to execute all related and necessary documents.



**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13<sup>th</sup> day of September, 2022, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



DRAFT CAPER  
for public comments

# Consolidated Annual Performance and Evaluation Report (CAPER)

**Fiscal Year 2021-2022**  
(July 1, 2021 through June 30, 2022)

## City of Turlock and Turlock/Stanislaus County HOME Consortium



Prepared by:

City of Turlock  
**Housing Program Services Division**  
156 South Broadway, Suite 140, Turlock, CA 95380  
(209) 668-5610, Fax (209) 668-2120, TDD 1 800 735-2929  
Website: [www.cityofturlock.org](http://www.cityofturlock.org)

Approval by Council on September 13, 2022 (pending)



## HOME CONSORTIUM MEMBERS

### CITY OF CERES

Mayor Javier Lopez  
Councilmember James Casey  
Councilmember Bret Silveira  
Councilmember Mike Kline  
[www.ci.ceres.ca.us](http://www.ci.ceres.ca.us)

### CITY OF RIVERBANK

Mayor Richard D. O'Brian  
Vice Mayor Cal Campbell  
Councilmember Rachel Hernandez  
Councilmember Luis Uribe  
Councilmember Darlene Barber-Martinez  
[www.riverbank.org](http://www.riverbank.org)

### CITY OF HUGHSON

Mayor George Carr  
Mayor Pro Tem Harold Hill  
Councilmember Michael Buck  
Councilmember Samuel Rush  
Councilmember Ramon Bawan  
<http://hughson.org>

### STANISLAUS COUNTY BOARD OF SUPERVISORS

District 1 Buck Condit  
District 2 Vito Chiesa  
District 3 Terry Withrow  
District 4 Mani Grewal  
District 5 Chance Condit  
[www.stancounty.com](http://www.stancounty.com)

### CITY OF NEWMAN

Mayor Casey Graham  
Councilmember Vacant  
Councilmember Scott Ball  
Councilmember Laroy McDonald  
Councilmember John Pimentel  
[www.cityofnewman.com](http://www.cityofnewman.com)

### CITY OF TURLOCK

Mayor Amy Bublak  
Councilmember Nicole Larson  
Councilmember Rebecka Monez  
Councilmember Andrew Nosrati  
Councilmember Pam Franco  
[www.cityofturlock.org](http://www.cityofturlock.org)

### CITY OF OAKDALE

Mayor Cherilyn Bairos  
Mayor Pro Tem Christopher Smith  
Councilmember Bob Amaral  
Councilmember Fred Smith  
Councilmember Curtis Haney  
[www.oakdalegov.com](http://www.oakdalegov.com)

### CITY OF WATERFORD

Mayor Jose Aldaco  
Vice Mayor Joseph Ewing, III  
Councilmember Jamie Hilton  
Councilmember Jill Kitchens  
Councilmember Elizabeth Talbott  
[www.cityofwaterford.org](http://www.cityofwaterford.org)

### CITY OF PATTERSON

Mayor Dennis McCord  
Councilmember Shivaugn Alves  
Councilmember Alfred Parham  
Councilmember Dominic Farinha  
Councilmember Cynthia Homen  
[www.ci.patterson.ca.us](http://www.ci.patterson.ca.us)

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## Attachments

- Attachment 1- IDIS CDBG PR26 Report
- Attachment 2- Public Notices
- Attachment 3- Public Service Projects
- Attachment 4- IDIS CDBG-CV PR26 Report

## Introduction

The 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the second reporting period (from July 1, 2021 to June 30, 2022) of the Five-Year Consolidated Planning period. The City of Turlock (City) is the recipient of federal Community Development Block Grant (CDBG) funding including CDBG CARES (CDBG-CV), and served as the lead agency for the City of Turlock/Stanislaus County HOME Investment Partnerships Program (HOME) Consortium (Consortium). The United States Department of Housing and Urban Development (HUD) provides these funds to the City on a formula basis.

HUD requires the City to prepare and submit a Consolidated Plan and Annual Action Plans to inform HUD on how the allocated grant funding will be used. At the end of each fiscal year, HUD requires this annual CAPER report, to report on the progress made in accomplishing the goals set forth in the Consolidated Plan and Annual Action Plan for CDBG and HOME funds.

The City utilized other Federal, State and local resources, including CalHome and Successor Agency funds to address housing and community development priority needs identified in the Consolidated Plan. The CAPER identifies the programs and activities the City undertook during the Program Year (also known as fiscal year) to meet underserved needs identified in the Consolidated Plan. In addition, the CAPER discusses the actions the City took to address the following: lead based paint hazards, barriers to affordable housing, households at or below the poverty level and fair housing.

Stanislaus County is recognized as an eligible Urban County by the U.S. Department of Housing and urban Development (HUD). The Urban County is comprised of Stanislaus County unincorporated communities and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, and Waterford, collectively hereafter referred to as the Stanislaus Urban County. The City of Turlock partnered with the Stanislaus Urban County to form the City of Turlock/Stanislaus County HOME Consortium (Consortium).

### **Recurring Acronyms in this Report:**

- **AAP**- Annual Action Plan
- **CAPER**-Consolidated Annual Performance and Evaluation Report
- **CDBG**- Community Development Block Grant
- **CDBG-CV**- Community Development Block Grant CARES
- **CHDO**- Community Housing Development Organization
- **CoC**- Continuum of Care
- **Consortium**- City of Turlock/Stanislaus County HOME Consortium
- **ESG**- Emergency Shelter Grant
- **FTHB**- First Time Home Buyer
- **FY** – Fiscal Year (July 1 to June 30). Also known as the Program Year.
- **HOME**- HOME Investment Partnership Program
- **HUD**- Housing and Urban Development
- **IDIS**- Integrated Disbursement and Information System
- **PI**- Program Income (revenue from grant funds)
- **SRHA**-Stanislaus Regional Housing Authority

As the lead agency, the City of Turlock administers the HOME program for the Urban County and reports comprehensive HOME activity for the partnering jurisdictions as part of the City of Turlock's CAPER.

The City of Turlock and Consortium have successfully completed the second year of its FY 2020-2021 to FY 2024-2025 Consolidated Plan. The Plan is a reflection of the Consortium partners' community vision and outlines priority needs, goals and objectives adopted to achieve the vision.

The overall goal of the community planning and development programs covered in the Plan is to develop viable communities by providing decent, safe and sanitary housing; promoting suitable living environment and expanding economic opportunities for low and moderate income persons.

This CAPER also provides a summary of the resources available, the programmatic accomplishments in affordable housing, and the community development activities during the 2021-2022 fiscal year (July 1, 2021 through June 30, 2022) for the City of Turlock and the City of Turlock/Stanislaus County HOME Consortium.

Specific Fiscal Year 2021-2022 projects and their accomplishments are identified in the respective program sections of this document. The format of this document is designed after a HUD document template that includes a series of questions in relation to specific funding programs (CDBG, HOME, etc.). Responses to those questions are provided directly below each question.

## CR-05 – Goals and Outcomes

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

This report discusses program outcomes for the 2021-2022 fiscal year utilizing Federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). Turlock (City) is a direct entitlement city for CDBG funds and also serves at the lead agency for HOME funds for the City of Turlock/Stanislaus County HOME Consortium (Consortium). Consortium members include the jurisdictions of Turlock, Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, County of Stanislaus unincorporated areas, and Waterford. Stanislaus County's jurisdiction is comprised of the unincorporated County containing sixteen communities.

The City continues to make progress with these funds in increasing the supply of affordable housing, homeownership, rehabilitation, public facilities, and increasing public services. The City works toward affirmatively furthering fair housing. In addition to the data provided below, this CAPER discusses affordable housing outcomes, homelessness and special needs activities, and other City actions in furtherance of the City's HUD Annual Plan Goals and Objectives.

Consistent with the priorities outlined in the Consolidated Plan, during the 2021-2022 fiscal year, the City and the Consortium undertook the following activities that addressed the housing needs:

- **FTHB:** The City and Consortium continued to administer a First Time Home Buyers (FTHB) Program for low-income, first time homebuyers which provides low interest loans to qualified clients to purchase a home. The City of Turlock utilized various resources including the HOME Program, CDBG, and CalHome to fund the program. Turlock and the Consortium members unfortunately did not provide any First Time Home buyer loans.

- Rehabilitation: The City continued offering a Housing Rehabilitation Program, for the repair of homes within the City and assists income eligible clients including the elderly, handicapped and other special needs, improving housing conditions. The program was able to provide two owner-occupied rehabilitation loans. Temporary relocation funding was provided to one client. Forgivable Loans are often used in concert with the rehabilitation loans that are provided for rehabilitation work to remedy code violations and accessibility items for seniors, disabled and income eligible families. The Forgivable Loan amount cannot exceed \$15,000. Families are only eligible to receive the Forgivable Loan funding on a one time basis, even if the maximum limit was not received. Forgivable Loan funding can be combined with other rehabilitation program funding and forgiven over a five year period as long as all the terms of the loan are met.
- Acquisitions of multi-family units for rehabilitation and sale to eligible non-profit agencies: The city provided one duplex for rental to two income qualified tenants. The City previously acquired a rental project which consists of four (4) units. The rehabilitation will be completed in fiscal year 2022-2023.
- The previously acquired single-family unit was rehabilitated and rented as an affordable housing unit.
- Public Service Grants including fair housing: The City provides funding annually to non-profit agencies to provide eligible public service activities including fair housing services. A total of ten (10) Public Service grants were awarded to qualifying non-profit agencies.
- A Public Serve Grant provide through CDBG-CV: The City provide funding to a non-profit agency to provide rent/mortgage/utility assistance to those affected by COVID.

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Admin	Administration	Other	Other	N/A	N/A	N/A	N/A	N/A	N/A
Community Emergency Response Program	Non-Housing Community Development	Public Service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	0	0.00%	150	39 CDBG-CV	26%
Improve Infrastructure and Public Facilities	Non-Housing Community Development	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	400	0	0.00%	400	0	0%
Increase and Improve Supply of Affordable Housing	Affordable Housing	Rental units rehabilitated	Household Housing Unit	40	0	0.00%	10	0	0%
Increase and Improve Supply of affordable Housing	Affordable Housing	Homeowner Housing Rehabilitated	Household Housing Unit	50	10	0.00%	14	2	15%



Increase and Improve Supply of affordable Housing	Affordable Housing	Direct Financial Assistance to Homebuyers	Households Assisted	50	2	4.00%	12	0	0%
Provide Public Services	Homeless Non-Homeless Special Needs	Public service activities other than low/Moderate Income Housing Benefit	Persons Assisted	3500	671	20.00%	1487	956	65%
Provide Public Services	Homeless Non-Homeless Special Needs	Public Service for activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0	0.00%	0	0	0%
Work to End and Prevent Homelessness	Homeless	Homeless Person Overnight Shelter	Persons Assisted	1000	0	0.00%	1000	289	29%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

The City's Consolidated Plan identifies as a high priority needs; Public infrastructure, Affordable Housing, Public Services, and Homeless services. Consistent with the priorities outlined in the Consolidated Plan, during the 2021-2022 fiscal year, the City undertook the following activities that addressed the housing needs:

