

City Council Meeting Agenda

January 24, 2023

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
Amy Bublak

Council Members
Kevin Bixel
Cassandra Abram
Rebecka Monez
Pam Franco
Vice Mayor

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 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

- A. Presentation: Employee of the Month - Lisa Quiroga (October 2022) and Jose Garcia (November 2022)
- B. Presentation: Turlock Downtown Property Owners' Association (TDPOA) on the downtown benches
- C. Presentation: Opportunity Stanislaus SBCD Quarterly Report
- D. Presentation: City-wide Chlorination Project Update by Provost and Pritchard Consulting
- E. Presentation: Legislative Presentation from Townsend Public Affairs

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JANUARY 24, 2023**

Next City Council Resolution: 2023-016

Next Ordinance: 1297-CS

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

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 AP Weekly Demands of 01/05/2023 in the amount of \$343,554.51 and 01/12/2023 in the amount of \$2,102,911.62
- B. Motion: Accepting Minutes of the 12/13/2022 Joint Meeting of City of Turlock City Council and Successor Agency to the Turlock Redevelopment Agency
- C. 1) Resolution: Approving the Engineer's Report for the "California Freight" Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-036"

2) Resolution: Declaring the City Council's intention to order the formation of and to levy and collect assessments for the "California Freight" Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-036" (Schulze)
- D. 1) Resolution: Approving the Engineer's Report for the "PM 22-01 Pitau Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-004"

2) Resolution: Declaring the City Council's intention to order the formation of and to levy and collect assessments for the "PM 22-01 Pitau Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-004" (Schulze)
- E. 1) Resolution: Approving the Engineer's Report for the "PM 21-03 Bright Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 21-019"

2) Resolution: Declaring the City Council's intention to order the formation of and to levy and collect assessments for the "PM 21-03 Bright Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 21-019" (Schulze)
- F. 1) Resolution: Authorizing the City Manager to enter into a professional services agreement with Dyett and Bhatia Urban and Regional Planners for a Fair Housing Assessment and associated services as part of the preparation of the Turlock Housing Element in an amount not to exceed \$52,000.00 in a form approved by the City Attorney

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- 2) **Resolution:** Appropriating \$54,121.00 to Revenue Account Number 271-40-400-452.34168 "REAP Revenue" to be funded from a sub-allocation from Regional Early Action Planning (REAP) Grant for the preparation of the Housing Element and to appropriate \$52,000.00 to Expense Account Number 271-40-400-452.43055_000 "Consultant General" and \$2,021.00 to Expense Account Number 271-40-400-452.49007 "Salary Charges From Other Departments" (*Quintero*)
- G. **Resolution:** Approving an Agreement with Turlock Umpire Group to officiate adult, City league softball games for a period of three (3) years, in an amount not to exceed \$147,000.00 from account number 10-61-624.43724 "Reimburse Sports Officials" (*Schulze*)
- H. **Resolution:** Reaffirming the Proclamation of a Local Emergency in Response to a continuing Unsheltered Homeless Crisis (UHC) within the City of Turlock and Confirming Rules and Regulations No. 1 Made and Issued on July 13, 2021 (*Eddy*)
- I. **Resolution:** Authorizing the City Manager to enter into an Agreement with Stephanie McGann Jantzen to provide contract Public Information Officer services (*Wilson*)
- J. **Resolution:** Approving Amendment No. 2 to the Professional Services Agreement for City Engineer Services (City Contract No. 2023-13) with SNG & Associates, Inc., of Pleasanton, California, increasing the contract not to exceed by \$300,000.00 and bringing the contract total to \$500,000.00 (*Schulze*)
- K. **Resolution:** Approving termination of the Relief Across Downtown (RAD) Card Program Agreement between the City of Turlock and Modesto Improvement Partnership, Inc. dba Downtown Modesto Partnership (*Sims*)

6. FINAL READINGS

- A. Second and final reading of an Ordinance amending the Turlock Municipal Code (TMC) Title 6, Chapter 6-6, Sections 6-6-04, 6-6-10, and 6-6-12 regarding cross-connection control and backflow prevention devices to incorporate changes in order to increase compliance in the City's Backflow Prevention Program (*Goodman*)

Recommended Action: **Ordinance:** Amending the Turlock Municipal Code (TMC) Title 6, Chapter 6-6, Sections 6-6-04, 6-6-10, and 6-6-12 regarding cross-connection control and backflow prevention devices to incorporate changes in order to increase compliance in the City's Backflow Prevention Program

7. PUBLIC HEARINGS

8. ACTION ITEMS

- A. City Council to review, discuss and provide comments to staff regarding a draft ordinance amending Turlock Municipal Code (TMC) Section 5-4-06 Social Host Liability (*Hedden*)

Recommended Action: City Council to review, discuss and provide comments to staff regarding a draft ordinance amending Turlock Municipal Code (TMC) Section 5-4-06 Social Host Liability

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- B. Authorizing City staff to conduct an Environmental Review and Site Assessment at the City Corporation Yard (*Wilson*)

Recommended Action: *Motion:* Authorizing City staff to conduct an Environmental Review and Site Assessment at the City Corporation Yard

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. Monthly Department Reports (*Wilson*)

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 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

- B. Conference with Legal Counsel - Anticipated Litigation - California Government Code §54956.9(d)(2)

"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."

Potential Case(s): (2 cases)

- C. Public Employee Performance Evaluation, Cal. Gov't Code §54957(b)(1)

Title: City Manager

13. REPORTS FROM CLOSED SESSION

14. ADJOURNMENT

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DECLARATION OF POSTING

I, Julie Christel, City Clerk for the City of Turlock, certify that I caused to be posted a copy of the City of Turlock City Council Agenda for the Regular Meeting of Tuesday, January 24, 2023 at City Hall, 156 S. Broadway, Turlock, California, 95380 on Friday, January 20, 2023.

Dated: January 20, 2023

/s/Julie Christel

Julie Christel
City Clerk

Agenda Item 2A

Presentation

Employee of the Month
Lisa Quiroga – October 2022
Jose Garcia – November 2022

Agenda Item 2B

Presentation

**Turlock Downtown Property Owners' Association
(TDPOA) on the downtown benches**

Agenda Item 2C

Presentation

Opportunity Stanislaus - Quarterly Report

Agenda Item 2D

Presentation

**City-wide Chlorination Project Update by
Provost and Pritchard Consulting**

Agenda Item 2E

Presentation

Legislative Presentation from Townsend Public Affairs

Payment Register

From Payment Date: 12/23/2022 - To Payment Date: 1/5/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
136646	01/05/2023	Open			Accounts Payable	ABS DIRECT INC	\$11,999.27		
	Invoice		Date	Description		Amount			
	129972		11/16/2022	UT STATEMENT - 11/4/2022 NE		\$3,347.67			
	130060		11/16/2022	UT STATEMENT - 11/10/22 SE		\$2,711.15			
	130184		11/26/2022	UT STATEMENT - 11/21/22 SW		\$2,814.19			
	130256		12/06/2022	UT STATEMENT - 12/01/2022		\$3,126.26			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,999.77			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,999.75			
	420 - WATER			420.11000 (Cash)		\$3,999.75			
136647	01/05/2023	Open			Accounts Payable	AFLAC GROUP INSURANCE	\$951.67		
	Invoice		Date	Description		Amount			
	A191331600		12/21/2022	GROUP DECEMBER 2022		\$951.67			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$951.67			
136648	01/05/2023	Open			Accounts Payable	ALTA Language Services, Inc.	\$66.00		
	Invoice		Date	Description		Amount			
	IS614951		09/30/2022	Listening & Speaking Test 9.30.22		\$66.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$66.00			
136649	01/05/2023	Open			Accounts Payable	AMERICAN MESSAGING	\$36.84		
	Invoice		Date	Description		Amount			
	R1061851XA		01/01/2023	Acct #R1-061851 - Police Department		\$11.48			
	R1061876XA		01/01/2023	Acct #R1-061876 - Fire Department		\$12.70			
	R1061876WL		12/01/2022	Acct #R1-061876 - Fire Department		\$12.66			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$36.84			
136650	01/05/2023	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	\$197.95		
	Invoice		Date	Description		Amount			
	12/18/22		12/18/2022	Monthly Internet Service - 12/19-1/1/23		\$197.95			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$197.95			
136651	01/05/2023	Open			Accounts Payable	AT&T MOBILITY	\$4,006.51		
	Invoice		Date	Description		Amount			
	6865X12272022		12/19/2022	287307496865 / PD SIU Modem		\$43.23			
	4173X12272022		12/19/2022	287310834173 / SIM CARDS FOR WQC		\$246.15			
	5677X12272022		12/19/2022	287262975677 / WQC/Utilities Phones/Data		\$975.73			
	4412X12272022		12/19/2022	995824412 / Aircards		\$2,741.40			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,565.57			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,097.94			
	420 - WATER			420.11000 (Cash)		\$343.00			
136652	01/05/2023	Open			Accounts Payable	BALSWICK'S TIRE SHOP INC	\$198.31		
	Invoice		Date	Description		Amount			
	01-207622		12/15/2022	ENGINE 32 RIGHT FRONT FLAT TIRE		\$198.31			

Payment Register

From Payment Date: 12/23/2022 - To Payment Date: 1/5/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$198.31		
136653	01/05/2023	Open			Accounts Payable	BAUER COMPRESSORS INC	\$802.00		
	Invoice		Date	Description			Amount		
	0000301810		12/16/2022	QUARTERLY AT			\$802.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$802.00		
136654	01/05/2023	Open			Accounts Payable	CAL MILL ENGINEERING & PROJECT MANAGEMENT	\$6,830.00		
	Invoice		Date	Description			Amount		
	5773		09/19/2022	Payment of Engineering Services for new office build out			\$6,830.00		
	Paying Fund				Cash Account		Amount		
	405 - Building				405.11000 (Cash)		\$6,830.00		
136655	01/05/2023	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$743.95		
	Invoice		Date	Description			Amount		
	0461088121822		12/18/2022	8203 13 001 0461088 / City Hall			\$399.00		
	0703380121622		12/16/2022	8203 13 001 0703380 / IT Internet 1411 SHADY LN- GROSSMAN, C			\$70.00		
	0465535122222		12/22/2022	8203 13 001 0465535 / Admin Internet-2014 INDEPENDENCE-D.LEWIS			\$84.98		
	0695883122622		12/26/2022	8203 13 001 0695883 / 901 S Walnut Rd (WQC)			\$99.98		
	0763228122522		12/25/2022	8203 13 001 0763228 / IT Internet-4304 ARCADIAN DR. L.MACHADO			\$89.99		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$84.98		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$49.99		
	420 - WATER				420.11000 (Cash)		\$49.99		
	501 - Information Technology				501.11000 (Cash)		\$558.99		
136656	01/05/2023	Open			Accounts Payable	CITY OF TURLOCK - CASH	\$148.68		
	Invoice		Date	Description			Amount		
	12-20-22 REPLEN		12/20/2022	FIN-AR-REPLENISH PETTY CASH-12/20/22			\$148.68		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$118.68		
	201 - Asset Forfeiture				201.11000 (Cash)		\$30.00		
136657	01/05/2023	Open			Accounts Payable	COOPERATIVE PERSONNEL SERVICES dba CPS HR Consulti	\$3,022.60		
	Invoice		Date	Description			Amount		
	TR-INV001318		12/12/2022	Account Clerk Testing Materials			\$1,227.60		
	0008291		10/30/2022	HR Consulting Services 10.30.22-11.26.22			\$1,935.00		
	TR-RTN001025		12/22/2022	Account Clerk-Credit Memo			(\$140.00)		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,022.60		
136658	01/05/2023	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$3,331.53		
	Invoice		Date	Description			Amount		
	66589		10/31/2022	Standard Security 10.24.22-10.28.22			\$959.85		
	66880		12/19/2022	Standard Security & Meeting 12.12.22-12.16.22			\$1,027.89		
	66675		11/15/2022	Standard Security 11.7.22-11.10.22			\$767.88		

Payment Register

From Payment Date: 12/23/2022 - To Payment Date: 1/5/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	66912		12/27/2022		Standard Security & Meeting	12.19.22-12.21.22	\$575.91		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,331.53		
136659	01/05/2023	Open			Accounts Payable	EQUIFAX	\$10.00		
	Invoice		Date		Description		Amount		
	2053836819		12/07/2022		CREDIT CHECK SERVICES DECEMBER 2022		\$10.00		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$10.00		
136660	01/05/2023	Open			Accounts Payable	FEDERAL EXPRESS	\$272.41		
	Invoice		Date		Description		Amount		
	7-986-78278		12/23/2022		SHIPPING CHARGES 12/23/22		\$272.41		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$272.41		
136661	01/05/2023	Open			Accounts Payable	FRANCHISE TAX BOARD	\$2,029.74		
	Invoice		Date		Description		Amount		
	12312022WILSON		01/03/2023		12-31-22 PAYROLL WITHHOLDING		\$2,029.74		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$2,029.74		
136662	01/05/2023	Voided	INCORRECT ENTRY	01/05/2023	Accounts Payable	FRANCHISE TAX BOARD	\$144.10		
	Invoice		Date		Description		Amount		
	12312022PERRY		01/03/2023		12-31-22 PAYROLL WITHHOLDING		\$144.10		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$144.10		
136663	01/05/2023	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$28,872.40		
	Invoice		Date		Description		Amount		
	60453-1		11/22/2022		CUST #24090 - Fuel Expense for 11/22/2022		\$2,451.48		
	60382		12/09/2022		Fuel for Fire #3		\$2,048.70		
	60453		12/15/2022		CUST #24090 - Fuel Expense for 12/1/22-12/15/22		\$24,372.22		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$14,187.56		
	205 - Sports Facilities				205.11000 (Cash)		\$151.11		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$2,612.66		
	246 - Landscape Assessment				246.11000 (Cash)		\$1,319.78		
	255 - CDBG				255.11000 (Cash)		\$79.57		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,733.25		
	420 - WATER				420.11000 (Cash)		\$2,959.04		
	426 - Transit				426.11000 (Cash)		\$4,480.75		
	501 - Information Technology				501.11000 (Cash)		\$58.56		
	502 - Engineering				502.11000 (Cash)		\$290.12		
136664	01/05/2023	Open			Accounts Payable	GREEN HORIZON INC	\$240.00		
	Invoice		Date		Description		Amount		
	36659		01/04/2023		LANDSCAPE MAINTENANCE-901 HIGH ST- DECEMBER 2022		\$120.00		
	36660		01/04/2023		LANDSCAPE MAINTENANCE 1205 Lambert, DECEMBER 2022		\$120.00		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$120.00		

Payment Register

From Payment Date: 12/23/2022 - To Payment Date: 1/5/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
136665	256 - Stanislaus Housing Consortium			256.11000 (Cash)			\$120.00		
	01/05/2023	Open			Accounts Payable	Inferrera Construction Mgmt Group, Inc	\$29,487.50		
	Invoice		Date	Description		Amount			
	22133		11/30/2022	SRWA - Construction Management 2022-23 for Nov 2022		\$29,487.50			
136666	Paying Fund			Cash Account		Amount			
	950 - SRWA			950.11000 (Cash)		\$29,487.50			
	01/05/2023	Open			Accounts Payable	MOORE WALLACE DBA RR DONNELLEY	\$622.55		
	Invoice		Date	Description		Amount			
136667	124105484			12/12/2022		AP CHECK STOCK PAPER QTY: 6000	\$622.55		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$207.51			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$207.52			
136668	420 - WATER			420.11000 (Cash)		\$207.52			
	01/05/2023	Open			Accounts Payable	P G & E	\$263.00		
	Invoice		Date	Description		Amount			
	REC 12/23/22		12/23/2022	2749172768-4 / 144 S Broadway		\$263.00			
136669	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$263.00			
	01/05/2023	Open			Accounts Payable	POSTMASTER	\$275.00		
	Invoice		Date	Description		Amount			
136670	2023 BRM			12/20/2022		BRM Permit#278000 Annual Fee 2023	\$275.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$275.00			
	01/05/2023	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$31,986.78		
136671	Invoice			Date		Description	Amount		
	97100			12/19/2022		Wellhead Treatment Installation November 1 - Nov 30, 2022	\$17,517.71		
	97101			12/19/2022		City Wide Chlorination November 1 - November 30, 2022	\$14,469.07		
	Paying Fund			Cash Account		Amount			
136672	420 - WATER			420.11000 (Cash)		\$31,986.78			
	01/05/2023	Open			Accounts Payable	SALIDA FIRE PROTECTION DISTRICT	\$24,000.00		
	Invoice		Date	Description		Amount			
	2022-76		12/19/2022	PIERCE TYPE 1 ENGINE		\$24,000.00			
136673	Paying Fund			Cash Account		Amount			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)		\$24,000.00			
	01/05/2023	Open			Accounts Payable	SEEGERS PRINTING INC	\$523.58		
	Invoice		Date	Description		Amount			
136674	0140355-IN			11/30/2022		Business Cards for J. Governale & E. Schulze	\$108.63		
	0140369-IN			12/16/2022		Door hanger Pink Water Shutdown	\$213.99		
	0140195-IN-1			11/03/2022		BUSINESS CARDS FOR KATIE QUINTERO	\$92.33		
	140355R-IN			12/13/2022		Business Cards for J. Governale & E. Schulze	\$108.63		

Payment Register

From Payment Date: 12/23/2022 - To Payment Date: 1/5/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference		
136672	Paying Fund			Cash Account		Amount					
	110 - General Fund			110.11000 (Cash)		\$200.95					
	420 - WATER			420.11000 (Cash)		\$213.99					
	502 - Engineering			502.11000 (Cash)		\$108.64					
	01/05/2023	Open			Accounts Payable	STANISLAUS COUNTY	\$512.50				
	Invoice			Date	Description	Amount					
	2222			11/01/2022	ENCROACHMENT PERMIT# 488-2022- 605		\$512.50				
136673	Paying Fund			Cash Account		Amount					
	420 - WATER			420.11000 (Cash)		\$512.50					
	01/05/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13				
	Invoice			Date	Description	Amount					
	12312022BECCHETT			01/03/2023	12-31-22 PAYROLL WITHHOLDING		\$439.13				
	Paying Fund			Cash Account		Amount					
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$439.13					
136674	01/05/2023	Open			Accounts Payable	THE MCCLATCHY COMPANY LLC	\$3,978.75				
	Invoice			Date	Description	Amount					
	342317			11/30/2022	Accountant III 11.6.2022-11.16.2022		\$841.50				
	326979			10/02/2022	Public Safety Business Analyst 10.2.2022-10.12.2022		\$563.00				
	336149			10/23/2022	Water Treatment Plant Manager 10.23.22-10.26.22		\$582.00				
	336151			10/23/2022	Water Treatment Plan Operations Supv 10.23.22-10.26.22		\$588.00				
	336152			10/23/2022	Instrument & Control Tech Sr. 10.23.22-10.26.22		\$591.00				
	336167			10/23/2022	Housing Program Manager 10.23.22-10.30.22		\$813.25				
	Paying Fund			Cash Account		Amount					
	110 - General Fund			110.11000 (Cash)		\$1,404.50					
	255 - CDBG			255.11000 (Cash)		\$813.25					
	420 - WATER			420.11000 (Cash)		\$1,761.00					
	136675	01/05/2023	Open			Accounts Payable	THORSEN'S-NORQUIST, INC.	\$591.15			
		Invoice			Date	Description	Amount				
		1130546			12/06/2022	ST#1 SNAKE		\$381.15			
1130806			12/20/2022	Services at 1205 Lambert, Turlock		\$210.00					
Paying Fund			Cash Account		Amount						
110 - General Fund			110.11000 (Cash)		\$381.15						
256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$210.00						
136676	01/05/2023	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$23,930.50				
	Invoice			Date	Description	Amount					
	11-2022			11/30/2022	November Turlock Scavenger Street Sweeping		\$23,930.50				
	Paying Fund			Cash Account		Amount					
	246 - Landscape Assessment			246.11000 (Cash)		\$9,572.20					
136677	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$14,358.30					
	01/05/2023	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$619.98				
	Invoice			Date	Description	Amount					
	0131803230101			01/01/2023	Acct #131803 - Transit Center telephone 1/1/23-1/31/23		\$619.98				
	Paying Fund			Cash Account		Amount					
426 - Transit			426.11000 (Cash)		\$619.98						

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
136678	01/05/2023	Open			Accounts Payable	VERIZON WIRELESS	\$7,406.27		
	Invoice		Date	Description		Amount			
	9922112053		12/03/2022	972530635-00001 - HUMAN RESOURCES (11/4 - 12/3)		\$60.19			
	9922112058		12/03/2022	972530635-00025 HOUSING (11/4 - 12/3)		\$58.92			
	9922112063		12/03/2022	972530635-00031 - IT (11/4 - 12/3)		\$114.35			
	9922112057		12/03/2022	972530635-00024 BUILDING & PLANNING (11/4 - 12/3)		\$283.86			
	9922112067		12/03/2022	972530635-00037-UTILITY METER WELL SITES - MSTR RADIO (11/4-12-3)		\$43.72			
	9922112064		12/03/2022	972530635-00032 ELECTRICAL (11/4 - 12/3)		\$331.29			
	9922112059		12/03/2022	972530635-00026 CM/CTY CLRK/CNCL/FIN. DIR/EXE.ASSIST(11/4-12/03)		\$449.28			
	9922112062		12/03/2022	972530635-00030 WQC (11/4-12/3)		\$520.28			
	9922112065		12/03/2022	972530635-00033 - TRANSIT (11/4 - 12/3)		\$383.06			
	9922112066		12/03/2022	972530635-00036 - PUBLIC WORKS MAIN. TABLETS(11/4-12/3)		\$1,921.90			
	9922112056		12/03/2022	972530635-00023 ENGINEERING (11/4 - 12/3)		\$552.29			
	9922112061		12/03/2022	972530635-00029 UTILITIES (11/4 -12/3)		\$1,377.44			
	9922112060		12/03/2022	972530635-00028 RECREATION (11/4 - 12/3)		\$1,309.69			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,233.83			
	120 - Tourism			120.11000 (Cash)		\$35.61			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)		\$12.22			
	205 - Sports Facilities			205.11000 (Cash)		\$109.96			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$351.14			
	246 - Landscape Assessment			246.11000 (Cash)		\$1,696.83			
	255 - CDBG			255.11000 (Cash)		\$58.92			
	270 - Recreation Grants			270.11000 (Cash)		\$345.21			
	405 - Building			405.11000 (Cash)		\$212.26			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,385.12			
	420 - WATER			420.11000 (Cash)		\$806.28			
	426 - Transit			426.11000 (Cash)		\$385.06			
	501 - Information Technology			501.11000 (Cash)		\$114.35			
	502 - Engineering			502.11000 (Cash)		\$544.79			
	505 - Fleet			505.11000 (Cash)		\$114.69			
136679	01/05/2023	Open			Accounts Payable	WEST YOST ASSOCIATES	\$151,562.81		
	Invoice		Date	Description		Amount			
	2051633		10/31/2022	SRWA - Program Mgmt Services for 2022-23 for October 2022		\$93,079.05			
	2051810		11/30/2022	SRWA - Program Mgmt Services for 2022-23 for November 2022		\$58,483.76			
	Paying Fund			Cash Account		Amount			
	950 - SRWA			950.11000 (Cash)		\$151,562.81			
136680	01/05/2023	Open			Accounts Payable	Anthieny, Donna	\$76.67		
	Invoice		Date	Description		Amount			
	12/9/2022		12/09/2023	Reimbursement for lunches at HNT school 12/5 - 12-9		\$76.67			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$76.67			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
136681	01/05/2023	Open			Accounts Payable	BALSWICK, BEN	\$35.00		
	Invoice		Date	Description		Amount			
	2023-00081377		12/05/2022	A/C REFUND		\$35.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$35.00			
136682	01/05/2023	Open			Accounts Payable	Haul Done	\$900.00		
	Invoice		Date	Description		Amount			
	4113		01/04/2023	Clean up work at 901 High St., Unit 2, Turlock CA		\$900.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$900.00			
136683	01/05/2023	Open			Accounts Payable	VSS INTERNATIONAL, INC	\$2,325.28		
	Invoice		Date	Description		Amount			
	METER# 14759394		12/21/2022	HYDRANT USE PERMIT REFUND		\$2,325.28			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,471.00			
	420 - WATER			420.11000 (Cash)		(\$145.72)			
136684	01/05/2023	Open			Accounts Payable	FRANCHISE TAX BOARD	\$114.10		
	Invoice		Date	Description		Amount			
	123122PERRY		01/05/2023	12-31-22 PAYROLL WITHHOLDING		\$114.10			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$114.10			

Type Check Totals:

AP - Accounts Payable Totals

39 Transactions

\$343,554.51

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	38	\$343,410.41	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$144.10	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	39	\$343,554.51	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	38	\$343,410.41	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$144.10	\$0.00
	Stopped	0	\$0.00	\$0.00

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From Payment Date: 12/23/2022 - To Payment Date: 1/5/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total		39	\$343,554.51	\$0.00
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	38	\$343,410.41	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$144.10	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	39	\$343,554.51	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	38	\$343,410.41	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$144.10	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	39	\$343,554.51	\$0.00	

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From Payment Date: 1/6/2023 - To Payment Date: 1/12/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
136685	01/12/2023	Open			Accounts Payable	A-Z BUS SALES INC	\$44.07		
	Invoice		Date	Description		Amount			
	INVSAC2284		12/16/2022	PART # 2002787		\$44.07			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$44.07			
136686	01/12/2023	Open			Accounts Payable	ALL VALLEY SMOG INC	\$2,134.34		
	Invoice		Date	Description		Amount			
	000114223		12/19/2022	STOLEN CATALYST CONVERTER - VEHICLE #7030		\$2,134.34			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$2,134.34			
136687	01/12/2023	Open			Accounts Payable	AMERICAN WATER WORKS ASSOCIATION	\$311.00		
	Invoice		Date	Description		Amount			
	S016252		10/26/2022	MEMBERSHIP FEES FOR SARA BREUSS		\$311.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$311.00			
136688	01/12/2023	Open			Accounts Payable	AT&T/SBC	\$71.28		
	Invoice		Date	Description		Amount			
	RELAY 1-1-23		01/01/2023	Acct# 248 134-2929 655 9/ California Relay Srvc TDD		\$4.63			
	FIRE 1-1-23		01/01/2023	Acct# 233 841-5391 333 1/ Fire Dept		\$66.65			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$71.28			
136689	01/12/2023	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$11,396.70		
	Invoice		Date	Description		Amount			
	668451		11/30/2022	Legal Services November 2022		\$11,396.70			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$11,211.06			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$104.60			
	420 - WATER			420.11000 (Cash)		\$81.04			
136690	01/12/2023	Open			Accounts Payable	BADGER METER INC dba NATIONAL METER & AUTOMATION	\$60.00		
	Invoice		Date	Description		Amount			
	80116118		12/29/2022	ORION CELLULAR DECEMBER 2022		\$60.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$60.00			
136691	01/12/2023	Open			Accounts Payable	Blair, Church & Flynn Consulting Engineers, Inc.	\$281.50		
	Invoice		Date	Description		Amount			
	71685		12/04/2022	SR05, 22-007 Structura Repair of Column Corp Yard- 7/1/22-12/4/22		\$281.50			
	Paying Fund			Cash Account		Amount			
	301 - Capital Improvements			301.11000 (Cash)		\$281.50			
136692	01/12/2023	Open			Accounts Payable	BONANDER TRUCKS	\$568.83		
	Invoice		Date	Description		Amount			
	263159		12/15/2022	Vehicle 1347		\$63.94			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	263169		12/16/2022	Vehicle 1038			\$44.83		
	263219		12/19/2022	Vehicle 1038			\$270.00		
	263209		12/19/2022	AD13-4416			\$452.90		
	605525		12/19/2022	Latch Spring Assy 1/2			\$7.16		
	CM263219		12/19/2022	Refund for Pump Kit			(\$270.00)		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$63.94		
	246 - Landscape Assessment			246.11000 (Cash)			\$452.90		
	426 - Transit			426.11000 (Cash)			\$51.99		
136693	01/12/2023	Open			Accounts Payable	CALIFORNIA WATER EFFICIENCY	\$3,898.40		
	Invoice		Date	Description			Amount		
	MD-2023-805		01/01/2023	CalWeP Dues Breakdown 2023			\$3,898.40		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$3,898.40		
136694	01/12/2023	Open			Accounts Payable	Capitol Government Contract Specialists	\$500.00		
	Invoice		Date	Description			Amount		
	1		12/05/2022	Transit Executive Branch Brainstorming Session			\$500.00		
				11/16/2022					
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$500.00		
136695	01/12/2023	Open			Accounts Payable	CAROLLO ENGINEERS	\$109,111.99		
	Invoice		Date	Description			Amount		
	FB30197		11/30/2022	21-036 CIP Update to Storm & Sewer Master Plans-			\$13,235.50		
				11/30/22					
	FB30761		11/30/2022	18-69 Surface Water Distribution System Improv-			\$55,202.37		
				SCADA-11/30/22					
	FB30797		11/30/2022	18-69 Surface Water Distribution System			\$40,674.12		
				Improvements-11/30/22					
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$13,235.50		
	420 - WATER			420.11000 (Cash)			\$95,876.49		
136696	01/12/2023	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$1,050.00		
	Invoice		Date	Description			Amount		
	211427		12/22/2022	UT- AGGREGATE, ASPHALTIC CONCRETE &			\$525.00		
				RELATED MATERIALS					
	211780		01/03/2023	UT- AGGREGATE, ASPHALTIC CONCRETE &			\$525.00		
				RELATED MATERIALS					
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$525.00		
	420 - WATER			420.11000 (Cash)			\$525.00		
136697	01/12/2023	Open			Accounts Payable	CENTRAL VALLEY TREES AND LANDSCAPE SERVICES INC	\$2,499.00		
	Invoice		Date	Description			Amount		
	16427		12/29/2022	TREE REMOVAL - 1060 N DENAIR			\$2,499.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,499.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
136698	01/12/2023	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$3,611.13		
	Invoice		Date	Description		Amount			
	74247		12/09/2022	CHAMPION - TPD		\$1,480.16			
	74196		12/06/2022	CHAMPION - AUGUST		\$364.00			
	73383		10/06/2022	POLICE - ICE MACHINE NOT WORKING		\$1,766.97			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,247.13			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$79.00			
	501 - Information Technology			501.11000 (Cash)		\$285.00			
136699	01/12/2023	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$497.38		
	Invoice		Date	Description		Amount			
	1238873122222		12/22/2022	SPECTRUM INTERNET - SENIOR CENTER		\$75.55			
	0780628010123		01/01/2023	8203 13 001 0780628 / 244 N Broadway (PSF TV)		\$421.83			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$497.38			
136700	01/12/2023	Open			Accounts Payable	CITIZEN COMMUNICATIONS LLC DBA RECYCLIST	\$17,910.00		
	Invoice		Date	Description		Amount			
	INV-2736		01/04/2023	Recyclist Program Tracker Annual Subscription Fee		\$17,910.00			
	Paying Fund			Cash Account		Amount			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)		\$17,910.00			
136701	01/12/2023	Open			Accounts Payable	City of Foster City	\$1,040.00		
	Invoice		Date	Description		Amount			
	14696		07/01/2022	Regulatory Affairs Manager & Utilities Manager		\$1,040.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,040.00			
136702	01/12/2023	Open			Accounts Payable	CLARK BROS INC	\$75,828.09		
	Invoice		Date	Description		Amount			
	PP15/CP 20-027		11/30/2022	20-027 City Wide Chlorination-11/01/22-11/30/22		\$75,828.09			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$75,828.09			
136703	01/12/2023	Open			Accounts Payable	COUNTRYSIDE TIRE & BRAKE	\$45.00		
	Invoice		Date	Description		Amount			
	04-226494		12/20/2022	VEHICLE POL 18-1332		\$45.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$45.00			
136704	01/12/2023	Open			Accounts Payable	CRAIG SAFETY GROUP	\$16,856.25		
	Invoice		Date	Description		Amount			
	22046		12/27/2022	Safety Management Services		\$13,415.00			
	22047		12/27/2022	Safety Management Services		\$3,441.25			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$16,856.25			
136705	01/12/2023	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$6,765.12		
	Invoice		Date	Description		Amount			
	66913		12/27/2022	Unarmed Security Services for Transit Center 12/19/22		\$3,499.20			
				-12/25/22					
	66881		12/19/2022	Unarmed Security Services for Transit Center 12/12/22		\$3,265.92			
				-12/18/22					

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
136706	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$6,765.12		
	01/12/2023	Open			Accounts Payable	CULLIGAN INC	\$74.50		
	Invoice		Date	Description			Amount		
	Transit 12/31/22		12/31/2022	Water Softener Exchange Service for Transit 1/1/23-1/31/23			\$74.50		
136707	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$74.50		
	01/12/2023	Open			Accounts Payable	Electrical Advantage Engineering, Inc.	\$2,362.00		
	Invoice		Date	Description			Amount		
	21-0564-003		11/11/2022	21-042 Fire Station No. 31 & No. 34 Data Improvements-11/11/22			\$352.00		
	21-0564-004		12/07/2022	21-042 Fire Station No. 31 & No. 34 Data Improvements-12/7/22			\$2,010.00		
136708	Paying Fund				Cash Account		Amount		
	119 - American Rescue Plan Act				119.11000 (Cash)		\$2,362.00		
	01/12/2023	Open			Accounts Payable	FEDERAL EXPRESS	\$44.23		
	Invoice		Date	Description			Amount		
	8-000-12058		01/06/2023	SHIPPING CHARGES FOR 1-6-23			\$44.23		
136709	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$44.23		
	01/12/2023	Open			Accounts Payable	GARTON TRACTOR INC	\$1,115.36		
	Invoice		Date	Description			Amount		
	P0767201		12/22/2022	ST12-4385A			\$1,115.36		
136710	Paying Fund				Cash Account		Amount		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$1,115.36		
	01/12/2023	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$7,045.92		
	Invoice		Date	Description			Amount		
	I2L1903		12/19/2022	MONTHLY WASTEWATER SAMPLES			\$62.79		
	I2L1204		12/12/2022	DRINKING WATER WELL ANALYSIS			\$1,925.75		
	I2L1402		12/14/2022	DOWNTOWN PCE REMEDIATION			\$1,494.00		
	I2I0626		12/06/2022	DMC THM STUDY			\$884.89		
	I2L0603		12/06/2022	MONTHLY LAB DILUTION WATER			\$39.97		
	I2L0802		12/08/2022	MONTHLY WASTEWATER SAMPLES			\$62.79		
	I2L0801		12/08/2022	MONTHLY WASTEWATER SAMPLES			\$176.99		
	I2L0808		12/08/2022	PRS STATION MONITORING W24 (CONFLUENCE)			\$718.79		
	I2L0807		12/08/2022	PRS STATION MONITORING W37 (CONFLUENCE)			\$718.79		
	I2L0109		12/01/2022	1,2,3 TCP WELL SAMPLING			\$646.16		
	I2L0110		12/01/2022	DRINKING WATER WELL ANALYSIS			\$315.00		
136711	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,227.43		
	420 - WATER				420.11000 (Cash)		\$5,818.49		
	01/12/2023	Open			Accounts Payable	GHD INC	\$12,227.60		
	Invoice		Date	Description			Amount		
	380-0024490		12/17/2022	SR01, 0828 Fulkerth and Fwy 99 Interchange Improvements-12/17/22			\$78.70		
	380-0024881		12/17/2022	SR03, 20-038 Signal Coordination-12/17/22			\$12,148.90		
	Paying Fund				Cash Account		Amount		

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136712	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$12,148.90		
	305 - Capital Facility Fees			305.11000 (Cash)			\$78.70		
	01/12/2023	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$23,163.80		
	Invoice		Date	Description		Amount			
	60906		12/31/2022	CUST #24090 - Fuel Expense for 12/16/22-12/31/22		\$19,887.73			
	60732		12/19/2022	Fuel for Fire #3		\$1,042.77			
	60828		12/29/2022	Fuel for Fire #3		\$2,233.30			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$13,660.69			
	205 - Sports Facilities			205.11000 (Cash)		\$16.49			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$752.00			
	246 - Landscape Assessment			246.11000 (Cash)		\$289.81			
	405 - Building			405.11000 (Cash)		\$65.86			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,592.88			
	420 - WATER			420.11000 (Cash)		\$2,055.16			
136713	426 - Transit			426.11000 (Cash)		\$4,655.28			
	502 - Engineering			502.11000 (Cash)		\$75.63			
	01/12/2023	Open			Accounts Payable	GOMES PROPANE	\$206.47		
	Invoice		Date	Description		Amount			
	12256		11/30/2022	GOMES - PROPANE FOR STREETS		\$45.36			
	12264		11/30/2022	GOMES - PROPANE FOR STREETS		\$75.86			
	12274		11/30/2022	GOMES - PROPANE FOR STREETS		\$25.81			
	12282		11/30/2022	GOMES - PROPANE FOR STREETS		\$59.44			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$206.47			
136714	01/12/2023	Open			Accounts Payable	Granberg & Associates	\$15,885.95		
	Invoice		Date	Description		Amount			
	56		12/31/2022	SRWA Contract General Manger for 2022-23 for December 2022		\$15,885.95			
	Paying Fund			Cash Account		Amount			
	950 - SRWA			950.11000 (Cash)		\$15,885.95			
136715	01/12/2023	Open			Accounts Payable	HD SUPPLY FACILITIES MAINTENANCE LTD, DBA USABUEBOOK	\$5,181.02		
	Invoice		Date	Description		Amount			
	206479		12/15/2022	HACH DR300 CHLORINE, BATTERY CHARGER, HACH DPD 1		\$2,109.18			
	208993		12/19/2022	SUSPENSION HARNESS FOR SIGMA PORTBLE SAMPLERS		\$1,953.07			
	209295		12/19/2022	HR SAMPLE CELLS		\$249.65			
	210721		12/20/2022	SPECCKECK LR DPD CHLORINE		\$582.46			
	209171		12/19/2022	2.5 GAL LDPE WIDE MOUTH CARBOY		\$286.66			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,294.32			
	420 - WATER			420.11000 (Cash)		\$1,886.70			

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136716	01/12/2023	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Randik Paper Co.	\$481.18		
	Invoice		Date	Description		Amount			
	208765		12/07/2022	JANITORIAL PAPER & CLEANING SUPPLIES		\$270.89			
	209008		12/14/2022	JANITORIAL PAPER & CLEANING SUPPLIES		\$61.71			
	209275		12/21/2022	JANITORIAL PAPER & CLEANING SUPPLIES		\$121.12			
	209275-01		12/28/2022	JANITORIAL PAPER & CLEANING SUPPLIES		\$27.46			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$481.18			
136717	01/12/2023	Open			Accounts Payable	IRONSMITH, INC.	\$5,066.75		
	Invoice		Date	Description		Amount			
	24190		12/12/2022	IRONSMITH - CAST IRON TREE GRATES		\$5,066.75			
	Paying Fund			Cash Account		Amount			
	602 - Downtown Improvement Project			602.11000 (Cash)		\$5,066.75			
136718	01/12/2023	Open			Accounts Payable	ITRON INC	\$8,623.22		
	Invoice		Date	Description		Amount			
	638432		12/28/2022	ENCODERS		\$8,623.22			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$8,623.22			
136719	01/12/2023	Open			Accounts Payable	Lamar Transit, LLC	\$2,087.71		
	Invoice		Date	Description		Amount			
	114251289		11/08/2022	2022 Holiday Bus Wrap		\$2,087.71			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$2,087.71			
136720	01/12/2023	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$20.15		
	Invoice		Date	Description		Amount			
	10707108		12/31/2022	Acct #9020101104 - Translation services for Police Department		\$20.15			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$20.15			
136721	01/12/2023	Open			Accounts Payable	LINDSAY CORPORATION DBA ELECSYS INTERNATIONAL, LLC	\$30.00		
	Invoice		Date	Description		Amount			
	SIP-E167853		12/21/2022	DECEMBER 2022 SAT DATA SERVICES		\$30.00			
	Paying Fund			Cash Account		Amount			
	416 - Recycled Water Sales			416.11000 (Cash)		\$30.00			
136722	01/12/2023	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$370.17		
	Invoice		Date	Description		Amount			
	37743121		12/19/2022	MARTIN MARIETTA - ASPHALT		\$94.11			
	37755996		12/20/2022	MARTIN MARIETTA - ASPHALT		\$90.97			
	37769726		12/21/2022	MARTIN MARIETTA - ASPHALT		\$93.33			
	37781438		12/22/2022	MARTIN MARIETTA - ASPHALT		\$91.76			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$370.17			
136723	01/12/2023	Open			Accounts Payable	MAZE & ASSOCIATES	\$4,451.00		
	Invoice		Date	Description		Amount			
	47848		12/29/2022	December 2022 Services for Single Audit Act FY 20/21		\$4,451.00			