- The City continued to administer a First Time Home Buyers Program for low-income first time homebuyers which provides low interest loans to qualified clients. The program is funded with HOME, CalHome, State Home, and CDBG. Unfortunately, the City was not able to assist any homebuyers this fiscal year. Due to the high cost of housing in Stanislaus County, the annual expected progress toward the program goal was not reached. Staff continues to market the program with realtors and lenders.
- The Consortium members continued to administer First Time Home Buyers Programs to provide down payment assistance to low income buyers using HOME funds. Consortium members were not able to assist any clients. Due to the high cost of housing in Stanislaus County, the annual expected progress toward the program goal was not reached. Staff continues to market the program with realtors and lenders.
- The previously acquired duplex was rehabilitated and rented as affordable housing.
- Staff continues to market the Rehabilitation program to reach the strategic plan goals.
- The City continued offering a Housing Rehabilitation Program for both owner and renter occupied homes, for the repair of homes within the City and assists income eligible clients including the elderly, handicapped and other special needs, improving housing conditions. The City offers loans and grants to maintain single and multifamily affordable housing stock.
- The City continued offering Public Service grants to assist agencies to provide assistance to low and moderate income persons who are in need of services such as food, shelter, and youth services. A total of Ten (10) Public Service grants were awarded to qualifying non-profit agencies totaling \$220,000 (\$134,915 expended). The agencies provided services that were consistent with the goals and objectives of the Consolidated Plan and served low/moderate income households/persons in Turlock. Services included a cold winter shelter for homeless adults, senior meals, emergency food boxes, youth recreation, homeless youth outreach, homeless housing counseling, eye care for older residents and fair housing. The agencies were affected by COVID and made accommodations as necessary for the safety of clients and staff, but some agencies were not able to provide services at the level they had previously.
- The City will continue to encourage private, for-profit and non-profit developers to construct affordable rental housing utilizing Low-income Housing Tax Credits, HOME, Mortgage Revenue Bonds, Section 202 and the Affordable Housing Goals outlined in the final draft of the Housing Element. The City may provide incentives such as impact fee deferrals/financing and density bonuses to assist developers in achieving affordable rents.

**CR-10 – Racial and Ethnic composition of families assisted**

**Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)**

	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>
White	REHAB 2 FTHB 0 PS 752	2 (High)	0
Black or African American	PS 60	0	0
Asian	PS 78	0	0
American Indian or American Native	PS 10	0	0
Native Hawaiian or Other Pacific Islander	PS 4	0	0
American Indian or Alaska Native & white	PS 3	0	0
Asian & White	PS 0	0	0
Black or African American & White	PS 4	0	0
American Indian or Alaska Native & White	PS 1	0	0
Balance/Other	PS 17	0	0
<b>Total</b>	958	2	<b>N/A</b>
Hispanic	Rehab 1 FTHB 0 P/S 303 =304	0	0
Not Hispanic	654	2	0

**Table 2 – Table of assistance to racial and ethnic populations by source of funds**

**Narrative**

The City of Turlock and Consortium identifies priority need and offers services and programs to eligible households regardless of race or ethnicity. This table is generated by the HUD CAPER template and the information reported reflects demographic information provided by participants and recorded in the HUD reporting system. The City of Turlock does not receive Emergency Shelter Grant (ESG) funding.

For Turlock’s CDBG Public Service Grants to non-profit agencies, 956 unduplicated clients were served. Of them 752 were White, 60 were Black or African American, 78 were Asian, 10 were American Indian/Alaskan Native, 4 were Native Hawaiian or Other Pacific Islander, 3 was American Indian or Alaska Native & White, 0 were Asian and White, 4 were Black or African American & White, 1 were American Indian or Alaska Native & Black or African American and 17 were Other breakdowns. Of them 212 were over 62 years old, 352 were people with disabilities and 53 had a female head of household. Not all races are listed in the table above.

For Turlock’s CDBG-CV (CDBG CARES) Public Service Grant to one non-profit agency, 39 unduplicated clients were served with combinations of rent/utility/mortgage assistance to support those experiencing verifiable financial impacts of the COVID-19 pandemic. The program offered up to six months of assistance depending on the clients need. Most clients utilized six months of

assistance and only two households utilized only utility assistance. Clients were also provided case management support after the assistance was provided to help in the ongoing sustainability of the client. Of the 39 clients served 30 were White, 4 were Black or African American, 4 were American Indian/Alaskan Native, and 1 was Black or African American and White. Income levels: 25 were extremely low income (0-30% of AMI) and 14 were low income (31-50% AMI). (Data not included in CR-10 table above)

According to the April 1, 2020 Census, persons who categorized themselves as white (single race) represented 72.2 percent of the Turlock population and 82.5 percent of the Stanislaus County population. In the City 40.1 percent are of Hispanic origin (of any race), versus 49.5 percent in the County. For more detailed demographic information see the census website at <http://census.gov>.

CR-15 – Resources and Investments 91.520(a)

**Identify the resources made available**

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	Federal	2,510,952 (Estimate)	690,380 (Estimate)
HOME	Federal	6,304,808 (Estimate)	156,104 (Estimate)
Other (CDBG-CV)	Federal	861,502	94,120

**Table 3 - Resources Made Available**

**Narrative**

The City of Turlock receives entitlement Community Development Block Grant (CDBG) funds. The City of Turlock/Stanislaus Urban County HOME Consortium receives HOME Investment Partnerships Program (HOME) funds. The City of Turlock does not receive Emergency Shelter Grant (ESG) funding.

**Identify the geographic distribution and location of investments**

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Ceres	10	0	No projects completed
Hughson	14	0	No projects completed
Newman	10	0	No projects completed
Oakdale	08	0	No projects completed
Patterson	09	0	No projects completed
Riverbank	09	0	No projects completed
Turlock	16	100	Acq/Rehab projects
Unincorporated Stanislaus County	09	0	No projects completed
Waterford	14	0	No projects completed

**Table 4 – Identify the geographic distribution and location of investments**

**Narrative**

The City of Turlock utilized resources from the Federal government, to support housing and community development activities during fiscal year 2021-2022. These resources were leveraged with investments made by private and non-profit organizations. The following section describes each funding source used during the year.

HUD requires expenses, activities, and accomplishments to be logged into its computerized online reporting system known as the Integrated Disbursement and Information System (IDIS). Expenses in the IDIS reports may not correspond to numbers in this CAPER report due to funds not being drawn down within the fiscal year. CDBG funding expenditures are summarized in the IDIS PR26 report attached to this CAPER report. The City of Turlock advances city funds to Consortium members, and then draws funds down in IDIS to reimburse the city. Turlock does not fund the activities in IDIS until the project draws are internally processed.

The City acquired property which will be used to address the needs as stated in accordance with the plan. No other publicly owned land was available to utilize in order to meet additional goals in the plan.

#### Community Development Block Grant (CDBG) Program

CDBG funds are made available to the City on an entitlement basis. The exact amount of funds allocated to the City is based on a HUD formula. In Fiscal Year 2021-2022, the City's entitlement allocation was \$664,036. The entitlement allocation was appropriated for a variety of housing-related and community development projects benefitting low and moderate-income families.

#### Community Development Block Grant -CARES (CDBG-CV) Program

CDBG-CV funds were made available to assist low-to moderate income households with rent/mortgage/utility assistance for up to six months for those affected by COVID-19. **In Fiscal Year 2021-2022 the amount available was \$XXXXXXXXXXXXXX.**

#### HOME Investment Partnership (HOME) Program

As the lead agency, in Fiscal Year 2021-2022, the City received an allocation of \$1,468,808 on behalf of the City of Turlock/Stanislaus County HOME Consortium (Consortium). These funds are being used to expand the availability of affordable housing to benefit low income families.

#### Housing Choice Voucher (previously known as Section 8 rental assistance)

The Stanislaus Regional Housing Authority administers the Housing Choice Voucher rental subsidy program for most Stanislaus County jurisdictions, including the City of Turlock. The program is a federally funded, locally administered rental assistance program for low-income families, senior citizens, persons with disabilities, and veterans.

#### State Funding Sources (CalHome and State HOME)

The State of California Department of Housing and Community Development (HCD) is the State agency that provides funding for different affordable housing projects and programs. The City of Turlock was awarded CalHome and State HOME funds and uses them for First Time Home Buyer down payment assistance.

#### Emergency Solution Grant (ESG)

The City of Turlock does not receive ESG funding.

### Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

The City has actively sought funding sources in addition to CDBG and HOME to leverage its resources. Funds which were available during the fiscal year were CalHome, State HOME, Low-income Housing Tax Credits, Successor Agency funds, and local developer contributions.

#### State Funding- CalHome

The City applied for and was awarded the 2008, 2011, and 2012 CalHome funds to fund First Time Home Buyer (FTHB) loans. In fiscal year 2021-2022, no loans were provided. A total of 53 loans have previously been provided using the CalHome grant funds. The CalHome grants have expired, but the City will be able to use loan payment revenue (reuse funds) for future loans.

**State Funding- State Home Program**

The City applied for and was awarded several State HOME grants to fund First Time Home Buyer (FTHB) loans prior to becoming a Consortium member. The City utilizes program income generated from past loan payments to provide additional first time home buyer loans to qualified clients in accordance with the grant requirements.

**Consortium Leveraging**

For the Turlock/Stanislaus County HOME Consortium, each member jurisdiction historically has leveraged their HOME allocation with local Redevelopment Agency funds/Successor Agency funds, Low Income Housing Tax Credits, CalHome, Neighborhood Stabilization Program (NSP) and Housing Choice Voucher funds (previously known as Section 8). The Consortium allocates HOME funds on a formula basis to the Consortium members. Consortium members include the jurisdictions of Turlock, Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, County of Stanislaus unincorporated areas, and Waterford. Stanislaus County's jurisdiction is comprised of the unincorporated County containing sixteen communities.

**Matching for the HOME Program**

Unless granted a waiver, the Consortium must match 25 cents for each dollar of HOME funds spent on affordable housing. Match contributions made in excess of match obligations may be carried forward as match credit toward meeting obligations incurred in future years. The match is tracked by Federal fiscal year (October 1-September 30). Eligible forms of matching contributions are regulated by HUD. Consortium members take advantage of eligible sources of matching towards projects to meet the matching requirements. See the table below for HOME matching information.

<b>Fiscal Year Summary – HOME Match</b>	
1. Excess match from prior Federal fiscal year	4,665,381
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	4,665,381
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	4,665,381

**Table 5 – Fiscal Year Summary - HOME Match Report**

<b>Match Contribution for the Federal Fiscal Year</b>								
<b>Project No. or Other ID</b>	<b>Date of Contribution</b>	<b>Cash (non-Federal sources)</b>	<b>Foregone Taxes, Fees, Charges</b>	<b>Appraised Land/Real Property</b>	<b>Required Infrastructure</b>	<b>Site Preparation, Construction Materials, Donated labor</b>	<b>Bond Financing</b>	<b>Total Match</b>
None	N/A	0	0	0	0	0	0	None

**Table 6 – Match Contribution for the Federal Fiscal Year**

**HOME MBE/WBE report**

<b>Program Income – Enter the program amounts for the reporting period</b>				
<b>Balance on hand at beginning of reporting period</b>	<b>Amount received during reporting period</b>	<b>Total amount expended during reporting period</b>	<b>Amount expended for TBRA</b>	<b>Balance on hand at end of reporting period</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
	_336,000 (estimated)		0	0

**Table 7 – Program Income**



<b>Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period</b>						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
<b>Contracts</b>						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
<b>Sub-Contracts</b>						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
<b>Contracts</b>						
Dollar Amount	0	0	0			
Number	0	0	0			
<b>Sub-Contracts</b>						
Number	0	0	0			
Dollar Amount	0	0	0			

**Table 8 – Minority Business and Women Business Enterprises**

<b>Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted</b>						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

**Table 9 – Minority Owners of Rental Property**

<b>Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition</b>		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

**Table 10 – Relocation and Real Property Acquisition**

CR-20 – Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	4	0
<b>Total</b>	<b>4</b>	<b>0</b>

**Table 11 – Number of Households**

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	4	0
Number of households supported through Rehab of Existing Units	14	2 Rehab
Number of households supported through Acquisition of Existing Units	3	2 (High St)
<b>Total</b>	<b>21</b>	<b>4</b>

**Table 12 – Number of Households Supported**

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

Turlock’s Strategic Plan outlines the City’s plans to assist in the development of affordable housing through First Time Home Buyer loans under the HOME program. Due to market housing availability and prices, most home purchase prices in Turlock exceed the maximum purchase price allowed by United States Department of Housing and Urban Development (HUD), making it difficult for our buyers to either locate a property or locate a property within their price range. To help our buyers, the City prepared a market study, to increase the purchase price limit.

As for affordable housing development, unfortunately, the City does not receive sufficient CDBG funds to construct affordable housing given its high cost (i.e. land, construction, permit fees, etc.). There are simply not enough funds available from the yearly CDBG allocation to meet these and other needs in the community.

To continue providing and crating affordable units, the City acquires properties which consists of multi-family and single-family units. The rehabilitation is expected to be completed in fiscal year 2022-2023.

**Discuss how these outcomes will impact future annual action plans.**

The City plans to address housing needs, but without significant additional resources, the City will continue to focus CDBG and HOME dollars where they will do the most good for the low and moderate households. The City will continue to look for additional resources to support affordable housing.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

<b>Number of Persons Served</b>	<b>CDBG Actual</b>	<b>HOME Actual</b>
Extremely Low-income (under 30%)	PS 774	2 (High St)
Low-income (30-80%)	PS 178 + 2 Rehab	0
Moderate-income (over 80%)	PS 4	0
<b>Total</b>	958	<b>2</b>

**Table 13 – Number of Persons Served**

**Narrative Information**

Consistent with the priorities outlined in the Consolidated Plan, during the 2021-2022 fiscal year, the City undertook the following activities that addressed the housing needs:

- The City continued to administer a First Time Home Buyers (FTHB) down payment assistance program for low-income which provide low interest loans. The program utilizes various home purchase assistance resources including the HOME, CDBG, State Home, and CalHome funding. Turlock was not able to an income eligible homebuyer utilizing HOME and CDBG funding.
- The Consortium members offered a First Time Home Buyers (FTHB) down payment assistance program for low-income which provide low interest loans. The program utilized HOME funding. No homebuyers were assisted.
- The City offered Public Service grants to ten eligible non-profit agencies through CDBG funding to provide services to eligible clients.
- The City offered Public Service grant to 1 eligible non-profit agency through CDBG-CV funds to provide rent/mortgage/utility assistance to eligible clients.
- The City acquired and rehabilitated a duplex and provided affordable rental housing to two clients.
- The City continued offering a Housing Rehabilitation Program, which is for repair of homes within the City and assists families at 80% or below of the Stanislaus County Median Area

Income including elderly, handicapped and other special needs. Two families were assisted.

- The Consortium offered a Housing Rehabilitation Program, which is for repair of homes within the City and assists elderly, handicapped and other special needs, improving housing conditions. Unfortunately, no families were assisted.

CR-25 – Homeless and Other Special Needs 91.220(d,e);  
91.320(d,e); 91.520(c)

**Evaluate the jurisdiction’s progress in meeting its specific objectives for reducing and ending homelessness through:**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Throughout Fiscal Year 2021-2022, the City of Turlock utilized Community Development Block Grant (CDBG) funds for Public Services to implement strategies to assist in addressing the City's Homeless population. This Fiscal Year, United Samaritans Foundation and We Care of Turlock received CDBG public services funding to provide homeless prevention, case management, food boxes, shelter, and re-housing services.

We Care of Turlock and Turlock Gospel Mission (TGM) operate homeless shelters that provided case managers who work with each person or household to develop a goal oriented housing action plan, which centers on identifying and connecting clients with any needed services such as obtaining birth certificates and social security cards as well as Temporary Assistance to Needy Families (TANF), Food Stamps, Veteran’s Benefits, budgeting, job training, employment opportunities, etc.

We Care and Turlock Gospel Mission also operate homeless shelter services. We Care provides nightly shelter to single men and Turlock Gospel Mission provides nightly shelter to women, women with children, and men. Turlock Gospel Mission also operates a day center for homeless men and women. Facility currently undergoing repairs and should reopen in fiscal year 2022-2023. The day center also serves as a cooling and warming center.

Center for Human Services provided Youth Street Outreach and engagement services targeting unaccompanied Turlock youth, ages 12-24 who are experiencing homelessness and are unsheltered. They partnered with other outreach teams and engaged youth experiencing homelessness.

Family Promise is an interfaith hospitality network of local congregations that help reduce homelessness by providing the necessary resources to assist families transition from homelessness to self-sufficiency. Turlock has assisted Family Promise with three affordable housing units for housing of their clients.

HAVEN Women’s Shelter provides shelter to assist persons experiencing domestic violence, sexual assault, and human trafficking. In addition to shelter they advocate, provide support

groups, legal services, and a clothes closet. The city has been able to assist HAVEN by providing an office space and a single-family home for sheltering of their clients.

The Consortium, in collaboration with the Stanislaus County Continuum of Care (CoC) has been making efforts to reduce chronic homelessness. The CoC developed a system for coordinated intake, assessment and referral that fully complies with the requirements of the CoC.

Through the use of its own Emergency Shelter Grant (ESG) funds, the Stanislaus Urban County provided funding to the CoC to assist with Homeless Management Information System (HMIS) data entry. This effort allowed client data from non-HUD funded homeless service providers to enter into HMIS, which will allow the CoC's homeless data collection to act as a much more valuable tool for tracking individuals patterns into and out of homelessness. Overall, the sub-committee made great strides toward improving data quality and the consistency of the intake process for shelter, homeless prevention, and rapid rehousing activities.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Throughout Fiscal Year 2021-2022, the City of Turlock utilized CDBG Public Service grant funds to help implement strategies to assist in addressing the City's Homeless population. This Fiscal Year, We Care of Turlock provided an emergency shelter for men over 18 years of age from July 19, 2021 through June 30, 2022 with a limit of 49 beds. Warm meals were provided nightly by churches, organizations and individual families.

Also, in the community, Turlock Gospel Mission (TGM), in collaboration with faith-based groups, operated an emergency shelter for homeless women, women with children, and men in Turlock. They provided food and other services to clients to help them find needed assistance. In addition, the City has worked with Family Promise, a family shelter, transitional housing and support service provider to add two units of transitional housing for homeless families. TGM offers 60 beds and 31 cots are available for overflow.

### **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The City of Turlock provided public service grant funds to agencies that provided food, fair housing counseling, and other services that assisted persons to prevent homelessness. The City of Turlock is a member of the Stanislaus County Continuum of Care (CoC) which works with multiple agencies in the county. The CoC continues to make progress toward the ultimate goal of reducing the homeless population through a combination of efforts including emergency shelters, case management, supportive services, permanent supportive housing, rental assistance and transitional housing programs.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

In Fiscal Year 2021-2022, the City of Turlock partnered with service providers through the Community Development Block Grant (CDBG) Public Services Grant Program to provide direct and indirect services to homeless persons and families.

We Care of Turlock received CDBG Public Services funding to provide homeless prevention, case management and re-housing services. They provide guidance to assist clients with needs to get them closer to being able to participate in transitional housing opportunities.

TGM operated the Homeless Assistance Ministry that provided case managers who work with each person or household to develop a goal-oriented housing action plan, which centers on identifying and connecting clients with any needed services such as obtaining birth certificates and social security cards as well as Temporary Assistance to Needy Families (TANF), Food Stamps, Veteran's Benefits, budgeting, job training, employment opportunities, etc.

Center for Human Services provided Youth Street Outreach and engagement services targeting unaccompanied Turlock youth, ages 12-24 who are experiencing homelessness and are unsheltered. They partnered with other outreach teams and engaged youth experiencing homelessness.

The City of Turlock is a member of the Stanislaus County Continuum of Care (CoC) which works with multiple agencies in the county. The CoC continues to make progress toward the ultimate goal of reducing the homeless population through a combination of efforts including emergency shelters, case management, supportive services, permanent supportive housing, rental assistance and transitional housing programs.

## CR-30 – Public Housing 91.220(h); 91.320(j)

### **Actions taken to address the needs of public housing**

The City of Turlock actively partners with the Continuum of Care (CoC) in all activities related to improving public housing and resident initiatives.

In California, public housing is administered directly through local Public Housing Authorities (PHAs). The Stanislaus Regional Housing Authority (SRHA) is the largest landlord of multi-family and single household public housing units for the lower income population of Stanislaus County. The HASC is committed to provide decent affordable housing to its residents and in doing so, the HASC keeps public housing units in favorable conditions so that its residents have a safe and healthy living environment.

**Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

Since the City does not administer Public Housing Authority (PHA) funds, or have any oversight over PHA tenants, it has no actions directed specifically to public housing residents.

**Actions taken to provide assistance to troubled PHAs**

Since the City does not administer Public Housing Authority (PHA) funds, it does not evaluate the status or condition of PHAs.

**CR-35 – Other Actions 91.220(j)-(k); 91.20(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City has worked to eliminate internal barriers to the development of affordable housing through the following continuing efforts:

- The City's CDBG Public Services allocations reflect the City's priorities in meeting underserved needs, such emergency shelter, homelessness prevention and rapid re-housing, food security, and youth.
- Providing funding for land acquisition, secondary financing, and infrastructure costs;
- Assisting qualified households to purchase homes utilizing the homebuyer assistance programs; and
- Continuing to work with non-profit housing agencies in the provision of supportive services and programs.

There is an ongoing gap in the availability of services across most categories of underserved needs, including seniors, persons with disabilities, individuals with chronic illness, persons with other conditions affecting their ability to function independently and productively, foster youth and homeless. The City continues to look at all avenues to ameliorate barriers to affordable housing. In addition, there is a need to link access to supportive services to affordable and appropriate housing.

**Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The City of Turlock partnered with Stanislaus County to prepare the Analysis of Impediments to Fair Housing (AI) and the Consolidated Plan to help address these needs. Staff reviewed



the information and formulated actions to assist in addressing obstacles in meeting underserved needs.

For Fiscal Year 2021-2022, Turlock offered a total of \$220,000 in Public Service funds that were allocated based on a competitive grant process to which public service providers had the opportunity to apply for grants. A total of ten (10) grants were awarded to non-profits to provide services such as food assistance, shelter, recreation, homeless youth outreach, eye care, and fair housing services to underserved individuals.

**Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

The Health Services Agency of Stanislaus County is the lead agency for Stanislaus County in the identification, documentation and prevention of lead poisoning. The Childhood Lead Poisoning Prevention Program of Stanislaus County, administered through the Health Services Agency, becomes involved with childhood lead-based poisoning when notification of an elevated screening blood level is received either from the laboratory or physician. If the blood level is 10ug/dL (micrograms per deciliter), notification is made to the family. Once a child meets the case definition, an environmental investigation is performed by a Registered Environmental Health Specialist to determine, if possible, the source of lead exposure. The Stanislaus County Health Services Agency in partnership with the Department of Environmental Resources conducts the investigation of residences where children with elevated levels of lead reside.