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136724	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$44.51		
	255 - CDBG			255.11000 (Cash)			\$1,913.93		
	420 - WATER			420.11000 (Cash)			\$979.22		
	426 - Transit			426.11000 (Cash)			\$1,513.34		
	01/12/2023	Open			Accounts Payable	NAPA AUTO PARTS	\$80.08		
	Invoice			Date	Description		Amount		
	795984			12/19/2022	TRA21-1072EE		\$60.53		
	795736			12/14/2022	PART #7-04914		\$19.55		
	Paying Fund			Cash Account			Amount		
136725	110 - General Fund			110.11000 (Cash)			\$19.55		
	426 - Transit			426.11000 (Cash)			\$60.53		
	01/12/2023	Open			Accounts Payable	NBS GOVERNMENT FINANCE GROUP	\$780.00		
	Invoice			Date	Description		Amount		
	202212-2754			12/13/2022	PROFESSIONAL SERVICES THROUGH NOVEMBER 30, 2022		\$780.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$780.00		
	01/12/2023	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$197.28		
	Invoice			Date	Description		Amount		
	02L0033242397			12/29/2022	5 GALLON NESTLE DRINKING ELECTRICAL MAINT 11.27.22-12.26.22		\$197.28		
136726	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$98.64		
	420 - WATER			420.11000 (Cash)			\$98.64		
	01/12/2023	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$586.34		
	Invoice			Date	Description		Amount		
	8577-392367			12/06/2022	REF # 658078		\$19.97		
	8577-392907			12/15/2022	REF # 658977		\$6.62		
	8577-392962			12/16/2022	AD09-0446		\$45.23		
	8577-392886			12/15/2022	TRA15-1038PP		\$43.27		
	8577-392890			12/15/2022	Vehicle 0401		\$91.96		
136727	8577-392958			12/16/2022	Vehicle 0401		\$84.23		
	8577-393083			12/20/2022	BLD01-325		\$24.99		
	8577-393080			12/20/2022	POL18-1335		\$19.10		
	8577-393081			12/20/2022	Rec98-001		\$17.50		
	8577-393116			12/20/2022	TRA15-1038PP		\$88.64		
	8577-393082			12/20/2022	WT18-525		\$13.71		
	8577-392916			12/15/2022	V #1347		\$173.27		
	8577-392882			12/15/2022	AD08-0446		\$23.60		
	8577-392730			12/13/2022	FR08-286		\$53.74		
	8577-392471			12/07/2022	REF # 658248		(\$119.49)		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$215.82		
	246 - Landscape Assessment			246.11000 (Cash)			\$251.64		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$24.99		
	420 - WATER			420.11000 (Cash)			\$9.78		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
136728	426 - Transit			426.11000 (Cash)			\$84.11		
	01/12/2023	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$37,646.25		
	Invoice		Date	Description		Amount			
	3751212		12/04/2022	19-51 Design Services for Columbia Pool Improvement-11/7-12/4/22		\$8,158.75			
	3842105		12/04/2022	SR03, 21-043 Northeast Neighborhood Park-11/7/22-12/4/22		\$240.00			
	4127001		09/04/2022	SR05, 22-026 Armory Site Utility Extensions - 8/8-9/4/22		\$1,600.00			
	4127002		09/04/2022	SR05, 22-026 Armory Site Utility Extensions - 9/5 - 10/2/22		\$23,881.25			
	4127004		12/04/2022	SR05, 22-026 Armory Site Utility Extensions - 11/7 - 12/4/22		\$820.00			
	4127003		11/06/2022	SR05, 22-026 Armory Site Utility Extensions 10/3-11/6/22		\$2,946.25			
	Paying Fund			Cash Account		Amount			
	228 - Park Development Tax			228.11000 (Cash)		\$240.00			
	301 - Capital Improvements			301.11000 (Cash)		\$8,158.75			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$14,623.74			
	420 - WATER			420.11000 (Cash)		\$14,623.76			
136729	01/12/2023	Open			Accounts Payable	OREILLY AUTO PARTS	\$1,252.64		
	Invoice		Date	Description		Amount			
	2800-276721		12/20/2022	POL18-1332		\$436.67			
	2800-276969		12/21/2022	FR03-288		\$229.44			
	2800-276681		12/20/2022	ST03-7034		\$9.21			
	2800-276462		12/19/2022	ITEM #621-515		\$85.90			
	2800-275460		12/15/2022	POL19-1347		\$30.46			
	2800-275004		12/14/2022	ITEM # YT70		\$14.10			
	2800-275005		12/14/2022	ITEM #MPRA101		\$83.09			
	2800-270488		11/28/2022	ST06-7054		\$44.98			
	2800-274514		12/12/2022	item #2025BP4		\$56.44			
	2800-272433		12/05/2022	ST06-7054		\$41.28			
	2800-274751		12/13/2022	FR08-286		\$221.07			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$974.08			
136730	217 - Streets - Gas Tax			217.11000 (Cash)		\$95.47			
	426 - Transit			426.11000 (Cash)		\$183.09			
	01/12/2023	Open			Accounts Payable	P G & E	\$1,358.01		
	Invoice		Date	Description		Amount			
	COLUMBIA 1-1-23		01/01/2023	6180280303-3 / 600 Columbia St		\$7.84			
	HIGH 1/1/23		01/01/2023	0221941093-9 / 595 High St		\$8.11			
	R.BOESCH 1-1-23		01/01/2023	4388605407-1 / 275 N Orange		\$377.47			
	FIRE#3 1/5/23		01/05/2023	2087893140-9 / 501 E Monte Vista Ave		\$964.59			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,358.01			
136731	01/12/2023	Open			Accounts Payable	PETERSON ROOFING CO, INC	\$9,100.00		
	Invoice		Date	Description		Amount			
	1590		12/18/2022	701. S Walnut - Facility Site Improvements		\$9,100.00			
	Paying Fund			Cash Account		Amount			

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136732	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$9,100.00		
	01/12/2023	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$6,895.40		
	Invoice		Date	Description		Amount			
	94370		07/31/2022	SR02, 18-59 Well 8 GAC System Rehab & Site Work		\$511.50			
	95701		10/20/2022	SR01, 20-027 Drinking Water Chlorination-9/1/22- 9/30/22		\$1,885.00			
	97256		11/30/2022	SR03, 22-017 Wayside Dr Sewer Replacement- 11/1/22-11/30/22		\$1,665.40			
	97192		12/21/2022	Nov 1, 2022 to Nov 30, 2022 PCE Groundwater Monitor/Report		\$2,833.50			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,665.40			
	420 - WATER			420.11000 (Cash)		\$5,230.00			
136733	01/12/2023	Open			Accounts Payable	PUMP PROS INC	\$200.65		
	Invoice		Date	Description		Amount			
	642		12/14/2022	Water and Sewer parts		\$200.65			
	Paying Fund			Cash Account		Amount			
136734	420 - WATER			420.11000 (Cash)		\$200.65			
	01/12/2023	Open			Accounts Payable	QUAD KNOPF, INC.	\$199.00		
	Invoice		Date	Description		Amount			
	116864		12/10/2022	20-13 Water and Sewer Main Extension-GSB- 11/13/22-12/10/22		\$199.00			
	Paying Fund			Cash Account		Amount			
136735	421 - Water Line Construction			421.11000 (Cash)		\$199.00			
	01/12/2023	Open			Accounts Payable	RAMONT'S TOW SERVICE	\$1,512.50		
	Invoice		Date	Description		Amount			
	242519		12/24/2022	TRA21-1069OO		\$687.50			
	242417		12/17/2022	TRA19-1063OO		\$825.00			
	Paying Fund			Cash Account		Amount			
136736	426 - Transit			426.11000 (Cash)		\$1,512.50			
	01/12/2023	Open			Accounts Payable	RAY MORGAN COMPANY	\$7,413.69		
	Invoice		Date	Description		Amount			
	3961541		12/11/2022	PRINTER MAINTENANCE AND MANAGEMENT SYSTEM (10/12 - 12/11)		\$7,413.69			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6,599.59			
	255 - CDBG			255.11000 (Cash)		\$6.18			
	405 - Building			405.11000 (Cash)		\$69.55			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$333.93			
	420 - WATER			420.11000 (Cash)		\$198.38			
	502 - Engineering			502.11000 (Cash)		\$206.06			
	01/12/2023	Open			Accounts Payable	ROBERTSON - BRYAN INC	\$3,116.63		
	Invoice		Date	Description		Amount			
136737	15304.4.1		11/30/2022	NPDES PERMIT COMPLIANCE SERVICES - TASK 4 DMC THM THROUGH 11/15		\$1,650.63			
	15304.2		11/30/2022	NPDES PERMIT COMPLIANCE SERVICES - TASK 2 ON CALL THROUGH 11/15		\$249.00			

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	15304.1		11/30/2022		NPDES PERMIT COMPLIANCE SERVICES - TASK 1 ON CALL THROUGH 11/15		\$1,092.50		
	15304.4.2		11/30/2022		NPDES PERMIT COMPLIANCE SERVICES - TASK 4 DMC THM THROUGH 11/15		\$124.50		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,341.50		
	416 - Recycled Water Sales				416.11000 (Cash)		\$1,775.13		
136738	01/12/2023	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$2,166.70		
	Invoice		Date		Description		Amount		
	3030501968		12/14/2022		1058PPP		\$1,274.04		
	3030546009		12/15/2022		1058PPP		\$544.10		
	3030572633		12/15/2022		V #6000		\$281.24		
	3030572051		12/20/2022		REF # 37721061		\$67.32		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$281.24		
	426 - Transit				426.11000 (Cash)		\$1,885.46		
136739	01/12/2023	Open			Accounts Payable	SAFE-T-LITE CO INC	\$890.96		
	Invoice		Date		Description		Amount		
	386450		10/18/2022		SAFE-T-LITE - FUNERAL		\$409.16		
	387097		11/11/2022		SAFE-T-LITE - MAKE A WISH		\$350.73		
	387576		12/31/2022		5 Coroplast Direction Signs for Stuff the Bus 2022		\$131.07		
	Paying Fund				Cash Account		Amount		
	120 - Tourism				120.11000 (Cash)		\$759.89		
	426 - Transit				426.11000 (Cash)		\$131.07		
136740	01/12/2023	Open			Accounts Payable	SNG & Associates, Inc.	\$33,220.00		
	Invoice		Date		Description		Amount		
	2022-0913		09/30/2022		City Engineer Services 9/1/22-9/30/22		\$33,220.00		
	Paying Fund				Cash Account		Amount		
	115 - Measure A - Roads				115.11000 (Cash)		\$7,257.50		
	216 - Streets - Local Transportation				216.11000 (Cash)		\$4,248.75		
	420 - WATER				420.11000 (Cash)		\$11,562.50		
	502 - Engineering				502.11000 (Cash)		\$10,151.25		
136741	01/12/2023	Open			Accounts Payable	STANISLAUS COUNTY AUDITOR CONTR	\$894,936.24		
	Invoice		Date		Description		Amount		
	01/01 - 12/31/22		01/06/2023		STAN CO PAYMENT 1/1/22-12/31/22 & ADJUSTMENT OF \$81.18		\$894,936.24		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$894,936.24		
136742	01/12/2023	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$250.00		
	Invoice		Date		Description		Amount		
	FINCH, E - D1		01/05/2023		ERIC FINCH GRADE D1 CERTIFICATE		\$70.00		
	SMITH, M - D1		01/05/2023		MIKE SMITH GRADE D1 CERTIFICATION		\$70.00		
	WAGGONER, M.		01/05/2023		MATT WAGGONER WASTEWATER TREATMENT RENEWAL		\$110.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$110.00		

Payment Register

From Payment Date: 1/6/2023 - To Payment Date: 1/12/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
136743	420 - WATER			420.11000 (Cash)			\$140.00		
	01/12/2023	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$177,557.00		
	Invoice		Date	Description		Amount			
	WD-0215597		12/08/2022	STATE WATER RESOURCES CONTROL BOARD		\$129,094.00			
	SW-0244738		11/29/2022	ANNUAL PERMIT FEE FY 22/23		\$26,498.00			
	WD-0215213		12/08/2022	STATE WATER RESOURCES CONTROL BOARD		\$18,512.00			
	WD-0215364		12/08/2022	ANNUAL PERMIT FEE FY 22/23		\$3,453.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$177,557.00			
	01/12/2023	Open			Accounts Payable	STORER TRANSIT SYSTEMS	\$174,366.10		
136744	Invoice		Date	Description		Amount			
	9247T		12/31/2022	Management and Operation of Turlock Transit Services Nov 2022		\$174,366.10			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$174,366.10			
136745	01/12/2023	Open			Accounts Payable	THE MCCLATCHY COMPANY LLC	\$1,001.00		
	Invoice		Date	Description		Amount			
	360877		12/31/2022	Principal HR Analyst Sr 12.18.22-12.28.22		\$1,001.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,001.00			
136746	01/12/2023	Open			Accounts Payable	TURLOCK CITY TOW INC	\$305.00		
	Invoice		Date	Description		Amount			
	131996		11/30/2022	TOWING SERVICES FOR EVIDENCE ON 11/30/22		\$45.00			
	122691		12/01/2022	TOWING SERVICES FOR MUNI ON 12/1/22		\$40.00			
	122692		12/02/2022	TOWING SERVICES FOR TRANSIT ON 12/2/22		\$105.00			
	133905		12/14/2022	TOWING SERVICES FOR PD ON 12/14/22		\$40.00			
	133065		12/26/2022	TOWING SERVICES FOR EVIDENCE ON 12/26/22		\$75.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$160.00			
	420 - WATER			420.11000 (Cash)		\$40.00			
136747	426 - Transit			426.11000 (Cash)		\$105.00			
	01/12/2023	Open			Accounts Payable	TURLOCK JOURNAL	\$250.00		
	Invoice		Date	Description		Amount			
	328189		12/18/2022	Principal HR Analyst Sr 12.16.22		\$250.00			
	Paying Fund			Cash Account		Amount			
136748	110 - General Fund			110.11000 (Cash)		\$250.00			
	01/12/2023	Open			Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$10,472.00		
	Invoice		Date	Description		Amount			
	1998981		07/01/2022	JUNE 2022		\$1,585.00			
	2007746		07/21/2022	JULY 2022		\$1,313.00			
	2014990		08/17/2022	AUGUST 2022		\$1,324.00			
	2027769		10/03/2022	OCTOBER 2022		\$2,040.00			
	2021372		09/15/2022	SEPTEMBER 2022		\$855.00			

Payment Register

From Payment Date: 1/6/2023 - To Payment Date: 1/12/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	2040207		12/07/2022	DECEMBER 2022			\$1,575.00		
	2036117		11/02/2022	NOVEMBER 2022			\$1,780.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$297.00		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$4,560.00		
	266 - Police Services Grants			266.11000 (Cash)			\$5,615.00		
136749	01/12/2023	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC	\$58,177.13		
	Invoice		Date	Description			Amount		
	50815933		01/01/2023	SODIUM HYPOCHLORITE			\$7,485.17		
	50798694		12/21/2022	SODIUM HYPOCHLORITE			\$7,722.62		
	50784286		12/13/2022	SODIUM BISULFITE			\$7,749.63		
	50813811		12/29/2022	SODIUM BISULFITE			\$7,752.73		
	50778646		12/13/2022	SODIUM HYPOCHLORITE			\$6,139.25		
	50805126		12/27/2022	SODIUM HYPOCHLORITE			\$7,567.52		
	50777260		12/01/2022	SODIUM BISULFITE			\$6,186.14		
	50782120		12/14/2022	SODIUM HYPOCHLORITE			\$7,574.07		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$58,177.13		
136750	01/12/2023	Open			Accounts Payable	US BANK OFFICE EQUIPMENT	\$995.05		
	Invoice		Date	Description			Amount		
	489608257		12/15/2022	Lease Agreement for Payroll Copier 12/9/22-01/08/23			\$66.44		
	490364437		12/26/2022	Lease agreement for 9 copiers 12/20/22 - 01/19/23			\$928.61		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$822.08		
	405 - Building			405.11000 (Cash)			\$37.54		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$48.94		
	420 - WATER			420.11000 (Cash)			\$48.95		
	505 - Fleet			505.11000 (Cash)			\$37.54		
136751	01/12/2023	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$712.89		
	Invoice		Date	Description			Amount		
	0128444230101		01/01/2023	Acct #128444 - Public Safety internet service			\$712.89		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$712.89		
136752	01/12/2023	Open			Accounts Payable	VERIZON WIRELESS	\$8,668.58		
	Invoice		Date	Description			Amount		
	9920880298		11/18/2022	642482150-00001 UTILITY WELL SITES-SIM CARD USAGE (10/19-11/18)			\$11,216.14		
	9923262650		12/18/2022	642482150-00001 UTILITY WELL SITES-SIM CARD USAGE (11/19-12/18)			(\$2,547.56)		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$8,668.58		
136753	01/12/2023	Open			Accounts Payable	Viking Shred, LLC	\$180.00		
	Invoice		Date	Description			Amount		
	51124279		01/03/2023	CITY WIDE SHREDDING - JAN 2023			\$180.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$158.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$22.00		

Payment Register

From Payment Date: 1/6/2023 - To Payment Date: 1/12/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
136754	01/12/2023	Open			Accounts Payable	VWR INTERNATIONAL INC	\$130.86		
	Invoice		Date	Description		Amount			
	8811670683		12/27/2022	BDH DEXTROSE ANHYDRS ACS 500 G,		\$41.24			
	8811680932		12/28/2022	L(+) GLUTAMIC ACID HYDROCHLORIDE 100G		\$23.67			
	8811686923		12/29/2022	FERRIC CHLORIDE HEXAHYDRATE		\$65.95			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$130.86			
136755	01/12/2023	Open			Accounts Payable	WARDEN'S OFFICE INC	\$869.00		
	Invoice		Date	Description		Amount			
	61294-0		11/08/2022	Office Furniture Delivery and Installation		\$869.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$434.50			
	420 - WATER			420.11000 (Cash)		\$434.50			
136756	01/12/2023	Open			Accounts Payable	WEST YOST ASSOCIATES	\$321,114.07		
	Invoice		Date	Description		Amount			
	2051604		10/31/2022	18-69 Const Mgmt for Surface Water Dist System		\$165,570.14			
				Im10/8/22-11/4/22					
	2051959		12/09/2022	18-69 Const Mgmt for Surface Water Dist System Im-		\$155,543.93			
				11/5-12/9/22					
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$321,114.07			
136757	01/12/2023	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	\$861.00		
	Invoice		Date	Description		Amount			
	900765		11/29/2022	Equipment added to V #s POL21-1362-POL21-1363		\$136.00			
	909759		01/06/2023	Add: Bldgs at 2919 W Christoffersen		\$725.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$136.00			
	420 - WATER			420.11000 (Cash)		\$725.00			
136758	01/12/2023	Open			Accounts Payable	Abram, Cassandra	\$243.67		
	Invoice		Date	Description		Amount			
	TR 4756		01/09/2023	2023 New Mayors and Council Members Academy -		\$243.67			
				1/18/23-1/20/23					
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$243.67			
136759	01/12/2023	Open			Accounts Payable	ALVAREZ, PETER	\$830.46		
	Invoice		Date	Description		Amount			
	12687677		12/21/2022	DEPOSIT REFUND		\$830.46			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$830.46			
136760	01/12/2023	Open			Accounts Payable	Bixel, Kevin	\$243.67		
	Invoice		Date	Description		Amount			
	TR 4757		01/09/2023	2023 New Mayors and Council Members Academy -		\$243.67			
				1/18/23-1/20/23					
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$243.67			

Payment Register

From Payment Date: 1/6/2023 - To Payment Date: 1/12/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
136761	01/12/2023	Open			Accounts Payable	FasTrak Invoice Processing Department	\$7.00		
	Invoice		Date	Description		Amount			
	I712284220125		12/29/2022	Bridge Toll Invoice for V #6007		\$7.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$7.00			
136762	01/12/2023	Open			Accounts Payable	FasTrak Violation Processing Department	\$5.00		
	Invoice		Date	Description		Amount			
	T712266167677		12/20/2022	Toll Evasion for V #286		\$5.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$5.00			
136763	01/12/2023	Open			Accounts Payable	LOEHR, PAUL	\$202.66		
	Invoice		Date	Description		Amount			
	CSJVRMA-Oct 2022		01/11/2023	Reimb for one-day travel 10/27/22 & 10/28/22 - Fresno & Clovis		\$202.66			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$202.66			
136764	01/12/2023	Open			Accounts Payable	SOTO, ASHLEY	\$1,000.00		
	Invoice		Date	Description		Amount			
	12/06/2022		12/06/2022	BUILDING 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

80 Transactions

\$2,102,911.62

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	80	\$2,102,911.62	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	80	\$2,102,911.62	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	80	\$2,102,911.62	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 1/6/2023 - To Payment Date: 1/12/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	80	\$2,102,911.62	\$0.00	
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	80	\$2,102,911.62	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	80	\$2,102,911.62	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	80	\$2,102,911.62	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	80	\$2,102,911.62	\$0.00

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING THE }
 WEEKLY DEMANDS OF 01/05/2023 IN THE }
 AMOUNT OF \$343,554.51 AND 01/12/2023 }
IN THE AMOUNT OF \$2,102,911.62 }

RESOLUTION NO. 2023-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:

Demands of:	In the Amount of:
01/05/2023	\$343,554.51
01/12/2023	\$2,102,911.62

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January, 2023, by the following vote:

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

ATTEST:

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

Joint City Council and Successor Agency to the Turlock Redevelopment Meeting Minutes

December 13, 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

Vice Mayor Franco stated she would like to move Public Participation to after Item 12 on the Agenda.

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

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

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

A. Proclamation: Turlock High School Football Team

Mayor Bublak presented a proclamation to the players and coaches of the Turlock High School Football Team and congratulated them on an outstanding season.

B. Presentation: Little Artist Competition

Liberty Santiago provided a presentation on the Little Artist Competition.

C. Appointment: Measure A Citizen Oversight Committee

Mayor Bublak recommended the appointment of Patrick Shields and Jeremy Martinez to the Measure A Citizen Oversight Committee.

Action: **Motion** by Vice Mayor Franco, seconded by Councilmember Monez, appointing Patrick Shields and Jeremy Martinez to the Measure A Citizen Oversight Committee. Motion carried 5/0 by the following vote:

**CITY OF TURLOCK JOINT CITY COUNCIL
AND SUCCESSOR AGENCY TO THE TURLOCK
REDEVELOPMENT AGENCY MEETING MINUTES
TUESDAY, DECEMBER 13, 2022**

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

D. Appointment: Measure L Citizen Oversight Committee

Mayor Bublak recommended the appointment of Derik Dami to the Measure L Citizen Oversight Committee.

Action: **Motion** by Vice Mayor Franco, seconded by Councilmember Monez, appointing Derik Dami to the Measure L Citizen Oversight Committee. Motion carried 5/0 by the following vote:

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

E. Appointment: Planning Commission

Mayor Bublak recommended the reappointment of Ray Souza and appointment of Patrick Johnson to the Planning Commission.

Action: **Motion** by Vice Mayor Franco, seconded by Councilmember Monez, reappointing Ray Souza and appointing Patrick Johnson to the Planning Commission. Motion carried 5/0 by the following vote:

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

F. Appointment: Parks, Arts and Recreation Commission

Mayor Bublak recommended the reappointment of John Snoke and appointment of Shehu Hassan and Jeremy Martinez to the Parks, Arts and Recreation Commission.

Action: **Motion** by Vice Mayor Franco, seconded by Councilmember Monez, reappointing John Snoke and appointing Shehu Hassan and Jeremy Martinez to the Parks, Arts and Recreation Commission. Motion carried 5/0 by the following vote:

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

G. Appointment: CDBG Grant Selection Committee (Community Members)

Mayor Bublak recommended the appointment of Abe Rojas, Alison Jeffrey, Jeremy Martinez, Patrick Shields and Derik Dami to the CDBG Grant Selection Committee.

Action: **Motion** by Vice Mayor Franco, seconded by Councilmember Monez, appointing Abe Rojas, Alison Jeffrey, Jeremy Martinez, Patrick Shields and Derik Dami to the CDBG Grant Selection Committee. Motion carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak

**CITY OF TURLOCK JOINT CITY COUNCIL
AND SUCCESSOR AGENCY TO THE TURLOCK
REDEVELOPMENT AGENCY MEETING MINUTES
TUESDAY, DECEMBER 13, 2022**

Yes	Yes	Yes	Yes	Yes
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2. RECOGNITION OF OUTGOING COUNCIL MEMBER NICOLE LARSON AND COUNCIL MEMBER ANDREW NOSRATI BY CITY MANAGER WILSON

City Manager Wilson presented plaques of appreciation to Councilmembers Larson and Nosrati for their dedication, support, and wisdom as Councilmembers. Vito Chiesa, District 2 Supervisor with the Stanislaus County Board of Supervisors, thanked both outgoing Councilmembers for their service and dedication to their community and Councilmember Elizabeth Talbott, Councilmember from the City of Waterford, congratulated the outgoing Councilmembers.

Councilmember Nosrati spoke regarding his time as a Councilmember, expressed thanks to City staff and his family and friends, addressed his time on the Council, and wished the Councilmember Elects luck in their new roles.

Councilmember Larson spoke regarding her time as a Councilmember, addressed the Councilmember Elects, and expressed thanks to City staff and colleagues.

3. ELECTION RESULTS

- A. Reciting the facts of the General Municipal Election held in said City of Turlock on the 8th day of November, 2022, declaring the results thereof and such other matters as are provided by law (*Christel*)

City Clerk Julie Christel recited the facts of the General Municipal Election.
Mayor Bublak opened public participation.

Action: **Resolution 2022-235**: Reciting the facts of the General Municipal Election held in said City of Turlock on the 8th day of November, 2022, declaring the results thereof and such other matters as are provided by law 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

- B. Oath of Office for Mayor

City Clerk Julie Christel administered the Oath of Office to Mayor Bublak

- C. Oath of Office for Council Members

City Clerk Julie Christel administered the Oath of Office to Councilmember Kevin Bixel and Councilmember Cassandra Abram.

- D. Special Oath administered by the Honorable Ruben A. Villalobos

The Honorable Ruben A. Villalobos administered a Special Oath to Mayor Amy Bublak, Councilmembers Kevin Bixel, Cassandra Abram, Rebecka Monez and Vice Mayor Franco.

Mayor Bublak recessed the City Council meeting at 6:57 p.m.

**CITY OF TURLOCK JOINT CITY COUNCIL
AND SUCCESSOR AGENCY TO THE TURLOCK
REDEVELOPMENT AGENCY MEETING MINUTES
TUESDAY, DECEMBER 13, 2022**

Mayor Bublak reconvened the City Council meeting at 7:10 p.m.

E. New Council Seated

4. PUBLIC PARTICIPATION

Public Participation was moved to after Item 12.

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

6. CONSENT CALENDAR

Mayor Bublak announced that Items 5B, 5D, 5E, and 5F will be pulled for separate consideration.

A. **Motion:** Accepting Weekly Demands of 10/27/2022 in the amount of \$1,139,171.32, 11/3/2022 in the amount of \$2,269,486.97, 11/10/2022 in the amount of \$1,863,551.65, 11/17/2022 in the amount of \$1,123,427.92, and 11/24/2022 in the amount of \$2,972,825.55

B. *Item pulled for separate consideration*

C. **Resolution 2022-236:** Adopting the 2023 City Council meeting schedule in accordance with Turlock Municipal Code Section 2-1-02 (*Christel*)

D. *Item pulled for separate consideration*

E. *Item pulled for separate consideration*

F. *Item pulled for separate consideration*

G. **Resolution 2022-240:** Approving City-wide pay ranges for part-time employees in accordance with California Department of Industrial Relations Minimum Wage Requirement, effective January 1, 2023, and adjusting the part-time pay range schedule to coincide with the competitive job market (*Dhami*)

H. **Motion:** Accepting the City of Turlock Local Appointment (Maddy Act) List for 2023 (*Christel*)

I. **Resolution 2022-241:** Approving an Agreement for services with SemiTorr Group, LLC for digester repairs and preventative maintenance services for the Municipal Services Department in an annual amount not-to-exceed \$150,000.00 (*Goodman*)

J. **Resolution 2022-242:** Approving a Service Agreement for Fire Sprinkler, Suppression System Inspections, Repairs and Maintenance Services between the City of Turlock and HCI Systems, Inc. in an annual amount not-to-exceed \$120,000.00 (*Moreno*)

K. **Resolution 2022-243:** Approving Contract Change Order No. 1 in the amount of \$100,997.00 (Fund 215 – Streets – Grant Funded Projects) with Phase 1 Construction, of Atwater,

**CITY OF TURLOCK JOINT CITY COUNCIL
AND SUCCESSOR AGENCY TO THE TURLOCK
REDEVELOPMENT AGENCY MEETING MINUTES
TUESDAY, DECEMBER 13, 2022**

California, for City Project No. 17-58 "Safe Route to Schools Pedestrian Improvements, Various Locations" bringing the contract total to \$1,138,976.05 (*Schulze*)

- L. **Resolution 2022-244:** Approving Contract Change Order No. 4 in the amount of \$9,445.35 (Fund 420 "Water Enterprise") with Mountain Cascade Inc., of Livermore, California, for construction of City Project No. 18-69 "Surface Water Distribution System Improvements" bringing the contract total to \$32,773,133.42 (*Schulze*)
- M. **Resolution 2022-245:** Approving an agreement for services with WesTech Engineering, Inc. for the "Biotower Rehabilitation Project" for the Municipal Services Department and the Public Works Department in the total compensation amount not-to-exceed \$650,000.00 (*Goodman*)
- N. **Resolution 2022-246:** Adopting a revision to the Public Transportation Agency Safety Plan (PTASP) for the City of Turlock for Fiscal Year 2022-23 and certify compliance with the Bipartisan Infrastructure Law PTASP requirements at 49 U.S.C. § 5329(d) (*Schulze*)

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

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

5B: Accepting the Amended Minutes of the Regular Meeting of 11/15/2022

Mayor Bublak stated that since the two newly sworn in Councilmembers were not present for the 11/15/2022 meeting, they would be recusing themselves from the vote for this item.

Councilmember Abram and Councilmember Bixel recused themselves from the Council chambers.

Mayor Bublak opened the item for public participation and with no comments, Mayor Bublak closed this item.

Action: **Motion** by Vice Mayor Franco, seconded by Councilmember Monez, to accept the amended minutes of the regular meeting of 11/15/2022, and carried 3/0 by the following vote:

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

5D: Approving Side Letter Agreement Between the City of Turlock and the Management Employees Regarding Degree Pay (*Dhami*)

Mayor Bublak opened public participation for this item first so staff can know what are the questions regarding this item.

Public comment was received from:
Russ Holeman

With no further comment, Mayor Bublak closed public participation.

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Action: **Resolution 2022-237** approving the Side Letter Agreement between the City of Turlock and the Management Employees regarding degree pay as introduced by Councilmember Monez, seconded by Vice Mayor Franco, and carried 5/0 by the following vote:

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

- 5E: Approving Side Letter Agreement Between the City of Turlock and the Management Employees Regarding Vehicle Allowances (*Dhami*)

Mayor Bublak opened public participation for this item.

Public comment was received from:
Russ Holeman

With no further comment, Mayor Bublak closed public participation.

Action: **Resolution 2022-238** approving the Side Letter Agreement Between the City of Turlock and the Management Employees regarding vehicle allowances as introduced by Councilmember Monez, seconded by Vice Mayor Franco, and carried 5/0 by the following vote:

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

- 5F: Reaffirming the Proclamation of a Local Emergency in Response to a continuing Unsheltered Homeless Crisis (UHC) within the City of Turlock and Confirming Rules and Regulations No. 1 Made and Issued on July 13, 2021 (*Eddy*)

Mayor Bublak opened public participation for this item.

Public comment was received from:
Milt Trieweiler

With no further comment, Mayor Bublak closed public participation.

Action: **Resolution 2022-239** reaffirming the Proclamation of a Local Emergency in response to a continuing Unsheltered Homeless Crisis (UHC) within the City of Turlock and confirming Rules and Regulations No. 1 made and issued on July 13, 2021 as introduced by Councilmember Monez, seconded by Vice Mayor Franco, and carried 5/0 by the following vote:

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

7. FINAL READINGS

None

8. PUBLIC HEARINGS

- A. Ordering the improvements and formation of the Turlock Self Storage (Development Project No. 22-027) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, and confirming the diagram and benefit assessments as set forth in the

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Engineer's Report and the levying and collection of assessments set forth therein for Fiscal Year 2022-2023 for Turlock Self Storage (Development Project No. 22-027) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, pursuant to Resolution No. 97-128 (*Schulze*)

Director Schulze provided a summary review of this item.

Mayor Bublak opened the public hearing requesting any members of the public to come forward if they would like to provide comment. With none, Mayor Bublak closed public participation and the public hearing.

City Clerk Christel read the results of the results of the assessment ballots and advised one ballot was received and it was in favor of the district therefore the City Council could move forward with the formation of the district.

Action: **Resolution 2022-247**: Ordering the improvements and formation of the Turlock Self Storage (Development Project No. 22-027) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, and confirming the diagram and benefit assessments as set forth in the Engineer's Report and the levying and collection of assessments set forth therein for Fiscal Year 2022-2023 for the Turlock Self Storage (Development Project No. 22-027) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, pursuant to Resolution No. 97-128 as introduced by Councilmember Monez, seconded by Vice Mayor Franco, and carried 5/0 by the following vote:

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

- B. Introducing an Ordinance for first reading amending the Turlock Municipal Code (TMC) Title 2, Administration, adding Chapter 2-13, Article 13, regarding augmenting state law provisions on local lobbying (*Petrulakis*)

City Attorney Petrulakis provided a report regarding a request to introduce an ordinance for first reading amending the Turlock Municipal Code Title 2 to add Chapter 2-13, Article 13 regarding augmenting state law provisions on local lobbying. In regards to his report, he clarified that the appropriate citation to the state law is 87406.3.

City Attorney Petrulakis and City Council discussed this item.

Mayor Bublak opened the item for public participation.

Public comment was received from the following:
Milt Trieweler

With no further comment, Mayor Bublak closed public participation.

Vice Mayor Franco said she would like to have an outside agency conduct any prosecutions to which City Attorney Petrulakis replied he would look into the option of having the Fair Political Practices Commission (FPPC) conduct prosecutions for violators of the ordinance.

Action: **Ordinance**: Motion by Vice Mayor Franco, seconded by Councilmember Abram, introducing an Ordinance for first reading amending the Turlock Municipal Code (TMC) Title 2, Administration, adding Chapter 2-13, Article 13, regarding augmenting state law provisions on

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local lobbying and setting the final reading date for January 10, 2023. Motion carried 5/0 by the following vote:

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

- C. Approving a Resolution of Support for the issuance of the California Public Finance Authority Solid Waste Disposal Revenue Bonds (Divert Dev Co I LLC, Project) Taxable Series 2022 (Green Bonds) in an aggregate principal amount not to exceed \$70,000,000 for the purpose of financing the acquisition, construction, installation, improvement and/or equipping of public capital improvement consisting of solid waste disposal facilities and certain other matters relating thereto a project that will result in public benefits (*Sims*)

Economic Development Director Sims introduced the item and representatives from Divert, Inc., Chris Thomas, Chris Marlett, and David Myer who spoke about their company and provided an overview of their project.

Mr. Thomas responded to questions from the City Council.

Mayor Bublak opened public participation for this item.

Public comment was received from:

Milt Trieweller

Ron Bridegroom

With no further comment, Mayor Bublak closed public participation.

Mr. Thomas responded to questions from the public.

Action: **Resolution 2022-248**: Approving a Resolution of Support for the issuance of the California Public Finance Authority Solid Waste Disposal Revenue Bonds (Divert Dev Co I LLC, Project) Taxable Series 2022 (Green Bonds) in an aggregate principal amount not to exceed \$70,000,000 for the purpose of financing the acquisition, construction, installation, improvement and/or equipping of public capital improvement consisting of solid waste disposal facilities and certain other matters relating thereto a project that will result in public benefits as introduced by Vice Mayor Franco, seconded by Councilmember Abram, and carried 5/0 by the following vote:

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

9. ACTION ITEMS

- A. Authorizing the City Manager to enter into a Memorandum of Understanding (Agreement) with Legacy Health Endowment for a one-year period to convene organizations in the City of Turlock that provide help and services to homeless families and individuals to assess current approaches, and develop any needed new approaches, to address the challenge facing both the unsheltered homeless and the community at large (*Petrulakis*)

Deputy City Manager Eddy introduced the item and Dr. Jeffrey Lewis, President and CEO of Legacy Health Endowment, who provided details on the proposed program.

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Dr. Lewis and staff responded to questions from the City Council.

Mayor Bublak opened public participation for this item.

Public comment was received from:

Milt Trieweiler

Ron Bridegroom

With no further comment, Mayor Bublak closed public participation.

Dr. Lewis responded to questions from the public.

Action: **Resolution 2022-249:** Authorizing the City Manager to enter into a Memorandum of Understanding (Agreement) with Legacy Health Endowment for a one-year period to convene organizations in the City of Turlock that provide help and services to homeless families and individuals to assess current approaches, and develop any needed new approaches, to address the challenge facing both the unsheltered homeless and the community at large as introduced by Vice Mayor Franco, seconded by Councilmember Bixel, and carried 5/0 by the following vote:

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

Mayor Bublak paused the City Council meeting and opened the Successor Agency for the Turlock Redevelopment Agency.

10. ACTION ITEMS OF THE SUCCESSOR AGENCY FOR THE TURLOCK REDEVELOPMENT AGENCY

- A. Accepting the Minutes of the Regular Meeting of the Successor Agency to the Turlock Redevelopment Agency of January 11, 2022 (*Christel*)

Chairperson Bublak stated that since Agency Member Abram and Agency Member Bixel were not present for the 01/11/2022 meeting, they would be recusing themselves from the vote for this item.

Agency Member Abram and Councilmember Bixel recused themselves from the Council chambers.

Chairperson Bublak opened the item for public participation and with no comments, closed this item.

Action: **Motion:** Accepting the Minutes of the Regular Meeting of the Successor Agency to the Turlock Redevelopment Agency of January 11, 2022 as introduced by Vice Chair Franco, seconded by Agency Member Monez, and carried 3/0 by the following vote:

Agency Member Abram	Agency Member Bixel	Vice Chair Franco	Agency Member Monez	Chairperson Bublak
Recused	Recused	Yes	Yes	Yes

- B. Request to approve proposed administrative budgets for the six-month fiscal periods from July 1, 2023 through December 31, 2023 and from January 1, 2024 through June 30, 2024 (*Moreno*)

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Finance Director Moreno provided a report on the proposed administrative budgets for the six-month fiscal periods from July 1, 2023 through December 31, 2023 and from January 1, 2024 through June 30, 2024 and responded to questions from the Agency Board.

Chairperson Bublak opened the item for public participation.

With no public comment, Chairperson Bublak closed public participation.

Action: **SA-RDA Resolution 2022-001:** Approving proposed administrative budgets for the six-month fiscal periods from July 1, 2023 through December 31, 2023 and from January 1, 2024 through June 30, 2024 as introduced by Vice Chair Franco, seconded by Agency Member Monez, and carried 5/0 by the following vote:

Agency Member Abram	Agency Member Bixel	Vice Chair Franco	Agency Member Monez	Chairperson Bublak
Yes	Yes	Yes	Yes	Yes

- C. Request to approve a Recognized Obligation Payment Schedule for the fiscal period from July 1, 2023 through June 30, 2024 (ROPS 23-24) pursuant to Health and Safety Code Section 34177 and taking related actions (*Moreno*)

Finance Director Moreno provided a report on the Recognized Obligation Payment Schedule for the fiscal period from July 1, 2023 through June 30, 2024 (ROPS 23-24) pursuant to Health and Safety Code Section 34177.

Director Moreno responded to questions from the Agency Board.

Chairperson Bublak opened the item for public participation.

With no public comment, Chairperson Bublak closed public participation.

Action: **SA-RDA Resolution 2022-002:** Approving a Recognized Obligation Payment Schedule for the fiscal period from July 1, 2023 through June 30, 2024 (ROPS 23-24) pursuant to Health and Safety Code Section 34177 and taking related actions as introduced by Agency Member Monez, seconded by Vice Chair Franco, and carried 5/0 by the following vote:

Agency Member Abram	Agency Member Bixel	Vice Chair Franco	Agency Member Monez	Chairperson Bublak
Yes	Yes	Yes	Yes	Yes

Mayor Bublak closed the Successor Agency to the Turlock Redevelopment Agency and reconvened the City Council meeting.