The lead-based paint regulation that became effective April 22, 2010 added a requirement that requires contractors bidding on rehabilitation of homes built prior to 1978 provide documentation of Environmental Protection Agency (EPA) Lead Renovation and Repair and Painting certification. During the implementation of local housing rehabilitation programs, appropriate steps are taken when the presence of lead-based paint is detected. Steps include full encapsulation, complete abatement (removal), painting or spot repair (as per HUD-sponsored abatement course protocol).

The City continued to provide information regarding lead based paint hazards to City of Turlock program participants and enforce these requirements.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

To reduce the number of persons living under poverty level, the City of Turlock in collaboration with the City of Modesto and Stanislaus County continued its partnership with local agencies and the Continuum of Care (CoC) to provide services and resources for families in need. As well as, provide a portion of Community Development Block Grant (CDBG) funding to various nonprofits that have a proven track record of assisting the homeless on their path towards toward work and full time housing.

Providing opportunities for low-income families to improve their economic status is an area of focus for the City, and is reflected in the City's Strategic Plan. The City leverages its federal grant funds from CDBG to increase the supply of affordable housing in our community. While the production and preservation of affordable housing on its own will not raise people's income or lift them from poverty, it contributes to stabilizing living expenses for low- income families, so that they have more discretionary income for other living expenses.

During fiscal year 2021-2022 the City allocated a total of \$220,000 in CDBG funds to community-based organizations for various programs including; assisting individuals and families experiencing homelessness or at risk of experiencing homelessness and low- and moderate-income individuals and families achieve self-sufficiency.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The City works closely with Stanislaus County and its Urban County member cities. Staff from each jurisdiction meet on a regular basis to discuss relevant issues impacting all programs, receive training, and consolidate processes. Staff trade email on issues as they arise and seek help from each other to address pressing requirements of the programs. Staff from all the jurisdictions attend HUD sponsored training on an as needed basis, providing more depth in each agency's institutional knowledge and structure. These activities bring staff up-to-date on changes in federal program requirements, policy initiatives, and implementation guidance.

One of the major issues seen in the community is not a lack of agencies but a lack of funding for the agencies. Building the capacity of local nonprofits has also become an important issue for the Urban County and other entitlement cities. The City of Turlock is trying to assist agencies with building capacity. One of the methods the City of Turlock has used is acquiring properties that will be resold to non-profit agencies for affordable rental housing. The Urban County also has an excellent working relationship with both the cities of Turlock and Modesto, which are separate CDBG entitlement jurisdictions, to strategically prioritize projects and programs more efficiently and effectively for the region.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City and County participate in the Continuum of Care (CoC), which establishes homeless policy for the use of federal funds. The organization provides structure for grant applications, funds the Homeless Management Information System (HMIS), and provides performance data to the County. The County and the City of Modesto are entitlement cities for the receipt and management of Emergency Solutions Grant (ESG) funds.

The City of Turlock participates in the Turlock Community Collaborative. Collaborative members include religious, non-profit, for-profit, and governmental agencies (local government and educational institutions). The Collaborative looks at coordinating efforts by its members to help in resolving immediate needs of the community. These needs may include food, shelter, counseling, medical, and education.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

The City of Turlock partnered with Stanislaus County to prepare the Analysis of Impediments to Fair Housing (AI).

Project Sentinel provided Fair Housing services for the City of Turlock through a Community Development Block Grant (CDBG) funding grant of \$20,000. They are a non-profit fair housing

agency established to investigate fair housing complaints. They seek to provide fair housing services through enforcement of federal, state and local civil rights laws, and the promotion of community awareness. They investigate and document fair housing complaints in the City of Turlock.

They provide fair housing investigation services and consultation services. These services included testing, canvassing, statistical analysis, witness interviews and counseling. They conduct presentations throughout the community, as well as presenting Fair Housing and Landlord/Tenant workshops and Tester Training workshops.

Project Sentinel distributed Fair Housing educational materials in various languages to local agencies and community organizations.

The City provides funds for a First Time Home Buyers (FTHB) down payment assistance program to help provide access to affordable housing. The City staff provides realtors, lenders, and client's program information and education to assist buyers using this program.

The City has actively sought funding sources in addition to CDBG and HOME to leverage its resources to provide affordable housing opportunities.

## CR-40 – Monitoring 91.220 and 91.230

### **Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The City regularly monitors progress on activities carried out in the Annual Action Plan to ensure compliance with program requirements. Evaluation took place during the application and funding process, and after agreements have been executed. Funding and service agreements set clear performance measures, reporting procedures, timeliness, and budgets against which goals are and were measured. City staff regularly monitored compliance with contracting requirements and performance goals through the implementation and review of quarterly performance reports, reimbursement requests, and desk and on-site monitoring was limited. Where higher risks are considered to be present, program staff work more closely with the agencies during on-site visits to ensure that the project moves forward as smoothly as possible. City staff provided feedback to agencies regarding areas of concern, and findings where corrective action or improvements were required.

Staff also meets periodically with Consortium members to review financial items, update activity statuses, and complete project documentation. This ensures that all statutory and regulatory requirements are being met and that performance reports and all other information submitted to HUD is correct and complete.

### **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

Prior to the CAPER submission, the City publishes an English and Spanish public notice in a local newspaper of general distribution in Stanislaus County advising residents of the availability of the CAPER for public review and comment. The CAPER is available from the Housing Division office and it is posted on the City's website. The public can submit comments at the City offices or email them to the contact listed in the ad. Ad copies are attached to this report.

Public outreach has been held in accordance with the City and the Consortium's Citizen Participation Plan to provide an opportunity for community input into what services, projects, or activities the City undertook using Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds.

### CR-45 – CDBG 91.520(c)

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The City has had no changes in program objectives during the program year. The City will consider potential changes to the plans for future program years to alleviate the problems experienced in the reporting process. HUD staff will be consulted for advice on how to proceed with any changes as needed.

<b>Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?</b>	No
--	----

### CR-50 – HOME 91.520(d)

**Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations**

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Due to staffing constraints and COVID-19 the Housing Division was unable to provide any onsite monitoring for these HOME Investment Partnerships Program (HOME) projects this fiscal year. Monitoring will be conducted in the 2022-2023 fiscal year.

Member Projects:

209 3<sup>rd</sup> Street  
808-810 S Soderquist Rd  
736/738 Park St (2 units)  
1540 Springville Way  
Avena Bella Phase II 500 W Linwood  
1480 Lambert  
Ceres Farm Labor Projects  
Newman Family Apartments in Newman  
Las Palmas Senior Apartments in Patterson

CHDO projects:

401 N. Broadway  
412 Montana  
546 South Rose  
581 and 583 Columbia St.  
1061 Alpha Road  
1318 S Canal (senior) Crane Terrace  
1401 Apple Lane/ 420 Montana  
1441 Apple Lane  
Heritage Oaks Senior Housing-Oakdale

**Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)**

In general, the City is proactive in encouraging participation in each housing program or project. Advertisements occur in local circulations, public presentations and events, and through housing providers. In regard to rental projects with five or more units, the City continually takes actions to provide information and otherwise attract eligible persons in the housing market area to the available housing, without regard to race, color, national origin, sex, religion, familial status or disability. Display of the Equal Housing Opportunity logo is included in each public notice, city's website and in program advertisements. Fair Housing Poster is posted in each jurisdiction's Housing office.

**Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics**

During the FY 2021-2022, \$ 336,000 (draft estimate) was received in program income from HOME projects. Program income is applied to projects as draws are processed.

**Describe other actions taken to foster and maintain affordable housing. 91.220(k)**

Housing Choice Voucher Funds (previously known as Section 8): The Stanislaus Regional Housing Authority administers the Housing Choice Voucher program for the City and provides rent subsidies.

Low-Income Housing Tax Credits (LIHTC): The federal 4% and 9% LIHTC is the principal source of funding for the construction and rehabilitation of affordable rental homes. They are a dollar-for-dollar credit against federal tax liability.

HUD VASH: The Stanislaus Regional Housing Authority administers the VASH vouchers from the U.S. Department of Housing and Urban Development-Veterans Affairs Supportive Housing (HUD-VASH) program for their efforts to house homeless veterans in Stanislaus County. The vouchers are provided to eligible veterans and non-profit agencies serving veterans.

Estimated Draft Numbers

**Attachment: CDBG PR26 Report**

Office of Community Planning and Development  
 U.S. Department of Housing and Urban Development  
 Integrated Disbursement and Information System  
 PR26 - CDBG Financial Summary Report  
 Program Year 2021  
 TURLOCK, CA

**PART I: SUMMARY OF CDBG RESOURCES**

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	978,960.20
02 ENTITLEMENT GRANT	664,036.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	364,415.94
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,007,412.14

**PART II: SUMMARY OF CDBG EXPENDITURES**

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	562,530.84
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	562,530.84
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	127,848.82
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	690,379.66
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	1,317,032.48

**PART III: LOWMOD BENEFIT THIS REPORTING PERIOD**

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	562,530.84
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	562,530.84
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

**LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS**

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

**PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS**

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	134,915.54
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	134,915.54
32 ENTITLEMENT GRANT	664,036.00
33 PRIOR YEAR PROGRAM INCOME	1,320,940.78
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,984,976.78
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	07.00%

**PART V: PLANNING AND ADMINISTRATION (PA) CAP**

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	127,848.82
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	127,848.82
42 ENTITLEMENT GRANT	664,036.00
43 CURRENT YEAR PROGRAM INCOME	364,415.94
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,028,451.94
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	13.00%

**Attachment: Public Notices**

**Comment Period Proof of Publication & Summary of Public Comments**

(Pending) The Report was presented at the Public Hearing to Turlock City Council on September 13, 2022 at 6:00 p.m.: 156 South Broadway, Turlock, CA 95380 in the Yosemite Conference room/council chambers. Approximately \_\_\_\_\_ persons plus city staff were in attendance. Yes/No (Pending) comments were at the meeting by the public. Council approved the submittal of the report.

(Pending) Other comments received: Yes/No \_\_\_\_\_ comment(s) were received during the comment period ending September 9, 2022.

(Pending) The CAPER was presented to the Stanislaus County Continuum System of Care (CSOC) on September \_\_\_\_, 2022, via a zoom meeting. There were approximately \_\_\_\_ (pending) persons in attendance. No comments were received regarding the presentation.



This ad was run in the Modesto Bee on August 15, 2022.



Notice of Public Hearing and CAPER  
Comment Period for Program Year 2021-2022



The City of Turlock has prepared their 2021-2022 Consolidated Annual Performance Evaluation Report (CAPER) as required by federal regulations. The report details project accomplishments as well as expenditures throughout the period of July 1, 2021 through June 30, 2022 for the Community Development Block Grant (CDBG) Program for the City of Turlock and the HOME Investment Partnerships (HOME) Program for the City of Turlock/Stanslaus County HOME Consortium. The purpose of the report is to measure to what extent the jurisdiction is meeting priority needs, goals and strategies as outlined in the 2020-2024 Consolidated Plan.

A 15-day public comment period on the report begins on August 18, 2022 and runs through 5:00 p.m., September 9, 2022. The CAPER public hearing will be held on September 13, 2022 at the following location:

**September 13, 2022 at 6:00 p.m.**

City of Turlock City Hall – Yosemite Conference room/Council Chambers, upstairs  
156 South Broadway, Turlock, CA 95380

Comments on the CAPER may be directed to and or for additional information about the CAPER or the City of Turlock's First Time Home Buyers Loan program or Rehabilitation Loan program please contact us or visit our website:

Maria Ramos, Community Housing Program Supervisor  
City of Turlock - Housing Program Services Division  
156 South Broadway, Suite 140, Turlock, CA 95380  
Phone: (209) 668-5610 or TDD 1-800-735-2929 Fax (209) 668-5120  
Website: [www.cityofturlock.org](http://www.cityofturlock.org) or by E-mail to Maria Ramos [mramos@turlock.ca.us](mailto:mramos@turlock.ca.us)

Copies of the CAPER will be available for review starting on August 18, 2022 at the following Turlock location:  
Housing Program Services Division Office - 156 S. Broadway, Suite 140 Turlock, CA

And available on the city website at [www.cityofturlock.org](http://www.cityofturlock.org) under Housing Division.

**Attachment: Public Notices**

This ad was run in the Modesto Bee on August 15, 2022.



### Aviso de Junta Pública Y CAPER Comentarios para el Programa 2021-2022



Por regulaciones Federales, la Ciudad de Turlock ha preparado el Reporte de Evaluación Consolidada de Funcionamiento Anual (CAPER) del 2021-2022. El reporte identifica los cumplimientos y gastos de los fondos durante el periodo de Julio 1, 2021 a Junio 30, 2022, sobre el programa de becas de Bloque de Desarrollo de Comunidad (CDBG) para la ciudad de Turlock y el programa de HOME para la ciudad de Turlock/Consortio de Stanislaus HOME. El plan de Consolidación Anual identifica como la Ciudad y el Consortio planea usar los fondos Federales durante el próximo año y satisfacer las metas y objetivos aprobadas por el Concilio de la Ciudad en el Plan de Consolidación 2020-2024.

El Plan será disponible por 15 días para la revisión del público y los comentarios comenzarán el 18 de Agosto 2022 y terminan el 9 de Septiembre 2022 a las 5:00 p.m. La junta pública se llevará a cabo el **13 de Septiembre 2022 a las 6:00 p.m.** en:

Ciudad de Turlock- Cuarto de conferencia Yosemite, Segundo piso  
156 S. Broadway, Turlock, CA 95380

Para información adicional sobre el CAPER, sobre nuestro Programas para Compradores De Viviendas por Primera Vez, de Préstamos para Rehabilitación, favor de comunicarse con nosotros o visite nuestro sitio del Internet.

Maria Ramos, Housing Program Services Supervisor  
Ciudad de Turlock-División de Servicios del Programa de Viviendas  
156 S. Broadway, Suite 140, Turlock, CA 95380  
(209) 668-5610 o TDD 1-800-735-2929 Fax (209) 668-5120  
Sitio de Internet: [www.cityofturlock.org](http://www.cityofturlock.org) o Correo Electrónico [Mramos@turlock.ca.us](mailto:Mramos@turlock.ca.us)

Copias del CAPER serán disponibles para su revisión comenzando el 18 de Agosto 2022 en las oficinas de:  
División de Servicios del Programa de Viviendas - 156 S. Broadway, Suite 140, Turlock, CA  
O por el Internet en [www.cityofturlock.org](http://www.cityofturlock.org) bajo Housing División.

Attachment

FY 2021-2022	1	2	3	4	5	6	7	8	9	10	11
<b>Public Service Projects</b>	United Samaritans Foundation -Emergency Food Box	We Care Program-Turlock -We Care Emergency Shelter	United Samaritans Foundation -Senior Congregate Lunch	City of Turlock Recreation -Recreation for All Scholarship	Center for Human Services -Street Youth Outreach/Navigation	Project Sentinel -Fair Housing	First Behavioral Health Urgent Care Center -Homeless Counseling Services	International Rescue Committee -Economic Empowerment and Self-Sufficiency for Immigrants	United Samaritans Foundation -Eye Care for Older Residents	Housing and Economic Right Advocates -Financial Stability Legal Services	Totals
IDIS Number	833	832	834	835	836	837	838	839	840	841	
<b>Funding</b>											
Budgeted Amount \$	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	25,000.00	30,000.00	25,000.00	20,000.00	220,000.00
Funded Amount \$	19,999.42	20,000.00	20,000.00	20,000.00	2,462.86	20,000.00	25,000.00		7,453.26	-	134,915.54
Returned Funds \$	0.00	0.00	0.00	0.00	0.00	0.00	-		-	-	-
Net Funds Received \$	19,999.42	20,000.00	20,000.00	20,000.00	2,462.86	20,000.00	25,000.00	0.00	7,453.26	0.00	134,915.54
<b>Income Breakdowns</b>								Cancelled		Cancelled	
Low 0-50%											-
Low/Mod 51-80%											-
Total Served	-	-	-	-	-	-	-	-	-	-	#
<b>Race/Ethnicity Breakdowns</b>											
White (non-Hispanic)											-
Black											-
Hispanic											-
Asian											-
American Indian/Alaskan Native											-
Total Served	-	-	-	-	-	-	-	-	-	-	#
<b>Revised Income Breakdowns</b>											
Extremely low 0-30%	441	246	15	1	30	6	26	-	9	-	774
Very Low 31-50%	68	23	14	2	-	1	-	-	3	-	111
Low/Mod 51-80%	19	20	1	26	-	-	-	-	1	-	67
Above 80%	-	-	2	2	-	-	-	-	-	-	4
Total Served	528	289	32	31	30	7	26	-	13	-	956
<b>Revised Race/Ethnicity Breakdowns</b>											
White	435	235	27	20	2	6	18	-	9	-	752
Black or African American	20	37	-	1	-	1	-	-	1	-	60
Asian	65	8	2	-	1	-	-	-	2	-	78
American Indian/Alaskan Native	3	4	2	-	-	-	-	-	1	-	10
Native Hawaiian or Other Pacific Islander	2	2	-	-	-	-	-	-	-	-	4
American Indian or Alaska Native & White	-	-	-	-	-	-	3	-	-	-	3
Asian & White	-	-	-	-	-	-	-	-	-	-	-
Black or African American & White	1	1	-	-	-	-	2	-	-	-	4
American Indian or Alaska Native & Black or African American	-	-	-	-	-	-	1	-	-	-	1
Balance/Other	2	2	1	10	-	-	2	-	-	-	17
Total Served	528	289	32	31	3	7	26	-	13	-	929
<b>Hispanic</b>	173	102		19	1	-	3	-	5	-	303
<b>Other Statistics</b>											
Female Head of Household	29	-	1	21	-	1	1	-	-	-	53
Over 62 years old	129	36	32	-	-	-	3	-	12	-	212
People with Disabilities	137	189	17	1	2	-	4	-	2	-	352
Homeless persons	N/A	289	N/A	N/A	3	N/A	26	-	N/A	-	318
Homeless persons assisted with special needs	unknown	unknown	unknown	unknown	unknown	unknown	unknown	unknown	unknown	unknown	-

**Attachment: CDBG-CV PR26 Report**

**(Draft estimate)**

Office of Community Planning and Development  
 U.S. Department of Housing and Urban Development  
 Integrated Disbursement and Information System  
 PR26 - CDBG-CV Financial Summary Report  
 TURLOCK , CA

**PART I: SUMMARY OF CDBG-CV RESOURCES**

01 CDBG-CV GRANT	861,502.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL AVAILABLE (SUM, LINES 01-03)	861,502.00

**PART II: SUMMARY OF CDBG-CV EXPENDITURES**

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	83,924.24
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	10,196.20
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	94,120.44
09 UNEXPENDED BALANCE (LINE 04 - LINE8 )	767,381.56

**PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT**

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	83,924.24
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	83,924.24
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	83,924.24
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%

**PART IV: PUBLIC SERVICE (PS) CALCULATIONS**

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	83,924.24
17 CDBG-CV GRANT	861,502.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	10.00%

**PART V: PLANNING AND ADMINISTRATION (PA) CAP**

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	10,196.20
20 CDBG-CV GRANT	861,502.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	2.00%

**LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10**  
 Report returned no data.

**LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11**  
 Report returned no data.

**LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12**  
 Report returned no data.

**LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16**  
 Report returned no data.

**LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19**  
 Report returned no data.

8/18/22

# **City Council Staff Report**

## **September 13, 2022**



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From: Dan Madden, Interim Public Works Director

Prepared by: Karen Packwood, Recreation Superintendent  
David Shaw, Police Lieutenant

Agendized by: Reagan M. Wilson, City Manager

### **1. ACTION RECOMMENDED:**

Resolution: Appropriating \$30,000 to account number 117-10-190-161.47007 "Cannabis Diversion/Education Expenses" and \$50,000 to account number 117-10-190-161.49007 "Salary Charges From Other Departments" for potential part-time, overtime, and salary charges to be funded from Fund 117 unassigned reserves to provide drug abuse awareness and prevention programs

### **2. SYNOPSIS**

Appropriating funds to provide drug abuse awareness and prevention programs to the community, with a particular emphasis on youth programs through a variety of methods.

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

On June 11, 2019, the City Council approved Ordinance 1255-CS, for the development of a cannabis abuse awareness education pilot program. The ordinance established a regulatory structure to allow all cannabis businesses permitted by state law, including retail, manufacturing, cultivation, distribution and testing.

Approval of cannabis-related business requires a Development Agreement and appropriate land use entitlement. As part of the Development Agreement, cannabis businesses are required to remit to the City a public benefit charge in the amount of 5.25% of gross receipts, with .25% set aside for drug diversion and education programs.

On January 14, 2020, Council voted to adopt a policy on the use of cannabis derived revenues. As indicated in the policy, the cannabis derived revenues will be used for

a variety of things including, “drug abuse awareness and prevention programs with a particular emphasis on youth programs.”

The Diversion/Education Program in Fund 117 has accumulated revenue of \$115,320.54 through Fiscal Year 2021-2022 with a projected revenue of \$52,857 in Fiscal Year 2022-2023, for a cumulative projected total revenue of \$168,177.54 through Fiscal Year 2022-2023. To date, no funds have been expended on this program.

The Public Works Department Recreation Division and Turlock Police Department will work collaboratively to provide awareness and prevention programs. In the immediate future, age-appropriate educational programs will be implemented in the after-school programs educating youth five (5) years to fourteen (14) years of age. Turlock Police Department will provide youth with the necessary skills to make good decisions and become confident, responsible citizens. Officers will educate participants on drug recognition, the cycle of addiction, peer pressures and other prevention techniques through engaging presentations. Drug prevention programs have been shown to reduce the prevalence of both alcohol and illicit drug use. As the program develops, parent/guardians of the program participants will also have the opportunity to attend presentations that will identify early signs of drug use, emerging trends of drug usage and available resources within Stanislaus County. Furthermore, staff will participate in local events and distribute informational material, collaborate with local educational agencies to provide guest speakers, and host community special events with the focus on health, incorporating drug abuse awareness and prevention agencies.

Prevention and early intervention strategies can reduce the impact of substance use and mental health disorders in our community. Substance use and mental health disorders can make daily activities difficult and impair a person’s ability to work, interact with family and fulfill other major life functions.

**4. BASIS FOR RECOMMENDATION:**

A. Council approval is needed for allocation of funds.

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

Appropriate \$30,000 to account number 117-10-190-161.47007 “Cannabis Drug Diversion/Education Expenses” and \$50,000 to account number 117-10-190-161.49007 “Salary Charges From Other Departments” for potential part-time, overtime, and salary charges to be funded from Fund 117 unassigned reserves to provide drug abuse awareness and prevention programs.