Mayor Bublak opened the public participation period (Item 6).

Public comment was received from the following:

Milt Trieweler

Ron Bridegroom

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

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11. CITY MANAGER REPORTS/UPDATES

A. November Monthly Department Reports (*Wilson*)

Department reports were included in the agenda packet for City Council review.

B. First Quarter Financial Presentation (*Moreno*)

Finance Director Moreno provided a presentation on the first quarter financial review for the current fiscal year.

Staff responded to questions from the City Council.

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

C. Roads Program Update (*Schulze*)

Public Works Director Schulze provided an update on the Roads Program and responded to questions from the City Council.

Mayor Bublak opened this item for public participation.

Public comment was received from the following individuals:

Milt Trieweler

Ron Bridegroom

With no further comments, Mayor Bublak closed public participation.

Staff responded to questions from the public.

12. COUNCIL ITEMS FOR FUTURE CONSIDERATION

None

13. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

Councilmember Abram thanked the voters of District 3 and is looking forward to representing their district. She also thanked the City Council and staff for the warm welcome and the time they spent meeting with them.

Councilmember Bixel agreed and echoed Councilmember Abram's sentiment.

Vice Mayor Franco thanked staff and all the participants of the Christmas Parade. She also thanked Andrew Nosrati and Nicole Larson for their service on the City Council, welcomed Councilmember Abram and Councilmember Bixel, and wished everyone a Merry Christmas and Happy New Year.

Councilmember Monez thanked Andrew Nosrati and Nicole Larson for their service, expressed appreciation to staff for their work and assistance throughout the year, and welcomed Councilmember Abram and Councilmember Bixel. She also thanked the Honorable Judge Ruben A. Villalobos for taking the time out of his schedule to perform the special oaths at the meeting and expressed gratitude to Mr. Bridegroom for his continued efforts throughout the year to keep everyone in check. Lastly, she wished everyone a Merry Christmas and Happy New Year.

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Mayor Bublak spoke about the Christmas Parade and Christmas Light Show and encouraged everyone to attend the Christmas Light Tour. She thanked staff and all the residents of the community for their support and wished everyone a Merry Christmas and Happy New Year.

14. CLOSED SESSION

At the request of Mayor Bublak, City Clerk Christel read the closed session titles.

- A. Conference with Real Property Negotiators – California Government Code §54956.8
Property: 101 Wayside Drive, Turlock, California (APN No. 042-012-008-000)
Agency Negotiator: Public Works Director Schulze
Negotiating Parties: George P. Barghoud and Shirley A. Barghoud
Under Negotiation: Price and terms of payment for the purchase of a partial property acquisition in fee and a temporary construction easement
- B. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)
Potential Case(s): (2 cases)
- C. Conference with Labor Negotiators - California Government Code §54957.6(a)
Agency Designated Representative: Deputy City Manager Sarah Eddy
Employee Organization: Turlock Management Association – Public Safety
Employee Organization: Turlock Firefighters Association – Local 2434
- D. Public Employee Performance Evaluation, Cal. Gov't Code §54957(b)(1)
Title: City Manager

15. REPORTS FROM CLOSED SESSION

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

16. ADJOURNMENT

Mayor Bublak adjourned the meeting at 10:06 p.m.

Respectfully submitted

Julie Christel, City Clerk
City of Turlock

City Council Staff Report

January 24, 2023



From: Erik Schulze, Public Works Director

Prepared by: Tania Hernandez, Staff Services Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the Engineer's Report for the "California Freight Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-036"

Resolution: Declaring the City Council's intention to order the formation of and to levy and collect assessments for the "California Freight Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-036"

2. SYNOPSIS:

Continuing the procedures for the formation of the Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area for the California Freight commercial development.

3. DISCUSSION OF ISSUE:

The California Freight commercial development includes a private semi-truck parking facility with associated improvements on three adjoining parcels totaling 4.18 acres. The project is located at 2375, 2325, and 2320 Industrial Rowe more particularly described as APNs 044-009-019, 044-009-020, and 044-009-021, respectively. Onsite improvements include paving, vehicle parking stalls, two gated driveway approaches, landscaping, fencing, and on-site basins. As a condition of the Minor Discretionary Permit No. 2022-01, approved on June 6, 2021, the development is required to form an assessment district and benefit assessment area.

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. Their purpose is to ensure that development pays for its own maintenance

and operation of streetlights, landscape maintenance, street sweeping, drainage facilities 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.

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 January 10, 2023, at which time Council initiated the proceedings. The Council's action tonight is the second meeting wherein the Council may approve the report, as filed, or the Council may modify the report and approve it as modified. After approval of the report, as filed or as modified, the Council will declare its intention to levy and collect assessments, and schedule a public hearing to allow any interested person to file a written protest or address the Council on this matter.

The third and final meeting, currently scheduled for March 14, 2023, Council will conduct the public hearing and upon its conclusion, by resolution, order the improvements and formation of the California Freight Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area and confirm the diagram and assessments. This action will be filed with the Stanislaus County Auditor in Fiscal Year 2024-25.

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.
- 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 so as to not affect existing City funds.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Unless modified by Council, the first-year annual assessment collection from the California Freight development will be \$2,317.94 in revenue to Fund 246 in Fiscal Year 2023-24. Annual assessments are tied to the Engineering News Record (ENR) Construction Cost Index and will be adjusted accordingly.

6. STAFF RECOMMENDATION:

Staff recommends approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Reject the Engineer's Report and/or decline to declare the intention to levy and collect assessments. City staff does not recommend this alternative as the development benefits from surrounding infrastructure and their associated maintenance costs would then impact other City funds.
- B. Modify the Engineer's Report by reducing the proposed assessments. City staff does not recommend this alternative as the proposed assessments in the Engineer's Report are based on cost recovery for maintenance of the infrastructure and would require the use of other City funds to cover the difference.

10. ATTACHMENTS:

- A. Draft Resolution for Engineer's Report
Exhibit A: Engineer's Report
- B. Draft Resolution for declaration of intent to levy and collect assessments

Attachment A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
ENGINEER'S REPORT FOR THE }
"CALIFORNIA FREIGHT LANDSCAPING AND }
LIGHTING ASSESSMENT DISTRICT AND THE }
STREET MAINTENANCE BENEFIT }
ASSESSMENT AREA, DEVELOPMENT }
PROJECT NO. 22-036" }

RESOLUTION NO. 2023-

WHEREAS, on January 10, 2023, the City Council of the City of Turlock adopted Resolution No. 2023-003 to initiate the proceedings for the formation of the benefit assessment district designated as the "California Freight Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-036"; 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 California Freight Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-036; 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 section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with 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 January 11, 2023, the City Engineer filed this report with the City Clerk; and

WHEREAS, the filed report is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock hereby approve the Engineer's Report for the "California Freight Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-036."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January, 2023, by the following vote:

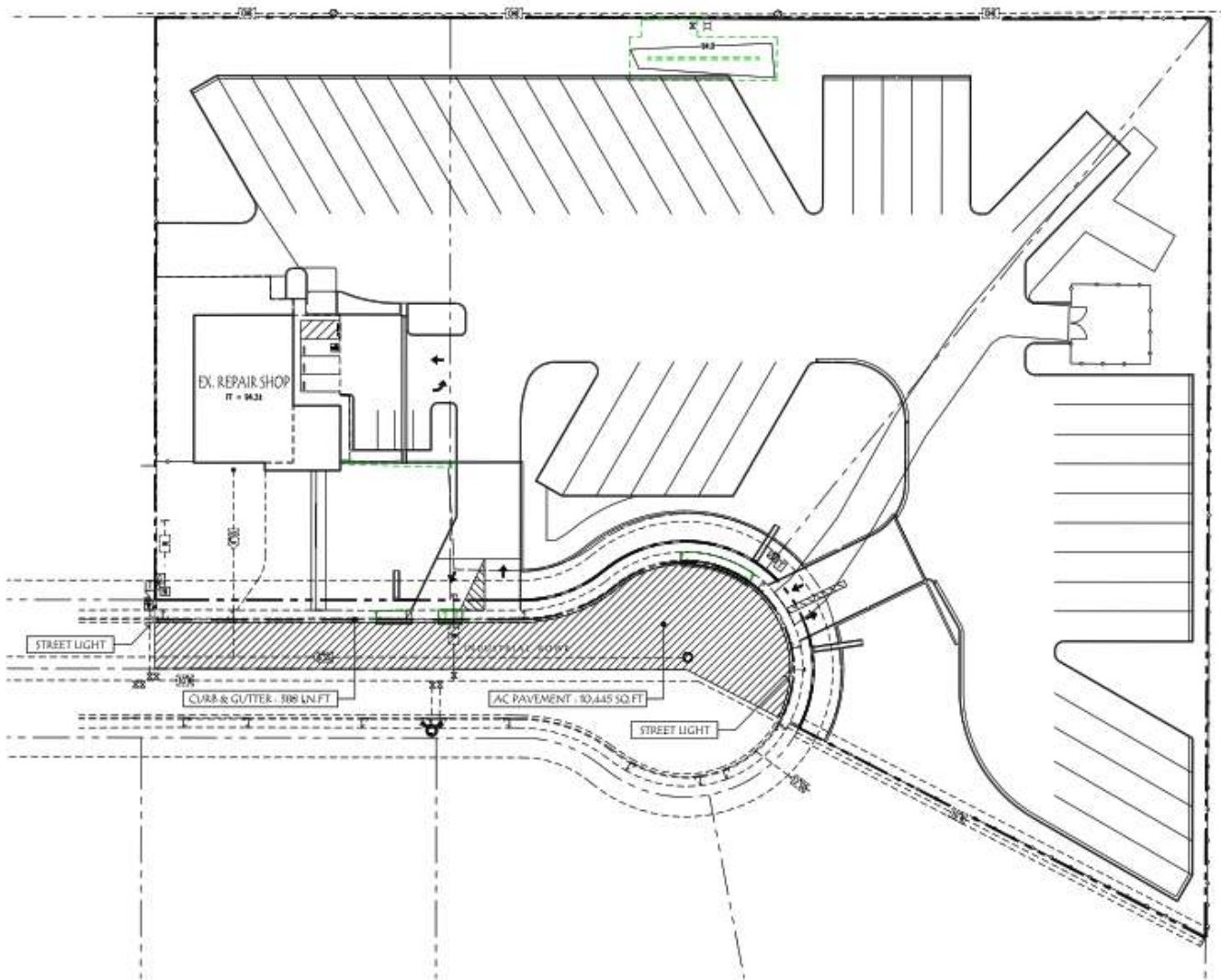
AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

**SITE MAP
of
CALIFORNIA FREIGHT LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA**

CITY OF TURLOCK STANISLAUS COUNTY CALIFORNIA



SITE PLAN

Exhibit A

**ENGINEER'S REPORT FOR THE PROPOSED "CALIFORNIA FREIGHT"
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND
STREET MAINTENANCE BENEFIT ASSESSMENT AREA
DEVELOPMENT PROJECT NO. 22-036
Fiscal Year 2023-24**

(Pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982)

Nanda Gottiparthi, Acting City Engineer, Engineer of Work for the "California Freight" Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area, Project No. 22-036, City of Turlock, Stanislaus County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

The maintenance and replacement of street lighting, street improvements, adjacent to or within the public right of way, in the streets of the proposed "California Freight" development, more particularly described with the development plans. "California Freight" is a development of Assessor's Parcel Numbers 044-009-019, 044-009-020, and 044-009-021 in Stanislaus County, California; and

This report consists of five parts, as follows:

- PART A - Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B - An estimate of the cost of the improvements.
- PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district.
- PART D - A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.
- PART E - A diagram showing all the parcels of real property within this assessment district. This diagram is linked to Part C by assessment number.

Respectfully submitted,



Nanda Gottiparthi, P.E., Acting City Engineer
Engineer of Work

PART B
ENGINEER'S BENEFIT ASSESSMENT REPORT
 FOR:
California Freight
 PROPOSITION 218 SUBDIVISION

Engineering Division Job # : 22-036	APN(s) :	044-009-019, 020, 021
Fiscal Year of Creation : 2022-23	Number of Lots :	3
Fiscal Year of Report : 2022-23	Number of Acres	4.18

	<u>Charge to District at Creation</u>	<u>Charge to District at Report</u>
<u>Street Lighting:</u>		
2 Street Lights @ \$275.97 each: -----	\$551.94	\$551.94
<u>Street Maintenance (Slurry Seal):</u>		
10445 SF of Pavement @ \$0.14 per SF: -----	\$1,462.30	\$1,462.30
<u>Street Maintenance (Streep Sweeping):</u>		
388 LF of Curb @ \$0.23 per LF: -----	\$89.24	\$89.24
<u>Administration:</u>		
\$70.00 Admin Charge for District: -----	\$70.00	\$70.00
3 Lots @ \$9.14 per Lot: -----	\$27.42	\$27.42
<u>WISP W. Canal, Bikepath Maintenance</u>		
4.18 acres @ \$28.00 per Acre: -----	\$117.04	\$117.04
<hr/>		
Total Yearly Charges to District :	\$2,317.94	\$2,317.94
Number of Acres :	4.18	4.18
Total Yearly Charges Per Acre :	\$554.53	\$554.53

**ENGINEER'S BENEFIT ASSESSMENT REPORT "CALIFORNIA FREIGHT"
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND
STREET MAINTENANCE BENEFIT ASSESSMENT AREA,
DEVELOPMENT PROJECT NO. 22-036**

PART C

**ASSESSMENT
Fiscal Year 2023-24**

Special Assessment <u>Number</u>	Assessor's <u>Parcel No.</u>	<u>Amount of Assessment</u>
1	044-009-019	\$ 560.08
2	044-009-020	\$1,003.70
3	044-009-021	\$ 754.16
<hr/> TOTAL ASSESSMENT:		\$2,317.94

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

Inasmuch as each parcel within the subdivision benefits from the maintenance of the improvements, the cost of the improvements has been apportioned equally among the parcels. The annual assessment per lot has been combined into one amount to reflect current assessor's parcel numbering.

CLERK'S CERTIFICATION TO COUNTY AUDITOR

**“CALIFORNIA FREIGHT” LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
AND STREET MAINTENANCE BENEFIT ASSESSMENT AREA,
DEVELOPMENT PROJECT NO. 22-036**

(Pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982)

TO THE AUDITOR OF THE COUNTY OF STANISLAUS:

I hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessment and assessment diagram, for the “California Freight” Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area, Development Project No. 22-036, City of Turlock, confirmed by the City Council of the City of Turlock on the 14th day of March, 2023, by its Resolution No. 2023-_____.

The document is certified, and is filed with you, pursuant to Section 22641 of the Streets and Highways Code.

DATED: January 24, 2023

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

ENGINEER'S REPORT

**“CALIFORNIA FREIGHT” LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
AND STREET MAINTENANCE BENEFIT ASSESSMENT AREA,
DEVELOPMENT PROJECT NO. 22-036**

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: January 24, 2023



Nanda Gottiparthi, P.E.
Acting City Engineer
Engineer of Work

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the 24th day of January, 2023.

Julie Christel
City Clerk

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Turlock, California, on the 14th day of March, 2023.

Julie Christel
City Clerk

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Stanislaus on the 1st day of August, 2024.

Julie Christel
City Clerk

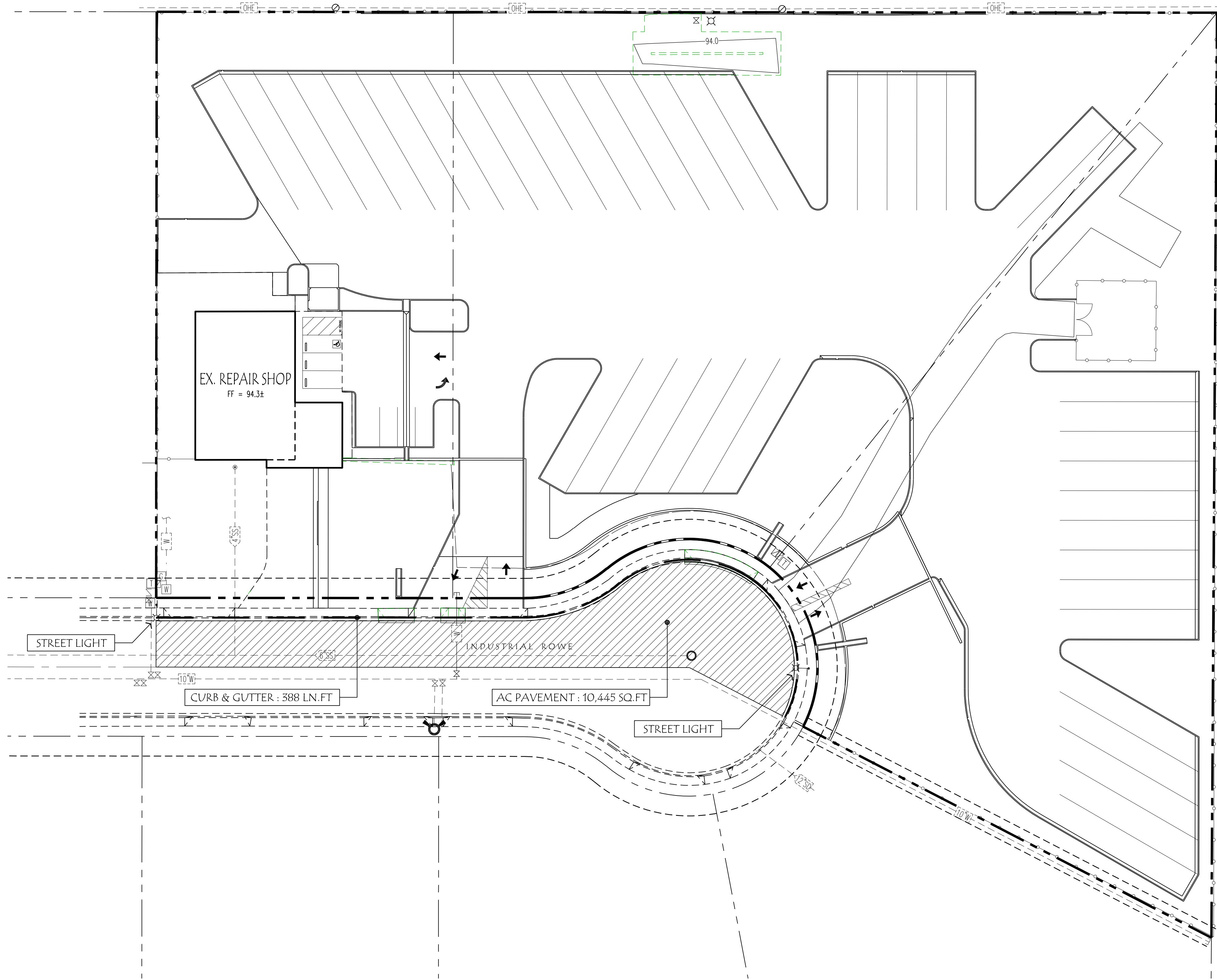
PART E

SITE MAP of “CALIFORNIA FREIGHT” LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT and THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA

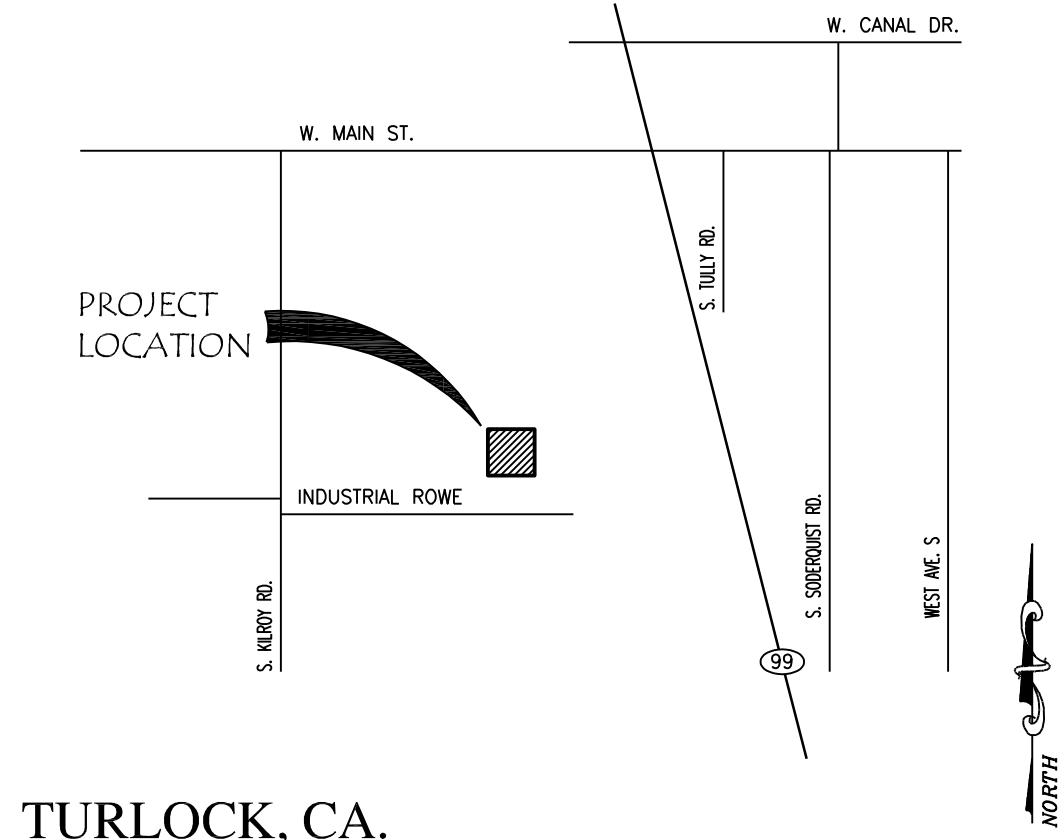


THESE PLANS AND SPECIFICATIONS ARE PREPARED BY THE ARCHITECT FOR THE CITY OF TURLOCK, CALIFORNIA, AND ARE NOT TO BE USED FOR ANY OTHER PROJECT OR PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON, AND THE USER OF THESE PLANS ASSUMES ALL LIABILITY FOR THE SAME.