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

Recommend Approval.

**7. STAFF RECOMMENDATION:**

Staff recommends appropriating funds to provide drug abuse awareness and prevention programs to the community, with a particular emphasis on youth programs through a variety of methods. These methods include drug recognition, how to avoid peer pressure, the physical, social and mental consequences of drug usage.

As the program evolves and progresses, staff will make necessary adjustments with Council approval. Many agencies within the Stanislaus County have had successful programs. The Public Works Department Recreation Division and Turlock Police Department, will work collaboratively with these agencies to identify best practices and innovative ideas.

**8. ENVIRONMENTAL DETERMINATION:**

N/A

**9. ALTERNATIVES:**

- A. Council may choose not to approve the allocation of funds to provide the drug abuse awareness and prevention programs.
- B. Council may choose to modify the suggested amount to be allocated to the drug abuse awareness and prevention programs.

**10. ATTACHMENTS:**

- A. Draft Resolution

**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

<b>IN THE MATTER OF APPROPRIATING</b>	<b>}</b>	<b>RESOLUTION NO. 2022 -</b>
<b>\$30,000 TO ACCOUNT NUMBER</b>	<b>}</b>	
<b>117-10-190-161.47007 "CANNABIS</b>	<b>}</b>	
<b>DIVERSION/EDUCATION EXPENSES" AND</b>	<b>}</b>	
<b>\$50,000 TO ACCOUNT NUMBERS IN</b>	<b>}</b>	
<b>117-10-190-161.49007 "SALARY CHARGES</b>	<b>}</b>	
<b>FROM OTHER DEPARTMENTS" FOR</b>	<b>}</b>	
<b>POTENTIAL PART-TIME, OVERTIME, AND</b>	<b>}</b>	
<b>SALARY CHARGES TO BE FUNDED FROM</b>	<b>}</b>	
<b>FUND 117 UNASSIGNED RESERVES TO</b>	<b>}</b>	
<b>PROVIDE DRUG ABUSE AWARENESS</b>	<b>}</b>	
<b>AND PREVENTION PROGRAMS</b>	<b>}</b>	

**WHEREAS**, on June 11, 2019, the City Council approved Ordinance 1255-CS, approving a cannabis pilot program. The ordinance established a regulatory structure to allow all cannabis businesses permitted by state law, including retail, manufacturing, cultivation, distribution and testing; and

**WHEREAS**, approval of cannabis-related business requires a development agreement and appropriate land use entitlement. As part of the development agreement, cannabis businesses are required to remit to the City a Public Benefit charge in the amount of 5.25% of gross receipts, with .25% set aside for drug diversion and education programs; and

**WHEREAS**, on January 14, 2020 Council voted to adopt a policy on the use of cannabis derived revenues. As indicated in the policy, the cannabis derived revenues will be used for a variety of things including, "drug abuse awareness and prevention programs with a particular emphasis on youth programs"; and

**WHEREAS**, the Public Works Department Recreation Division and Turlock Police Department, will work collaboratively to provide awareness and prevention programs and as the program evolves and progresses, staff will make necessary adjustments with Council approval.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve the appropriation \$30,000 to account number 117-10-190-161.47007 "Cannabis Diversion/Education Expenses" and \$50,000 to account numbers in 117-10-190-161.49007 "Salary Charges From Other Departments" for potential part-time, overtime, and salary charges to be funded from Fund 117 unassigned reserves to provide drug abuse awareness and prevention programs.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13<sup>th</sup> day of September, 2022, by the following vote:

AYES:  
 NOES:  
 NOT PARTICIPATING:  
 ABSENT:

ATTEST:

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



# City Council Staff Report

## September 13, 2022



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From: Paul Loehr, Risk Management Director

Prepared by: Paul Loehr, Risk Management Director

Agendized by: Reagan M. Wilson, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Approving the purchase of forty (40) Automated External Defibrillators (AEDs) to be assigned to the City Police Department and Public Works Department and appropriate \$30,000 from Measure A unassigned reserves to account 118-10-115.44001\_000 "Supplies General"

### 2. SYNOPSIS:

Approve the purchase of forty (40) AEDs to be assigned and readily available to on-duty City police officers, and parks/recreation staff within the Public Works Department, to enhance the City's ability to save lives during a medical emergency.

### 3. DISCUSSION OF ISSUE:

AEDs are lightweight, portable life-saving devices that deliver an electric shock through the chest to the heart when the heart suddenly and unexpectedly stops beating. Sudden Cardiac Arrests (SCAs) are one of the leading causes of disabilities and deaths in the United States. Within three minutes after someone's heart stops, they are likely to suffer permanent brain damage or death. According to the Centers for Disease Control and Prevention (CDC), the use of an AED while patients are awaiting advanced medical treatment can substantially improve survival rates. The odds of surviving an out-of-hospital SCA without an AED is almost zero. Moreover, a person's chances of survival goes down approximately 10% for every minute that passes without the use of an AED. Despite the reported benefits of AEDs, many areas of the United States simply do not have enough AEDs to go around. Some experts estimate that an increase in AEDs to optimal levels could save more than 40,000 American lives each year.

The City currently has approximately 20 AEDs at various public facilities and utilized on assigned Fire Department apparatus. At this time, there are no AEDs assigned to Police Department patrol cars, which includes on-duty Police and School Resource Officers, who are often the first responder on the scene of a medical emergency. Moreover, there are currently no AEDs assigned to parks and

recreation staff who interact with City residents and guests frequently on a daily basis at various public parks and recreation centers. Based on the forgoing information, staff is recommending the purchase of forty (40) AEDs of which 30 AEDs will be assigned to Police Department patrol vehicles and 10 AEDs will be assigned to the Public Works Department to be used on parks and recreation vehicles, Petretti Park, and the Senior Center.

City staff will continue to receive on-site First Aid/CPR/AED training and assigned staff will continue to maintain, inspect, and test AEDs on a periodic basis in accordance with manufacture guidelines and legal requirements.

**4. BASIS FOR RECOMMENDATION:**

Enhance public safety within the City of Turlock.

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

**Fiscal Impact**

Staff has researched the most economical option to acquire AEDs to include the use of any rebates or grants. At this time, the lowest cost option to purchase AEDs, with or without available rebates and grants, is approximately \$700 per unit.

To fund this purchase, an appropriation of \$30,000 from Measure A unassigned reserves to account 118-10-115.44001\_000 "Supplies General" is requested.

**6. STAFF RECOMMENDATION:**

Recommend Approval.

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

Recommend Approval.

**8. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

N/A

**10. ATTACHMENTS:**

A. Draft Resolution

**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

<b>IN THE MATTER OF APPROVING THE</b>	}	<b>RESOLUTION NO. 2022-</b>
<b>PURCHASE OF FORTY (40) AUTOMATED</b>	}	
<b>EXTERNAL DEFIBRILLATORS (AEDs) TO BE</b>	}	
<b>ASSIGNED TO THE CITY POLICE</b>	}	
<b>DEPARTMENT AND PUBLIC WORKS</b>	}	
<b>DEPARTMENT AND APPROPRIATE \$30,000</b>	}	
<b>FROM MEASURE A UNASSIGNED RESERVES</b>	}	
<b>TO ACCOUNT 118-10-115.44001_000</b>	}	
<b>“SUPPLIES GENERAL”</b>	}	

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**WHEREAS**, sudden cardiac arrests are one of the leading causes of disabilities and deaths in the United States; and

**WHEREAS**, the use of an AED while patients are awaiting advanced medical treatment can substantially improve survival rates; and

**WHEREAS**, the City of Turlock currently has approximately 20 AEDs at various public facilities and assigned to Fire Department apparatus; and

**WHEREAS**, there are no AEDs currently assigned to the Police Department to be used on patrol cars or assigned to the Public Works Department to be used on parks and recreation vehicles and at additional public facilities; and

**WHEREAS**, the City of Turlock endeavors to purchase an additional forty (40) AEDs to be assigned and readily available to on-duty City police officers and parks/recreation staff to enhance the City’s ability to save lives during a medical emergency;

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

1. The purchase of forty (40) AEDs to be assigned to the City Police Department and Public Workers Department and appropriate \$30,000 from Measure A unassigned reserves to account 118-10-115.44001\_000 “Supplies General.”

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13<sup>th</sup> day of September 2022, by the following vote:

AYES:  
 NOES:  
 NOT PARTICIPATING:  
 ABSENT:

ATTEST:

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

# City Council Staff Report

## September 13, 2022



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From: Dan Madden, Interim Public Works Director  
Prepared by: Randall Jones, Associate Engineer  
Agendized by: Reagan M. Wilson, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing staff to proceed with a change to the scope of work of City Project No. 21-018 “Lander Avenue Rehabilitation between D St. and SR-99” to add an opening to the proposed concrete median on Lander Avenue to allow for a left turn movement from northbound Lander Avenue onto Montana Avenue

### 2. SYNOPSIS:

This action will authorize staff to proceed with a change in the scope of work to modify the design of the concrete median on Lander Avenue to allow for a left turn movement from northbound Lander Avenue onto Montana Avenue.

### 3. DISCUSSION OF ISSUE:

On August 9, 2022, the City Council approved an agreement with George Reed, Inc., of Modesto, California for the construction of City Project No. 21-018 “Lander Avenue Rehabilitation between D St and SR-99” in the amount of \$3,144,729. The awarded contract’s design includes construction of a new concrete median on Lander Avenue which allows for right in, right out access to driveways and side streets. See Exhibit A to this staff report for a plan view of the current scope of work depicting a continuous median at the intersection of Lander Avenue and Montana Avenue. During the August 9, 2022 meeting, Council Member Monez requested staff explore an option to modify the design to allow a left turn movement from northbound Lander Avenue onto Montana Avenue.

The project was designed following the City’s General Plan guiding policy 5.2-an:

***5.2-an Raised medians.*** Medians shall be installed along newly constructed arterials and expressways that front new development. Raised medians shall also be installed along existing roadways (where medians exist or are added) as the City completes roadway rehabilitation projects, as deemed necessary by the City Engineer.

The purpose of guideline 5.2-an is to restrict the number of conflict points between road users in order to decrease the probability of high speed, right angle accidents which could result in great damage to body when road users do not obey right of way laws. Installing raised medians requires that side street traffic yield to one direction of traffic in order find an acceptable gap to to make a right turn and travel to the next signalized intersection in order to make a left turn or U turn (where permissible).

Per Council Member Monez's request, staff has developed a design alternative to provide a left turn pocket and opening in the future concrete median on Lander Avenue to allow for a left turn movement from northbound Lander Avenue onto Montana Avenue. See Exhibit B to this staff report for a depiction of the alternative layout. Staff estimates that the cost increase associated with the alternative layout is approximately \$40,000. There is not sufficient time for City staff and the contractor to develop the actual cost of the change prior to the work taking place, as the contractor is mobilized to the site and actively engaged in the construction process and their schedule requires that a decision be made no later than the date of this council meeting (September 13<sup>th</sup>) so that they can begin work on the design change so as not to impact the construction schedule. The actual cost will be determined after the work is complete and the bid item quantities (asphalt, aggregate base, concrete curb, etc.), and labor, equipment, and material for non-bid items, have been ascertained. A contract change order item would need to be approved at a later time. It is anticipated that the majority of the cost adjustments would be reconciled as bid item adjustments with the final change order.

**4. BASIS FOR RECOMMENDATION:**

A. In infill areas, reasonable deviations from roadway standards may be allowed by the City. City staff seeks council's confirmation to alter the original project design.

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

**\*NOTE - No General Fund money will be used for this project.**

Project costs are expensed to the following account number 218-40-461.51270 "Construction Project" (Measure L). The estimated project costs (see table below) include a \$314,000 contingency for change orders. Staff estimates that the cost increase associated with the alternative layout is approximately \$40,000. No additional budget appropriations are required.

Construction Contract – <i>George Reed, Inc.</i>	\$ 3,144,729.20
Construction Contingency	\$ 314,000.00
Construction Surveying – <i>TBD</i>	\$ 55,000.00
Materials Testing – <i>TBD</i>	\$ 40,000.00
Construction inspection, project management – <i>City Engineering</i>	\$ 75,000.00
<b>Total Estimated Construction Cost</b>	<b>\$ 3,628,729.20</b>

**6. STAFF RECOMMENDATION:**

City staff seeks Council's confirmation to alter the original project design.

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

None.

**8. ENVIRONMENTAL DETERMINATION:**

Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines exempts projects that involve negligible expansion of use of the existing facility. This project includes rehabilitating an existing public roadway and therefore qualifies for a CEQA exemption under Section 15301.

**9. ALTERNATIVES:**

A. City Council could choose to not approve the change to the project plans.

**10. ATTACHMENTS:**

- A. Draft Resolution
- B. Exhibit A – Original median design at intersection of Lander Avenue and Montana Avenue
- C. Exhibit B – Alternative median design to allow opening for northbound Lander Avenue traffic to turn left onto Montana Avenue

PROJECT LOCATION MAP



City Project No. 21-018  
“Lander Avenue Rehabilitation between D St and SR-99”

**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

**IN THE MATTER OF AUTHORIZING STAFF TO }  
PROCEED WITH A CHANGE TO THE SCOPE OF }  
WORK OF CITY PROJECT NO. 21-018 “LANDER }  
AVENUE REHABILITATION BETWEEN D ST. }  
AND SR-99” TO ADD AN OPENING TO THE }  
PROPOSED CONCRETE MEDIAN ON LANDER }  
AVENUE TO ALLOW FOR A LEFT TURN }  
MOVEMENT FROM NORTHBOUND LANDER }  
AVENUE ONTO MONTANA AVENUE }**

**RESOLUTION NO. 2022-**

**WHEREAS**, a construction contract for City Project No. 21-018 “Lander Ave Rehabilitation Between D St and SR-99” was awarded by City Council on August 9, 2022 to George Reed, Inc. of Modesto, California in the amount of \$3,144,729; and

**WHEREAS**, during the August 9, 2022 meeting, Council Member Monez requested that staff explore an option to modify the design to allow a left turn movement from northbound Lander Avenue onto Montana Avenue; and

**WHEREAS**, the awarded contract’s design includes construction of a new concrete median on Lander Avenue which allows for right in, right out access to driveways and side streets; and

**WHEREAS**, per Council Member Monezs request, staff has developed a design alternative to provide a left turn pocket and opening in the future concrete median on Lander Avenue to allow for a left turn movement from northbound Lander Avenue onto Montana Avenue and seeks Council’s confirmation to proceed; and

**WHEREAS**, staff estimates that pursuing the design change would increase the contract cost by approximately \$40,000, which is within the \$314,000 contingency identified for change orders.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize staff to proceed with a change to the scope of work of City Project No. 21-018 “Lander Avenue Rehabilitation between D St. and SR-99” to add an opening to the proposed concrete median on Lander Avenue to allow for a left turn movement from northbound Lander Avenue onto Montana Avenue.



**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13<sup>th</sup> day of September, 2022, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

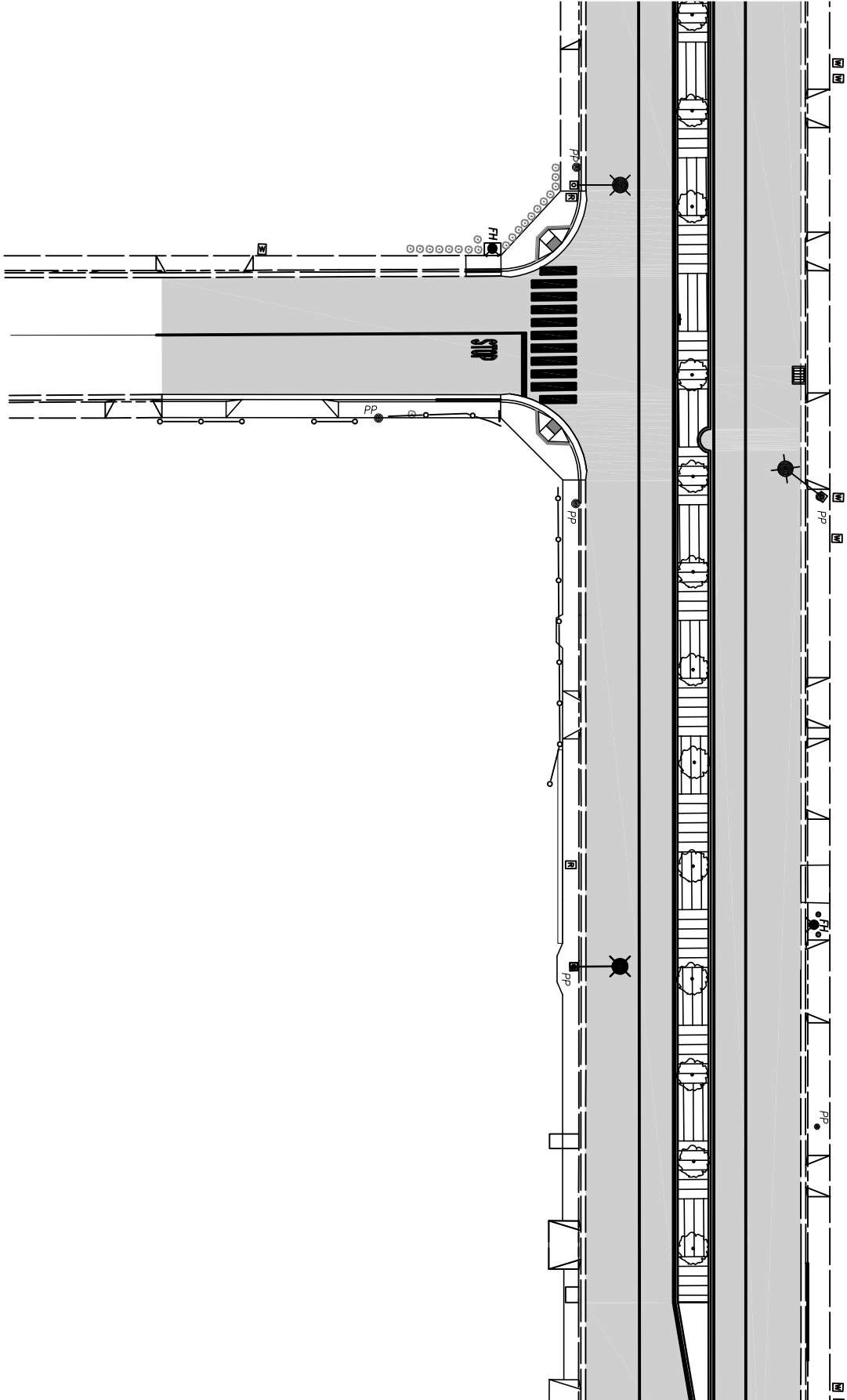
ABSENT:

ATTEST:

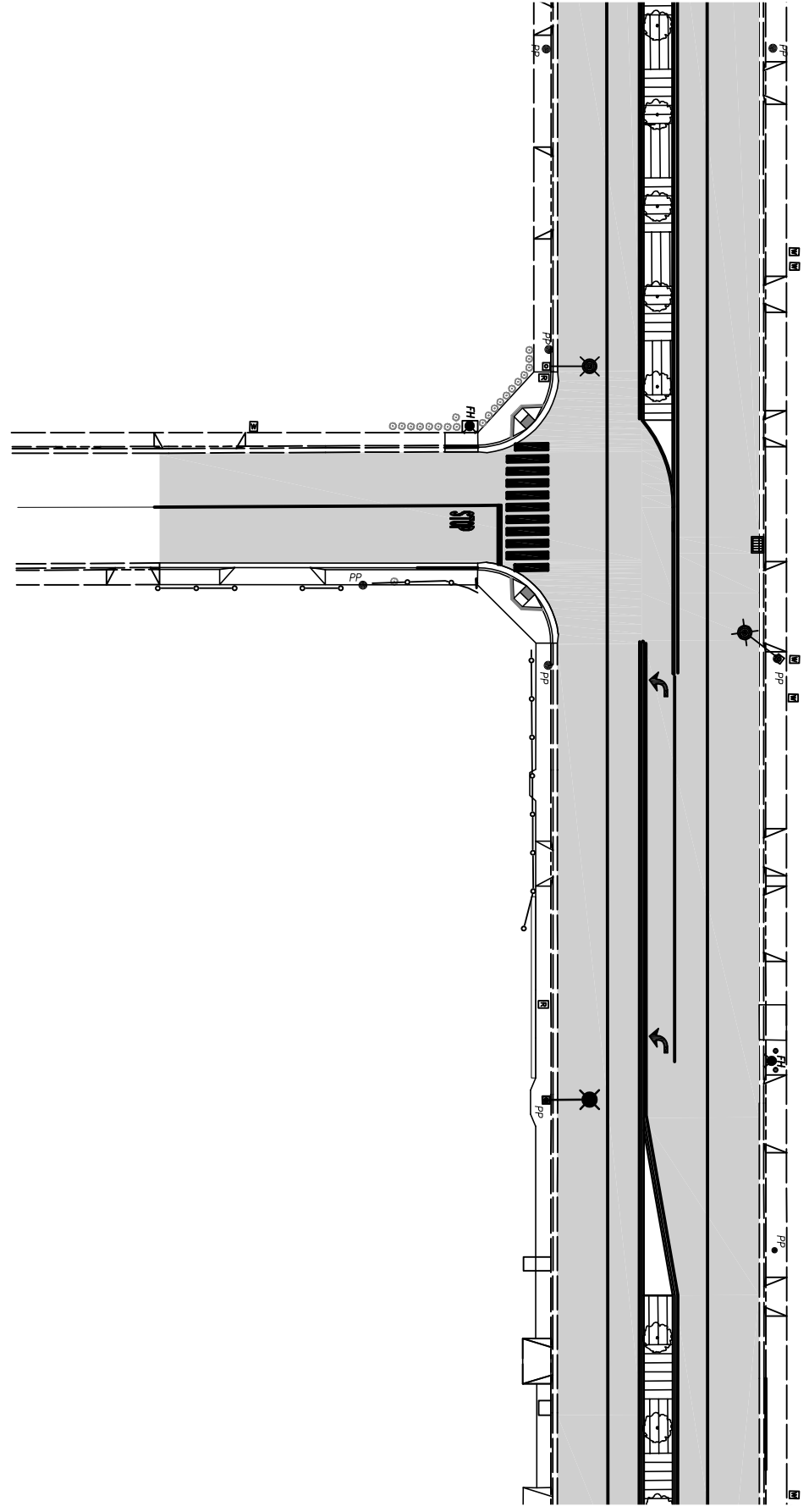
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Julie Christel, City Clerk,  
City of Turlock, County of Stanislaus, State  
of California

MONTANA AVE



MONTANA AVE



# **City Council Staff Report**

## **September 13, 2022**



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From: Jessie Dhami, Human Resources Director  
Prepared by: Jessie Dhami, Human Resources Director  
Agendized by: Reagan Wilson, City Manager

### **1. ACTION RECOMMENDED:**

Resolution: Approving modifications to the job description, including job title, change from Homeless Program Coordinator to Coordinator for Unsheltered/Homeless Programs and change from a part-time to a full-time position.