BENEFIT ASSESSMENT DISTRICT
MAINTENANCE EXHIBIT
CALIFORNIA FREIGHT
CITY OF TURLOCK STANISLAUS COUNTY CALIFORNIA



SITE PLAN

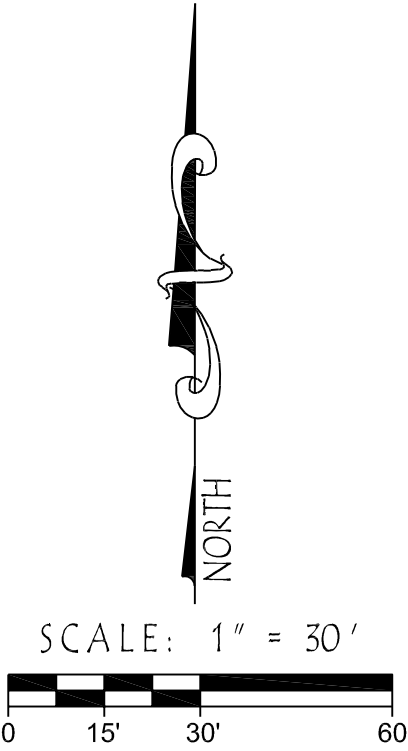


TURLOCK, CA.

VICINITY MAP

DESCRIPTION	PROPOSED	EXISTING
STORM SEWER	12" SD	12" SD
WATER LINE	8" W	8" W
WATER VALVE	WV	WV
GRADES/ELEVATIONS	147.00 FG	x 147.00
SLOPE/FLOW DIRECTION	SLOPE	SLOPE
MANHOLE		
CATCH BASIN		
CURB AND GUTTER		
FIRE HYDRANT		
FIRE DEPARTMENT CONNECTION	FDC	
SANITARY SEWER CLEAN OUT		
FENCE		

SYMBOLS LEGEND



skw & associates
architecture o engineering o surveying
2257 scenic drive, modesto ca 95355 p: 209-525-8825 f: 209-529-7804

david j. starck
architect
c. 22903

allan v. stevenson
civil engineer
no. 67758

PROJECT TITLE :
NEW TRUCK PARKING LOT FOR:
CALIFORNIA FREIGHT
2325 INDUSTRIAL ROWE
TURLOCK, CA. 95380

MAINTENANCE EXHIBIT

REVISIONS :

BY : R.H.
LIST : TURLOCK
DATE : 07/28/2022
JOB : 21M077

SHEET :
C1.0

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DECLARING THE	}	RESOLUTION NO. 2023-
CITY COUNCIL’S INTENTION TO ORDER	}	
THE FORMATION OF AND TO LEVY AND	}	
COLLECT ASSESSMENTS FOR THE	}	
“CALIFORNIA FREIGHT LANDSCAPING	}	
AND LIGHTING ASSESSMENT DISTRICT	}	
AND THE STREET MAINTENANCE	}	
BENEFIT ASSESSMENT AREA,	}	
DEVELOPMENT PROJECT NO. 22-036”	}	
	}	

WHEREAS, on January 10, 2023, the City Council of the City of Turlock adopted Resolution No. 2023-003 to initiate the proceedings for the formation of the benefit assessment district designated as the “California Freight Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-036”; and

WHEREAS, January 24, 2023, the City Council of the City of Turlock approved the City Engineer’s Report that was prepared and filed in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with Section 54716) of Chapter 6.4 of the Benefit Assessment Act of 1982.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock as follows:

1. The City Council of the City of Turlock declares its intention to order the formation of and to levy and collect assessments for the “California Freight Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-036,” beginning Fiscal Year 2023-2024 and continuing annually thereafter, pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982.
2. The improvements to be made in this benefit assessment district are generally described as follows, with no substantial changes to approved improvements:

The maintenance and replacement of street lighting and street improvements adjacent to or within the public right of way in the streets included along the frontage of “California Freight,” a development of those certain parcels of land identified by the County Assessor as Assessor’s Parcel Numbers 044-009-019, 044-009-020, and 044-009-021 County of Stanislaus, State of California.
3. The proposed benefit assessment district distinctive designation is the “California Freight Landscaping and Lighting Assessment District and the Street

Maintenance Benefit Assessment Area” and the general location of the district is as follows:

Those three parcels of land located on the north side of Industrial Rowe east of S. Kilroy Road, identified by the County Assessor as Assessor’s Parcel Numbers 044-009-019, 044-009-020, and 044-009-021, County of Stanislaus, State of California.

4. The City Engineer’s Report was prepared and is on file with the City Clerk. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels within the district.

5. The City Engineer is hereby ordered to initiate the assessment ballot proceedings.

6. Pursuant to Streets and Highways Code §22587, Government Code §§53753 and 54716, notice is hereby given that on Tuesday, the 14th day of March, 2023, at the hour of 6:00 p.m., prevailing local time, the City Council of the City of Turlock will conduct 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 will be held in the Yosemite Room (Council Chambers) on the 2nd floor of Turlock City Hall at 156 S. Broadway, Turlock, California.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

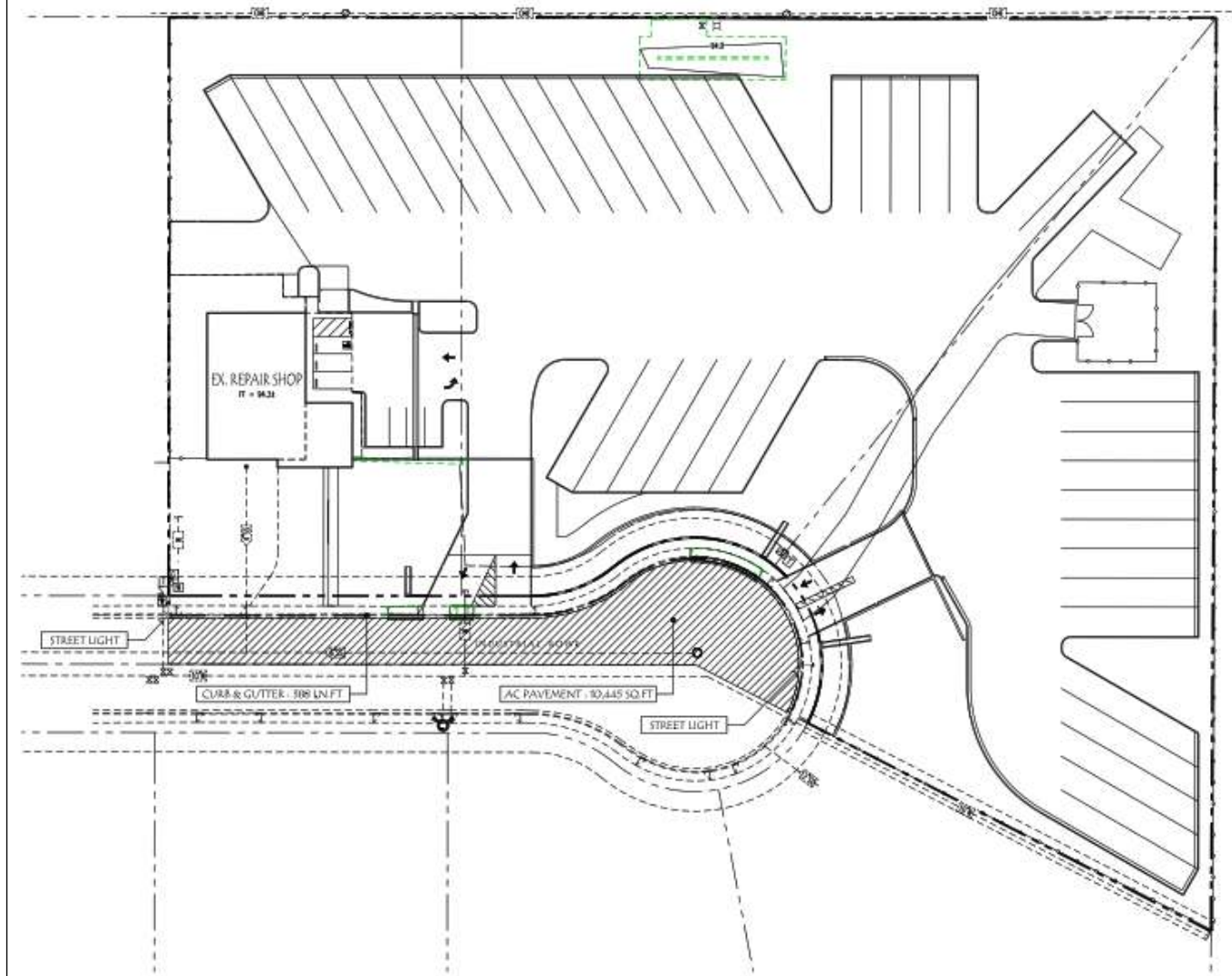
ATTEST:

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

SITE MAP
of
CALIFORNIA FREIGHT LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA



BENEFIT ASSESSMENT DISTRICT
MAINTENANCE EXHIBIT
CALIFORNIA FREIGHT
CITY OF TULLOCK, STANISLAUS COUNTY, CALIFORNIA



SITE PLAN

City Council Staff Report

January 24, 2023



From: Erik Schulze, Public Works Director

Prepared by: Tania Hernandez, Staff Services Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the Engineer's Report for the "PM 22-01 Pitau Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-004"

Resolution: Declaring the City Council's intention to order the formation of and to levy and collect assessments for the "PM 22-01 Pitau Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-004"

2. SYNOPSIS:

Continuing the procedures for the formation of the Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area for Parcel Map No. 22-01.

3. DISCUSSION OF ISSUE:

Parcel Map No. 22-01 (PM 22-01) subdivides an existing 4.93-acre property into two (2) parcels; one totaling 1.66 acres and the other 3.26 acres. The property is located at 2310 N. Walnut Avenue, more particularly described as Stanislaus County APN 071-052-009. One of the conditions of the vesting tentative parcel map is to form an assessment district and benefit assessment area to finance the operation and maintenance of drainage, street maintenance, and street lighting. The property is zoned Heavy Commercial.

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. Their purpose is to ensure that development pays for its own maintenance and operation of streetlights, landscape maintenance, street sweeping, drainage facilities 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 and lighting.

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 January 10, 2023, at which time Council initiated the proceedings. The Council's action tonight is the second meeting wherein the Council may approve the report, as filed, or the Council may modify the report and approve it as modified. After approval of the report, as filed or as modified, the Council will declare its intention to levy and collect assessments, and schedule a public hearing to allow any interested person to file a written protest or address the Council on this matter.

The third and final meeting, currently scheduled for March 14, 2023, Council will conduct the public hearing and upon its conclusion, by resolution, order the improvements and formation of the PM 22-01 Pitau Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area and confirm the diagram and assessments. This action will be filed with the Stanislaus County Auditor in Fiscal Year 2024-25.

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.
- 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 so as to not affect existing City funds.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Unless modified by Council, the first-year annual assessment collection from the parcel map will be \$2,516.31 in revenue to Fund 246 in Fiscal Year 2023-24. Annual assessments are tied to the Engineering News Record (ENR) Construction Cost Index and will be adjusted accordingly.

6. STAFF RECOMMENDATION:

Staff recommends approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Reject the Engineer's Report and/or decline to declare the intention to levy and collect assessments. City staff does not recommend this alternative as the map benefits from surrounding infrastructure and their associated maintenance costs would then impact other City funds.
- B. Modify the Engineer's Report by reducing the proposed assessments. City staff does not recommend this alternative as the proposed assessments in the Engineer's Report are based on cost recovery for maintenance of the infrastructure and would require the use of other City funds to cover the difference.

10. ATTACHMENTS:

- A. Draft Resolution for Engineer's Report
Exhibit A: Engineer's Report
- B. Draft Resolution for declaration of intent to levy and collect assessments

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE	}	RESOLUTION NO. 2023-
ENGINEER'S REPORT FOR THE "PM 22-01	}	
PITAU LANDSCAPING AND LIGHTING	}	
ASSESSMENT DISTRICT AND THE STREET	}	
MAINTENANCE BENEFIT ASSESSMENT	}	
AREA, DEVELOPMENT PROJECT NO.	}	
22-004"	}	
<hr/>		

WHEREAS, on January 10, 2023, the City Council of the City of Turlock adopted Resolution No. 2023-004 to initiate the proceedings for the formation of the benefit assessment district designated as the "PM 22-01 Pitau Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-004"; 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 PM 22-01 Pitau Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-004; 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 section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with 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 January 11, 2023, the City Engineer filed this report with the City Clerk; and

WHEREAS, the filed report is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock hereby approve the Engineer's Report for the "PM 22-01 Pitau Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-004."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January, 2023, by the following vote:

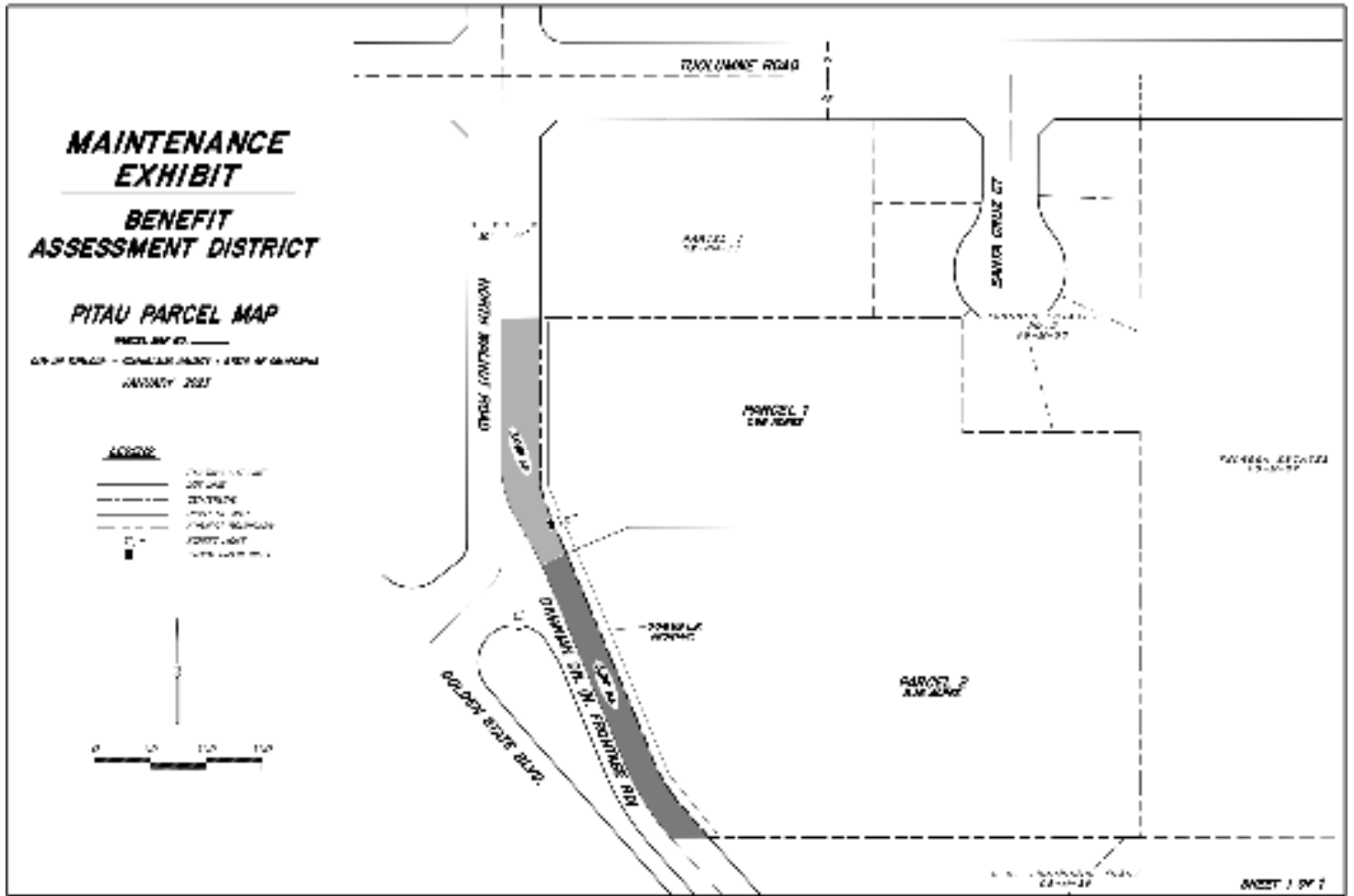
AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

**SITE MAP and MAINTENANCE EXHIBIT
of
PM 22-01 PITAU LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA**





**ENGINEER'S REPORT FOR THE PROPOSED
"PARCEL MAP 22-01 PITAU"
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND
STREET MAINTENANCE BENEFIT ASSESSMENT AREA
DEVELOPMENT PROJECT NO. 22-004
Fiscal Year 2023-2024**

(Pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982)

Nanda Gottiparthi, Acting City Engineer, Engineer of Work for "Parcel Map 22-01 Pitau" Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area, Project No. 22-004, City of Turlock, Stanislaus County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

The maintenance and replacement of street lighting, street improvements, drainage facilities and appurtenances, adjacent to or within the public right of way, in the streets of the proposed "Parcel Map 22-01 Pitau" development, more particularly described with the parcel map. "Parcel Map 22-01" is a development of Assessor's Parcel Number 071-052-009 in Stanislaus County, California; and

This report consists of five parts, as follows:

- PART A - Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B - An estimate of the cost of the improvements.
- PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district.
- PART D - A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.
- PART E - A diagram showing all the parcels of real property within this assessment district. This diagram is linked to Part C by assessment number.

Respectfully submitted,



Nanda Gottiparthi, P.E., Acting City Engineer
Engineer of Work

PART B
ENGINEER'S BENEFIT ASSESSMENT REPORT
FOR:
PM 22-01 Pitau
PROPOSITION 218 SUBDIVISION

Engineering Division Job # :	22-004	APN(s) :	071-052-009
Fiscal Year of Creation :	2022-2023	Number of Lots :	2
Fiscal Year of Report :	2022-2023	Number of Acres	4.93

	Charge to District at Creation	Charge to District at Report
<u>Street Lighting:</u>		
2 Street Lights @ \$275.97 each: -----	\$551.94	\$551.94
<u>Street Maintenance (Slurry Seal):</u>		
8310 SF of Pavement @ \$0.14 per SF: -----	\$1,163.40	\$1,163.40
<u>Street Maintenance (Streep Sweeping):</u>		
504.69 LF of Curb @ \$0.23 per LF: -----	\$116.08	\$116.08
<u>Storm Drainage Facilities:</u>		
1 EA Catch Basins @ \$596.61 per EA: -----	\$596.61	\$596.61
<u>Administration:</u>		
\$70.00 Admin Charge for District: -----	\$70.00	\$70.00
2 Lots @ \$9.14 per Lot: -----	\$18.28	\$18.28
<hr/>		
Total Yearly Charges to District :	\$2,516.31	\$2,516.31
Number of Acres :	4.93	4.93
Total Yearly Charges Per Acre :	\$510.41	\$510.41

**ENGINEER'S BENEFIT ASSESSMENT REPORT
"PARCEL MAP 22-01 PITAU"
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND
STREET MAINTENANCE BENEFIT ASSESSMENT AREA,
DEVELOPMENT PROJECT NO. 22-004**

PART C

**ASSESSMENT
Fiscal Year 2023-2024**

Special Assessment <u>Number</u>	Assessor's <u>Parcel No.</u>	<u>Amount of Assessment</u>
1	071-052-009	\$2,516.31
	(2 future lots)	
<hr/> TOTAL ASSESSMENT:		\$2,516.31

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

Inasmuch as each parcel within the subdivision benefits from the maintenance of the improvements, the cost of the improvements has been apportioned equally among the parcels. The annual assessment per lot has been combined into one amount to reflect current assessor's parcel numbering.