### **2. SYNOPSIS:**

In an effort to address the issue of unsheltered/homelessness, the City would like to invest more resources and support to our unsheltered/homeless community by proposing a full-time Coordinator for Unsheltered/Homeless Programs. The Coordinator for Unsheltered/Homeless Programs would provide the necessary support to our City and community by creating strategies that will guide the City's activities related to unsheltered/homeless over the next several years. This position will be assigned to the Turlock City Employees Association (TCEA) Bargaining Unit.

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

Recently, attention has been focused on how the City needs to be more responsive and able to better manage concerns related to unsheltered/homelessness. Staff would like to be able to deal with issues as they arise, educate and offer services and benefits to individuals in need. Staff have been advertising and outreaching for the part-time Homeless Coordinator since May 4, 2022 as a continuous recruitment but were unsuccessful securing a qualified candidate. Staff believes this recruitment was not appealing to the applicant pool because the expectations and responsibilities of a Coordinator in a part-time capacity outweigh the benefits offered to a full-time employee.

The City of Turlock is challenged by limited resources to manage concerns related to unsheltered/homelessness. The City looks forward to the opportunity to recruit a full time Coordinator for Unsheltered/Homeless Programs who can quickly adjust as needed and continue the path of partnership and innovation to better manage the issue of unsheltered/homelessness within the City of Turlock.

The City has taken a strategic and regional approach to address unsheltered/homelessness by working with City's regional partners to direct individuals experiencing homelessness to resources within Stanislaus County. The Turlock Police Department has been responsive to concerns related to unsheltered/homelessness and continues to actively monitor incidents while respecting the rights of homeless individuals and ensuring public safety.

There are many reasons people can become homeless: a traumatic event, loss of a job, the inability to pay for needed health-care, previous offenses or convictions hindering job search, drugs, or alcohol use, divorce or separation, domestic issues or violence, eviction, mental or physical health, medical condition, incarceration, and housing restrictions due to probation or parole, to name a few.

The Coordinator for Unsheltered/Homeless Programs for the City of Turlock will coordinate existing services for the homeless in areas such as prevention, early intervention, and emergency and support services. In addition, the individual will develop and implement new strategies in collaboration with other agencies. The individual will organize and participate in public outreach, education, and advocacy efforts. The Coordinator for Unsheltered/Homeless Programs will be asked to perform research, report, and grant writing.

**4. BASIS FOR RECOMMENDATION:**

In accordance with the City of Turlock Personnel Resolution, Section 13.01, the City Manager prepares the compensation plan for all positions and in accordance with Section 13.02, the City Manager submits the proposed plan to Council for approval.

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

Fiscal impact: As a part-time employee, this position was budgeted for 1000 hours at a cost of \$47,611. With an estimated start date of November 2022, a full-time position for the remainder of the fiscal year will be \$77,519. An internal budget transfer will be done to move the full amount necessary from 110-10-102.41002\_000 "Part Time Help General" to 110-10-102.41001 "Full Time Salaries". Therefore, no appropriation is needed to fund this request.

**6. STAFF RECOMMENDATION:**

Staff recommends the City Council approve modifications to retitle and change the Homeless Program Coordinator to Coordinator for Unsheltered/Homeless Programs from a part-time to a full-time position.

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

Recommend Approval

**8. ENVIRONMENTAL DETERMINATION: N/A**

**9. ALTERNATIVES:**

Council may choose to keep this position as part-time.

**10. ATTACHMENTS:**

A. Draft Resolution

B. Coordinator for Unsheltered/Homeless Programs job description

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

<b>IN THE MATTER OF APPROVING THE          MODIFICATIONS TO THE JOB DESCRIPTION,          INLCUDING JOB TITLE, CHANGE FROM          HOMELESS PROGRAM COORDINATOR          TO COORDINATOR FOR UNSHELTERED/          HOMELESS PROGRAMS AND CHANGE FROM  <u>A PART-TIME TO A FULL-TIME POSITION</u></b>	} } } } } } }	<b>RESOLUTION NO. 2022-</b>
--	---------------------------------	-----------------------------

**WHEREAS**, City staff have identified the need to modify the job description, including job title, change from Homeless Program Coordinator to Coordinator for Unsheltered/Homeless Programs and change from a part-time to a full-time position; and

**WHEREAS**, City staff has determined that in an effort to address the issue of unsheltered/homelessness, the City would like to invest more resources and support to our unsheltered/homeless community by proposing a full-time Coordinator for Unsheltered/Homeless Programs; and

**WHEREAS**, the Coordinator for Unsheltered/Homeless Programs will be assigned to the Turlock City Employees Association (TCEA) Bargaining Unit; and

**WHEREAS**, the City Council is required to approve all new job descriptions or modifications to existing job descriptions.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve the modifications to the job description, including job title, change from Homeless Program Coordinator to Coordinator for Unsheltered/Homeless Programs and change from a part-time to a full-time position.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13th day of September 2022, by the following vote:

AYES:  
 NOES:  
 NOT PARTICIPATING:  
 ABSENT:

ATTEST:

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



## **COORDINATOR FOR UNSHELTERED/HOMELESS PROGRAMS**

### **DEFINITION**

Under general direction, the **Coordinator for Unsheltered/Homeless Programs** will coordinate existing services for the **unsheltered/homeless** in areas such as prevention, early intervention, emergency and support services; develop and implement new strategies in collaboration with other agencies; provide staff assistance; organize and participate in public outreach, education and advocacy efforts; perform research, **program reporting, and support program grant writing; and to supervise assigned staff.**

This position is assigned to the Turlock City Employees Association Bargaining Unit for labor relations purposes and is subject to overtime, standby and call back assignments.

### **SUPERVISION RECEIVED AND EXERCISED**

General direction is provided by the Deputy City Manager. The incumbent **may supervise** and train full-time, part-time, seasonal and volunteer staff responsible for **unsheltered/homeless** related program areas.

### **DISTINGUISHING CHARACTERISTICS**

Duties and responsibilities are performed in accordance with municipal codes, laws, ordinances, City policy, federal, and state regulating entities.

### **ESSENTIAL FUNCTIONS** - Duties may include, but are not limited to:

- Develop and coordinate a working group of representatives from **City** departments who will implement homeless prevention and intervention strategies.
- Coordinate City's policies and activities with local, regional, state and federal **unsheltered/homeless** programs.
- Network with City departments and the business community to create expanded services and employment opportunities for **the unsheltered/homeless**; serve as liaison on homeless issues with non-profit and public agencies and coalitions.
- Advocate for greater support and expansion of **unsheltered/homeless** programs at all appropriate levels of government.
- Establish, maintain and enhance cooperative relationships with local service providers and the **unsheltered/homeless** community.
- Conduct and participate in public outreach and educational programs; advocate for and promote acceptance of **unsheltered/homeless** persons and/or programs in localities and neighborhoods.



- Maintain data and statistics on the City's existing **unsheltered/homeless** population and services.
- Research and develop grants, donations and other funding sources; write reports.
- Operate a **City** vehicle in the performance of assigned duties **in a safe and legal manner**.
- Provide a presence and monitor **unsheltered/homeless encampments** throughout the City.
- Engage in conflict resolution with **unsheltered individuals**.
- Receive, investigate, and respond to complaints of violations of local and state laws, ordinances, or codes and regulations related to **unsheltered/homeless encampments** designated by the City.
- Interact with **unsheltered individuals** and members of the public in situations that may involve disputes regarding **encampments**, outreach efforts, **encampment** rules, and conditions.
- Analyze, evaluate, and interpret all City, **State**, and **Federal** Codes regarding homelessness, public property camping, and public safety/health issues involving public property camping; explain and educate members of the public on laws as well as outreach efforts.
- Conduct interviews with **the unsheltered** and those who are in need of services to better assist in coordinating **Social Services**.
- Assists with and coordinate **unsheltered/homeless** outreach and engagement efforts; provide assistance to the **unsheltered** population.
- Participate in prevention activities by working with various departments, groups, and individuals on addressing issues, concerns, and complaints.
- Administer public information programs and education programs to inform **the unsheltered/homeless community** of the **Social Service** programs and outreach efforts occurring in the City.
- Prepare and present information regarding **Social Services** and **the unsheltered** at administrative meetings as required.
- Coordinate and facilitate with other agencies and City departments regarding the needs of **unsheltered/homeless individuals** and the needs and conditions of the **encampments**.
- Confer with departments on initiatives, programs, and projects; provide input regarding strategic planning and implementation.
- Collaborate with staff to identify and seek co-sponsorship community outreach opportunities.
- Monitor **unsheltered/homeless encampment** activities and notify City staff of any health, safety, **or** maintenance issues.
- Coordinate crews to clean up **unsheltered/homeless encampments**.
- Provide information to City management on emerging and urgent issues related to **unsheltered/homeless** encampments throughout the City.
- Maintain records and statistics related to homelessness. Performs other administrative tasks as needed.
- Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.
- Perform related duties as assigned.

Manage funding associated with **unsheltered/homeless** programs and cleanup effort

## **MINIMUM QUALIFICATIONS**

### **Knowledge of:**

- Basic principles and practices of service provision to the **unsheltered/homeless**.
- Program planning, development and coordination.
- Principles and practices of management, supervision and training.
- Community outreach, advocacy and public education.
- Methods and techniques of researching funding sources, fund raising and grant writing.
- Municipal government and organization.

### **Ability to:**

- Work cooperatively with diverse agencies, service providers and community groups.
- Develop creative and effective solutions to complex problems and issues.
- Develop and implement goals, objectives, policies and procedures for programs.
- Coordinate activities with City staff and other agencies.
- Communicate effectively in both oral and written form.
- Prepare clear and concise research reports, correspondence and other written materials.
- Follow oral and written directions.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

## **EDUCATION AND EXPERIENCE**

Any combination of education and experience that is equivalent to the following minimum qualifications is acceptable:

### **Education:**

Possession of a Bachelor's degree from an accredited college or university with major course work in social sciences or a related field.

### **Experience:**

Four years of progressively responsible experience in the field of **Social Services** with homeless or low-income services. Experience working with diverse agencies and community groups in a local government or non-profit agency preferred.

## **LICENSE AND CERTIFICATES**

Possession of a valid **Class C** California Driver's License will be required at the time of appointment. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

Maintenance of a valid **Class C** California Driver's License is a condition of continued employment.

**PHYSICAL REQUIREMENTS**

Maintain the required physical abilities: See well enough to drive a vehicle; hear and speak well enough to converse on the telephone and in person; communicate clearly without amplification; bodily mobility to move rapidly from one area to another sometimes over uneven terrain; climb stairs or ladders; use of hands and fingers to write; operate a computer keyboard and handle plans and documents; stamina to work long hours and attend night meetings several times a week.

Class Established: 9/22

**Reviewed and Approved:** \_\_\_\_\_  
**Personnel Officer** **Date**