CLERK'S CERTIFICATION TO COUNTY AUDITOR

**“PARCEL MAP 22-01 PITAU”
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
AND STREET MAINTENANCE BENEFIT ASSESSMENT AREA,
DEVELOPMENT PROJECT NO. 22-004**

(Pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982)

TO THE AUDITOR OF THE COUNTY OF STANISLAUS:

I hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessment and assessment diagram, for “Parcel Map 22-01 Pitau” Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area, Development Project No. 22-004, City of Turlock, confirmed by the City Council of the City of Turlock on the 14th day of March, 2023, by its Resolution No. 2023-_____.

The document is certified, and is filed with you, pursuant to Section 22641 of the Streets and Highways Code.

DATED: January 24, 2023

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

ENGINEER'S REPORT

**“PARCEL MAP 22-01 PITAU”
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
AND STREET MAINTENANCE BENEFIT ASSESSMENT AREA,
DEVELOPMENT PROJECT NO. 22-004**

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: January 24, 2023



Nanda Gottiparthi, P.E.
Acting City Engineer
Engineer of Work

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the 24th day of January, 2023.

Julie Christel
City Clerk

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Turlock, California, on the 14th day of March, 2023.

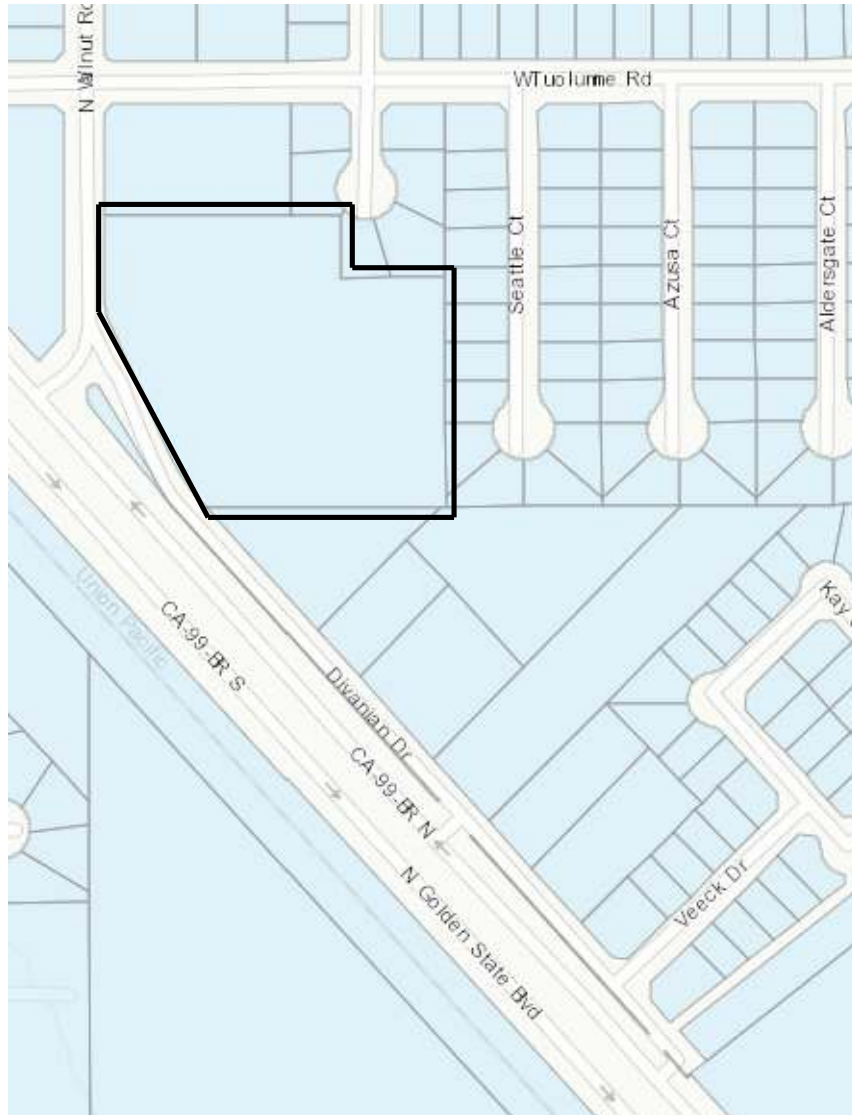
Julie Christel
City Clerk

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Stanislaus on the 1st day of August, 2024.

Julie Christel
City Clerk

PART E

**SITE MAP AND MAINTENANCE EXHIBIT
of
“PARCEL MAP 22-01 PITAU”
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA**



**MAINTENANCE
EXHIBIT**

**BENEFIT
ASSESSMENT DISTRICT**

PITAU PARCEL MAP

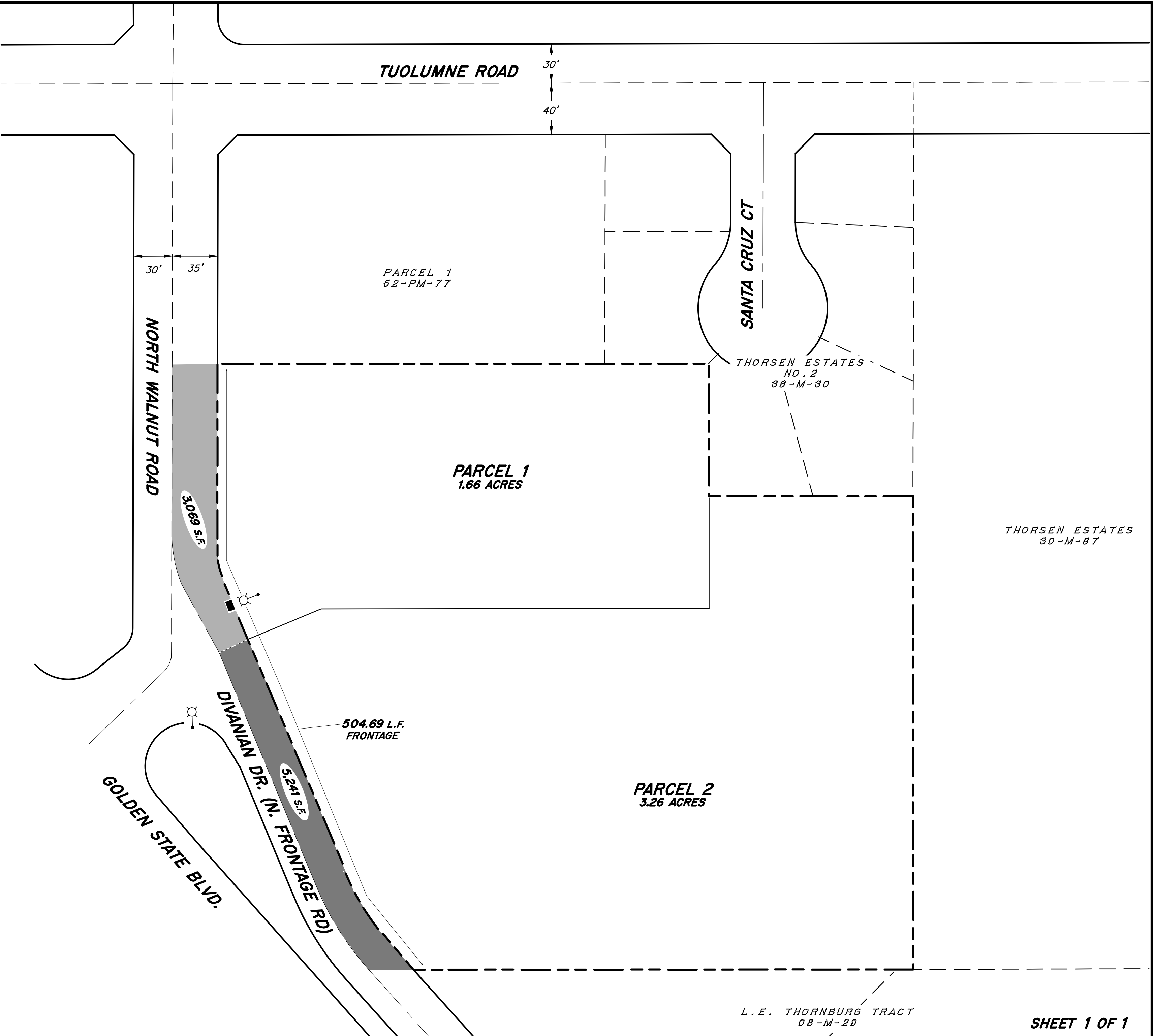
PARCEL MAP NO. _____

CITY OF TURLOCK • STANISLAUS COUNTY • STATE OF CALIFORNIA

JANUARY 2023

LEGEND

- EXISTING LOT LINE
- LOT LINE
- CENTERLINE
- RIGHT OF WAY
- SUBJECT BOUNDARY
- STREET LIGHT
- STORM DRAIN INLET



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DECLARING THE	}	RESOLUTION NO. 2023-
CITY COUNCIL’S INTENTION TO ORDER	}	
THE FORMATION OF AND TO LEVY AND	}	
COLLECT ASSESSMENTS FOR THE	}	
“PM 22-01 PITAU LANDSCAPING AND	}	
LIGHTING ASSESSMENT DISTRICT AND	}	
THE STREET MAINTENANCE BENEFIT	}	
ASSESSMENT AREA, DEVELOPMENT	}	
PROJECT NO. 22-004”	}	
	}	

WHEREAS, on January 10, 2023, the City Council of the City of Turlock adopted Resolution No. 2023-004 to initiate the proceedings for the formation of the benefit assessment district designated as the “PM 22-01 Pitau Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-004”; and

WHEREAS, on January 24, 2023, the City Council of the City of Turlock approved the City Engineer’s Report that was prepared and filed in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with Section 54716) of Chapter 6.4 of the Benefit Assessment Act of 1982.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock as follows:

1. The City Council of the City of Turlock declares its intention to order the formation of and to levy and collect assessments within the “PM 22-01 Pitau Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 22-004,” beginning Fiscal Year 2023-2024 and continuing annually thereafter, pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982.
2. The improvements to be made in this benefit assessment district are generally described as follows, with no substantial changes to approved improvements:

The maintenance and replacement of street lighting, street improvements, and minor drainage facilities adjacent to or within the public right of way in the streets included along the frontage of “PM 22-01 Pitau,” a development of that certain parcel of land identified by the County Assessor as Assessor’s Parcel Number 071-052-009, County of Stanislaus, State of California.

3. The proposed benefit assessment district distinctive designation is the “PM 22-01 Pitau Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area” and the general location of the district is as follows:

That parcel of land located on the east side of North Walnut Road and Divanian Drive, identified by the County Assessor as Assessor’s Parcel Number 071-052-009, County of Stanislaus, State of California.

4. The City Engineer’s Report was prepared and is on file with the City Clerk. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels within the district.

5. The City Engineer is hereby ordered to initiate the assessment ballot proceedings.

6. Pursuant to Streets and Highways Code §22587, Government Code §§53753 and 54716, notice is hereby given that on Tuesday, the 14th day of March, 2023, at the hour of 6:00 p.m., prevailing local time, the City Council of the City of Turlock will conduct 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 will be held in the Yosemite Room (Council Chambers) on the 2nd floor of Turlock City Hall at 156 S. Broadway, Turlock, California.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January, 2023, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

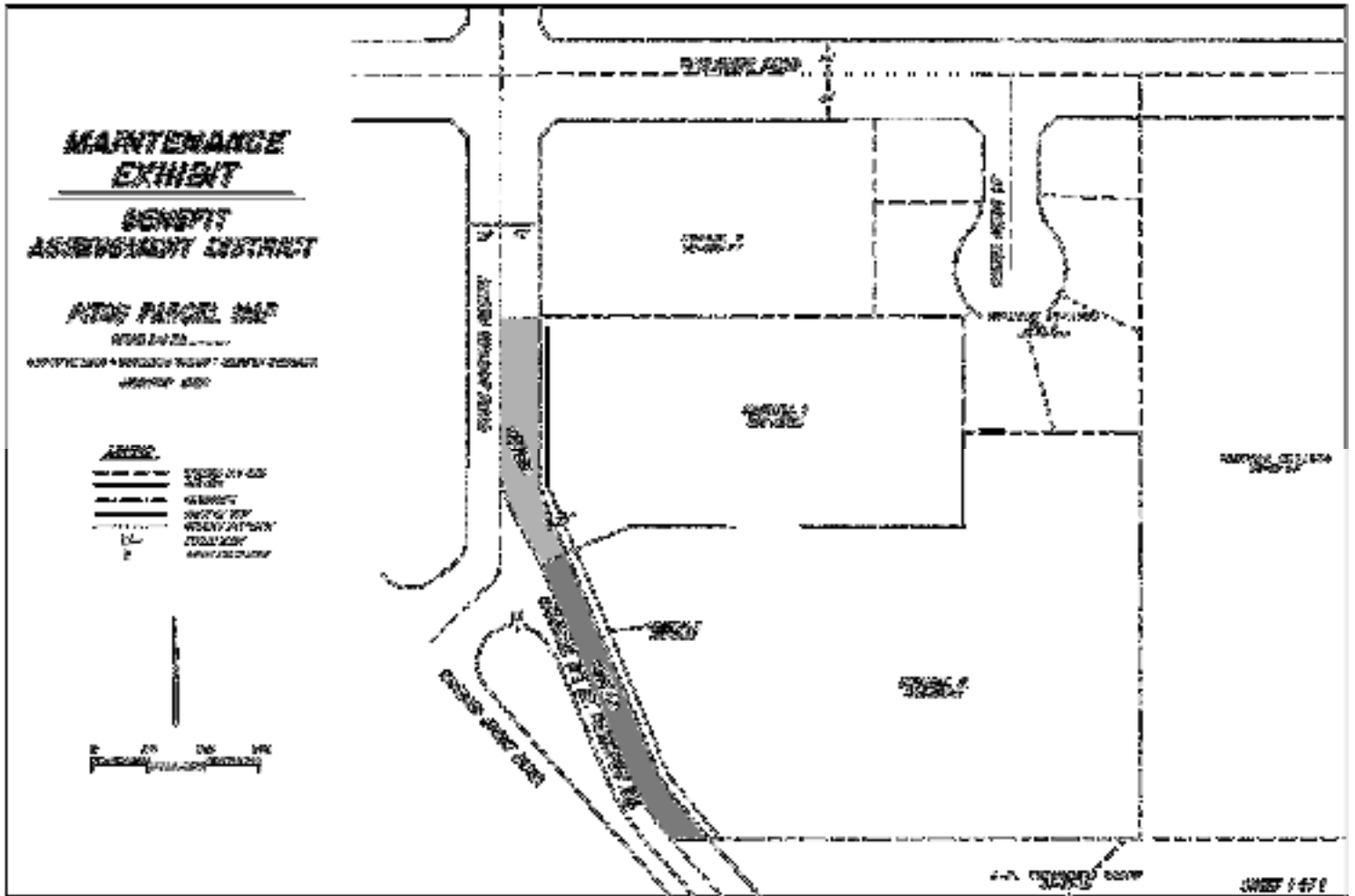
ABSENT:

ATTEST:

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

**SITE MAP and MAINTENANCE EXHIBIT
of
PM 22-01 PITAU LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA**





City Council Staff Report

January 24, 2023



From: Erik Schulze, Public Works Director

Prepared by: Tania Hernandez, Staff Services Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the Engineer's Report for the "PM 21-03 Bright Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 21-019"

Resolution: Declaring the City Council's intention to order the formation of and to levy and collect assessments for the "PM 21-03 Bright Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 21-019"

2. SYNOPSIS:

Continuing the procedures for the formation of the Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area for Parcel Map No. 21-03.

3. DISCUSSION OF ISSUE:

Parcel Map No. 21-03 (PM 21-03) subdivides a single 6.05-acre parcel into four parcels and one remainder parcel. The parcel map is located on the corner of Fulkerth Road and North Tully Road, and can be more particularly described as APN 088-010-037. As a condition of the vesting tentative parcel map, the development needs to form an assessment district that will finance the maintenance and operations of street lights, street maintenance, street sweeping, and median landscaping.

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. Their purpose is to ensure that development pays for its own maintenance and operation of streetlights, landscape maintenance, street sweeping, drainage facilities 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 and lighting.

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 January 10, 2023, at which time Council initiated the proceedings. The Council's action tonight is the second meeting wherein the Council may approve the report (Engineer's Report), as filed, or the Council may modify the report and approve it as modified. After approval of the report, as filed or as modified, the Council will declare its intention to levy and collect assessments, and schedule a public hearing to allow any interested person to file a written protest or address the Council on this matter.

The third and final meeting, currently scheduled for March 14, 2023, Council will conduct the public hearing and upon its conclusion, by resolution, order the improvements and formation of the PM 21-03 Bright Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area and confirm the diagram and assessments. This action will be filed with the Stanislaus County Auditor in Fiscal Year 2024-25.

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.
- 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 so as to not affect existing City funds.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Unless modified by Council, the first-year annual assessment collection from the parcel map will be \$9,268.59 in revenue to Fund 246 in Fiscal Year 2023-24. Annual assessments are tied to the Engineering News Record (ENR) Construction Cost Index and will be adjusted accordingly.

6. STAFF RECOMMENDATION:

Staff recommends approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Reject the Engineer's Report and/or decline to declare the intention to levy and collect assessments. City staff does not recommend this alternative as the map benefits from surrounding infrastructure and their associated maintenance costs would then impact other City funds.
- B. Modify the Engineer's Report by reducing the proposed assessments. City staff does not recommend this alternative as the proposed assessments in the Engineer's Report are based on cost recovery for maintenance of the infrastructure and would require the use of other City funds to cover the difference.

10. ATTACHMENTS:

- A. Draft Resolution for Engineer's Report
Exhibit A: Engineer's Report
- B. Draft Resolution for declaration of intent to levy and collect assessments

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
 ENGINEER'S REPORT FOR THE }
 "PM 21-03 BRIGHT LANDSCAPING AND }
 LIGHTING ASSESSMENT DISTRICT AND THE }
 STREET MAINTENANCE BENEFIT }
 ASSESSMENT AREA, DEVELOPMENT }
 PROJECT NO. 21-019" }

RESOLUTION NO. 2023-

WHEREAS, on January 10, 2023, the City Council of the City of Turlock adopted Resolution No. 2023-005 to initiate the proceedings for the formation of the benefit assessment district designated as the "PM 21-03 Bright Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 21-019"; 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 "PM 21-03 Bright Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 21-019"; 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 section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with 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 January 11, 2023, the City Engineer filed this report with the City Clerk; and

WHEREAS, the filed report is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock hereby approve Engineer's Report for the "PM 21-03 Bright Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 21-019."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January, 2023, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

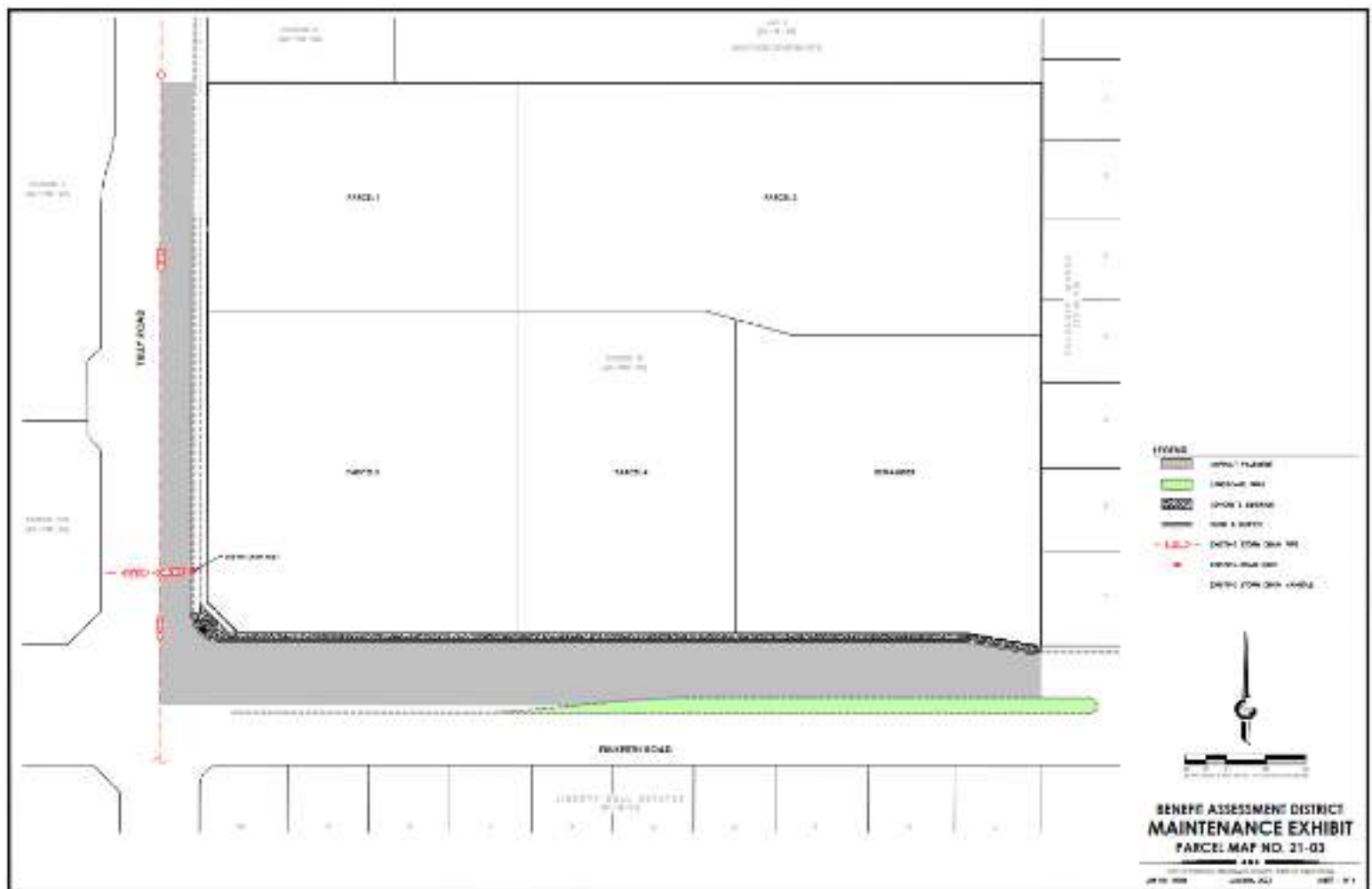
ATTEST:

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

**SITE MAP
of
PM 21-03 BRIGHT
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA**



**PM 21-03 BRIGHT
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA**



**ENGINEER'S REPORT FOR THE PROPOSED "PARCEL MAP 21-03 BRIGHT"
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND
STREET MAINTENANCE BENEFIT ASSESSMENT AREA
DEVELOPMENT PROJECT NO. 21-019
Fiscal Year 2023-2024**

(Pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982)

Nanda Gottiparthi, Acting City Engineer, Engineer of Work for "Parcel Map 21-03 Bright" Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area, Project No. 21-019, City of Turlock, Stanislaus County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

The maintenance and replacement of street trees, plants, vegetation, and sprinkler systems in the median strip along Fulkerth Road; and street improvements, drainage facilities and appurtenances, adjacent to or within the public right of way, in the streets of the proposed "Parcel Map 21-03 Bright" development, more particularly described with the parcel map. "Parcel Map 21-03 Bright" is a development of Assessor's Parcel Number 088-010-037 in Stanislaus County, California; and

This report consists of five parts, as follows:

- PART A - Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B - An estimate of the cost of the improvements.
- PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district.
- PART D - A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.
- PART E - A diagram showing all the parcels of real property within this assessment district. This diagram is linked to Part C by assessment number.

Respectfully submitted,



Nanda Gottiparthi, P.E., Acting City Engineer
Engineer of Work

PART B
ENGINEER'S BENEFIT ASSESSMENT REPORT
FOR:
PM 21-03 Bright (residential)
PROPOSITION 218 SUBDIVISION

Engineering Division Job # :	21-019	APN(s) :	088-010-037
Fiscal Year of Creation :	2022-23	Number of Lots :	2
Fiscal Year of Report :	2022-23	Number of Acres	2.52

		Charge to District at Creation	Charge to District at Report
<u>Street Maintenance (Slurry Seal):</u>			
4901	SF of Pavement @ \$0.14 per SF: -----	\$686.14	\$686.14
<u>Street Maintenance (Streep Sweeping):</u>			
169	LF of Curb @ \$0.23 per LF: -----	\$38.87	\$38.87
<u>Administration:</u>			
\$70.00	Admin Charge for District: -----	\$70.00	\$70.00
2	Lots @ \$9.14 per Lot: -----	\$18.28	\$18.28
Total Yearly Charges to District :		\$813.29	\$813.29
Number of Lots :		2	2
Total Yearly Charges Per Lot :		\$406.65	\$406.65

PART B
ENGINEER'S BENEFIT ASSESSMENT REPORT
 FOR:
PM 21-03 Bright (commercial)
 PROPOSITION 218 SUBDIVISION

Engineering Division Job # :	21-019	APN(s) :	088-010-037
Fiscal Year of Creation :	2022-23	Number of Lots :	2
Fiscal Year of Report :	2022-23	Number of Acres	2.22

				Charge to District at Creation	Charge to District at Report
<u>Landscaping Maintenance</u>					
0	SF of Level 1 Maintenance @	\$0.20	per SF: -----	\$0.00	\$0.00
3352	SF of Level 2 Maintenance @	\$0.98	per SF: -----	\$3,284.96	\$3,284.96
<u>Street Maintenance (Slurry Seal):</u>					
27340	SF of Pavement @	\$0.14	per SF: -----	\$3,827.60	\$3,827.60
<u>Street Maintenance (Streep Sweeping):</u>					
855	LF of Curb @	\$0.23	per LF: -----	\$196.65	\$196.65
<u>Administration:</u>					
\$70.00 Admin Charge for District: -----				\$70.00	\$70.00
2	Lots @	\$9.14	per Lot: -----	\$18.28	\$18.28
Total Yearly Charges to District :				\$8,455.30	\$8,455.30
Number of Acres :				2.22	2.22
Total Yearly Charges Per Acre :				\$3,808.69	\$3,808.69

ENGINEER'S BENEFIT ASSESSMENT REPORT
"PARCEL MAP 21-03 BRIGHT"
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND
STREET MAINTENANCE BENEFIT ASSESSMENT AREA,
DEVELOPMENT PROJECT NO. 21-019

PART C

ASSESSMENT
Fiscal Year 2023-2024

Special Assessment <u>Number</u>	Assessor's <u>Parcel No.</u>	<u>Amount of Assessment</u>
1	088-010-037 (2 future residential lots)	\$ 813.29
2	088-010-037 (2 future commercial lots)	\$8,455.30
<hr/> TOTAL ASSESSMENT:		\$9,268.59

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

Inasmuch as each parcel within the subdivision benefits from the maintenance of the improvements, the cost of the improvements has been apportioned equally among the parcels. The annual assessment per lot has been combined into one amount to reflect current assessor's parcel numbering.

CLERK'S CERTIFICATION TO COUNTY AUDITOR

**“PARCEL MAP 21-03 BRIGHT”
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
AND STREET MAINTENANCE BENEFIT ASSESSMENT AREA,
DEVELOPMENT PROJECT NO. 21-019**

(Pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982)

TO THE AUDITOR OF THE COUNTY OF STANISLAUS:

I hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessment and assessment diagram, for “Parcel Map 21-03 Bright” Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area, Development Project No. 21-019, City of Turlock, confirmed by the City Council of the City of Turlock on the 14th day of March, 2023, by its Resolution No. 2023-_____.

The document is certified, and is filed with you, pursuant to Section 22641 of the Streets and Highways Code.

DATED: January 24, 2023

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

ENGINEER'S REPORT
“PARCEL MAP 21-03 BRIGHT”
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
AND STREET MAINTENANCE BENEFIT ASSESSMENT AREA,
DEVELOPMENT PROJECT NO. 21-019

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: January 24, 2023



Nanda Gottiparthi, P.E.
Acting City Engineer
Engineer of Work

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the 24th day of January, 2023.

Julie Christel
City Clerk

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Turlock, California, on the 14th day of March, 2023.

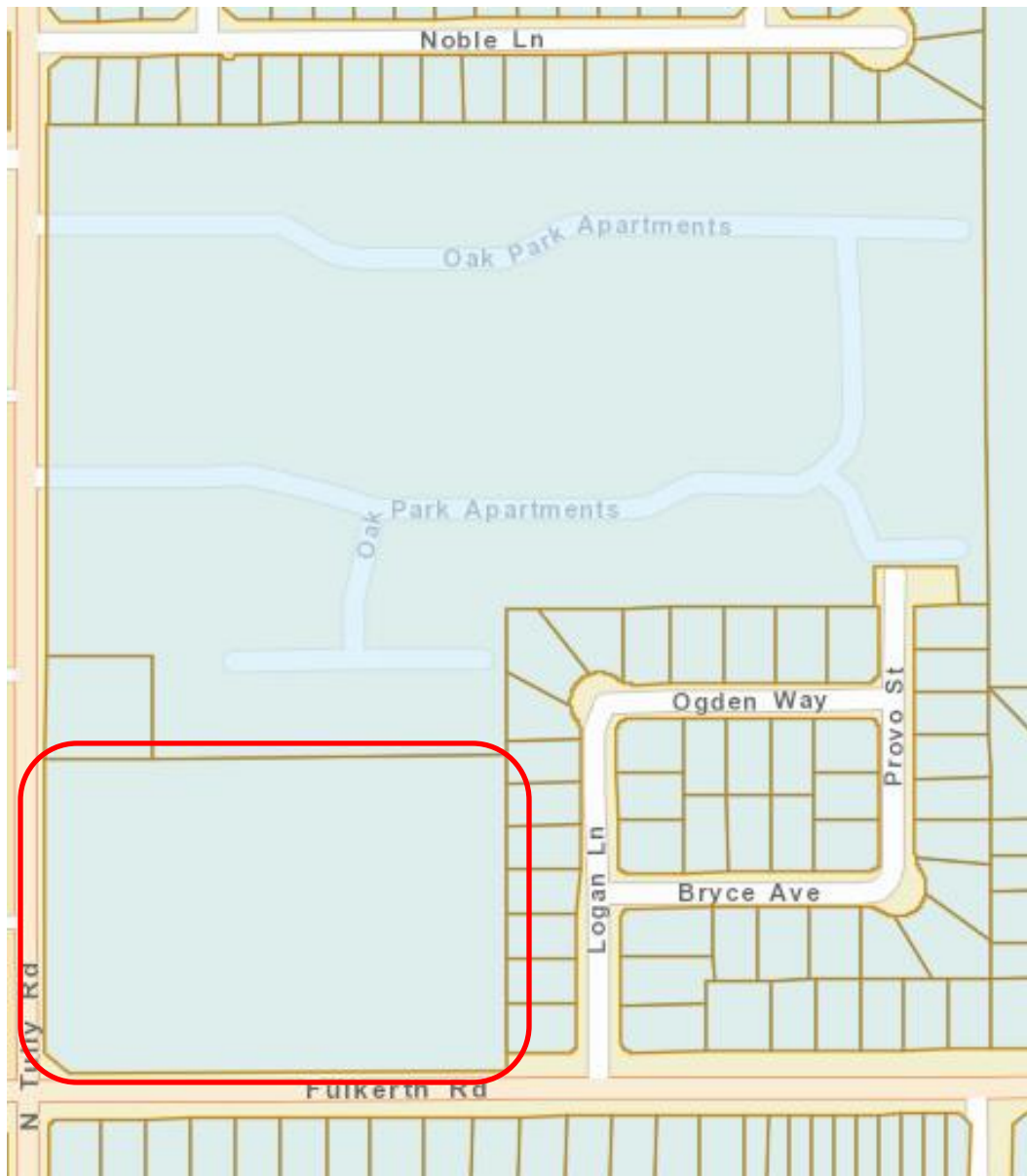
Julie Christel
City Clerk

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Stanislaus on the 1st day of August, 2024.

Julie Christel
City Clerk

PART E

**SITE MAP
of
“PARCEL MAP 21-03 BRIGHT”
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA**





LEGEND

- ASPHALT PAVEMENT
- LANDSCAPE AREA
- CONCRETE SIDEWALK
- CURB & GUTTER
- EXISTING STORM DRAIN PIPE
- EXISTING DRAIN INLET
- EXISTING STORM DRAIN MANHOLE

Scale: 30 15 0 30 60
(If this sheet is not 24"x36", it is a reduced print)

North Arrow: N

**BENEFIT ASSESSMENT DISTRICT
MAINTENANCE EXHIBIT
PARCEL MAP NO. 21-03**

CITY OF TURLOCK, STANISLAUS COUNTY, STATE OF CALIFORNIA
JOB NO. 16004 JANUARY, 2023 SHEET 1 OF 1

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DECLARING THE }
 CITY COUNCIL'S INTENTION TO ORDER }
 THE FORMATION OF AND TO LEVY AND }
 COLLECT ASSESSMENTS FOR THE }
 "PM 21-03 BRIGHT LANDSCAPING AND }
 LIGHTING ASSESSMENT DISTRICT AND }
 THE STREET MAINTENANCE BENEFIT }
 ASSESSMENT AREA, DEVELOPMENT }
 PROJECT NO. 21-019" }

RESOLUTION NO. 2023-

WHEREAS, on January 10, 2023, the City Council of the City of Turlock adopted Resolution No. 2023-005 to initiate the proceedings for the formation of the benefit assessment district designated as the "PM 21-03 Bright Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 21-019"; and

WHEREAS, January 24, 2023, the City Council of the City of Turlock approved the City Engineer's Report that was prepared and filed in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with Section 54716) of Chapter 6.4 of the Benefit Assessment Act of 1982.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock as follows:

1. The City Council of the City of Turlock declares its intention to order the formation of and to levy and collect assessments for the "PM 21-03 Bright Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 21-019", beginning Fiscal Year 2023-2024 and continuing annually thereafter, pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982.

2. The improvements to be made in this benefit assessment district are generally described as follows, with no substantial changes to approved improvements:

The maintenance and replacement of street improvements, median landscaping, and minor drainage facilities adjacent to or within the public right of way in the streets included along the frontage of "Parcel Map 21-03 Bright", a development of that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 088-010-037, County of Stanislaus, State of California.

3. The proposed benefit assessment district distinctive designation is the “PM 21-03 Bright Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area” and the general location of the district is as follows:

That parcel of land located on the north side of Fulkerth Road east of N. Tully Road and west of Logan Lane, identified by the County Assessor as Assessor’s Parcel Number 088-010-037, County of Stanislaus, State of California.

4. The City Engineer’s Report was prepared and is on file with the City Clerk. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels within the district.

5. The City Engineer is hereby ordered to initiate the assessment ballot proceedings.

6. Pursuant to Streets and Highways Code §22587, Government Code §§53753 and 54716, notice is hereby given that on Tuesday, the 14th day of March, 2023, at the hour of 6:00 p.m., prevailing local time, the City Council of the City of Turlock will conduct 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 will be held in the Yosemite Room (Council Chambers) on the 2nd floor of Turlock City Hall at 156 S. Broadway, Turlock, California.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January, 2023, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

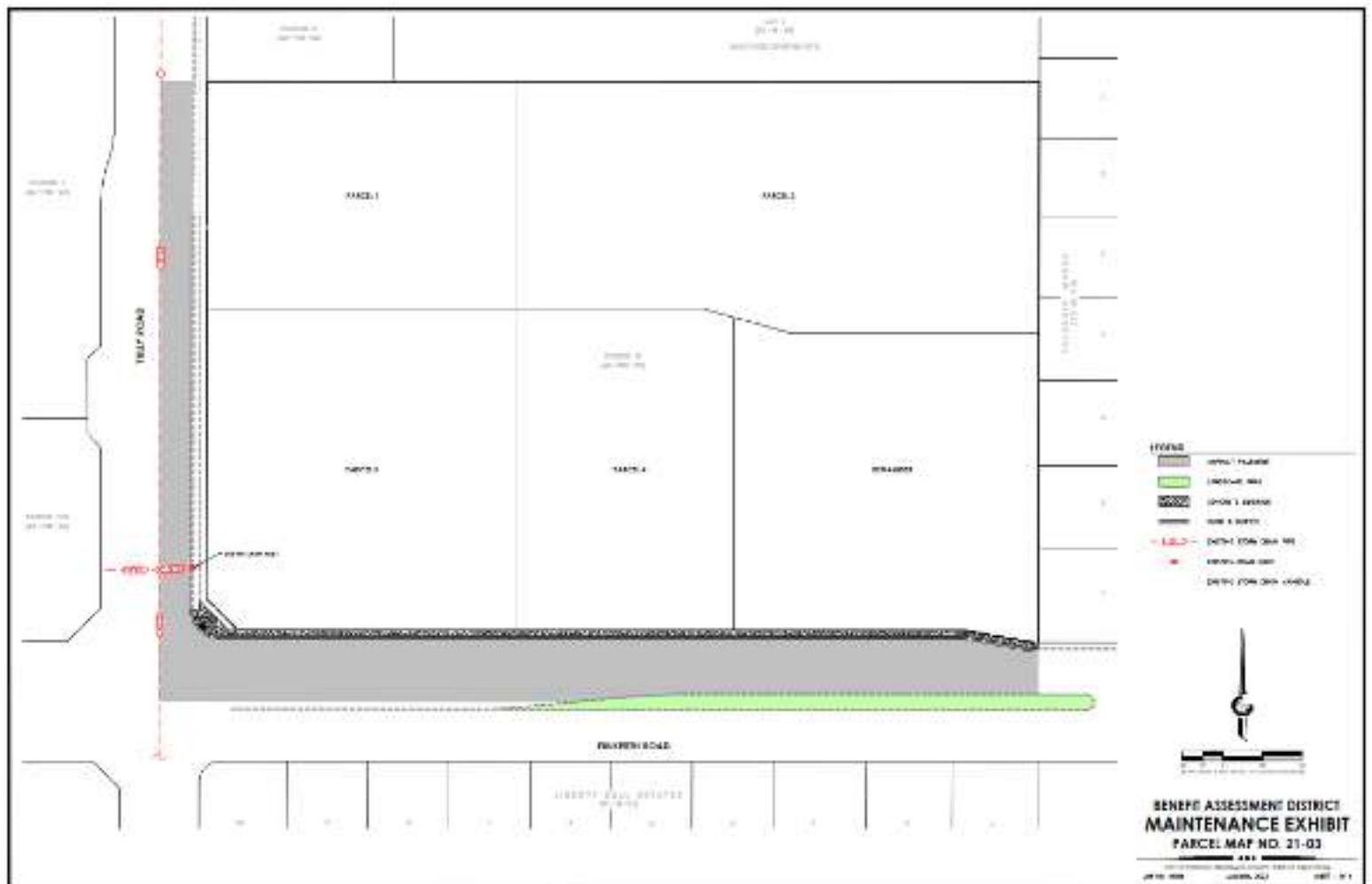
ATTEST:

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

**SITE MAP
of
PM 21-03 BRIGHT
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA**



**PM 21-03 BRIGHT
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
and
THE STREET MAINTENANCE BENEFIT ASSESSMENT AREA**



City Council Staff Report

January 24, 2023



From: Katie Quintero, Development Services Director

Prepared by: Katie Quintero, Development Services Director

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager to enter into a professional services agreement with Dyett and Bhatia Urban and Regional Planners for a Fair Housing Assessment and associated services as part of the preparation of the Turlock Housing Element in an amount not to exceed \$52,000 in a form approved by the City Attorney.

Resolution: Appropriating \$54,121 to Revenue Account Number 271-40-400-452.34168 "REAP Revenue" to be funded from a sub-allocation from Regional Early Action Planning (REAP) Grant for the preparation of the Housing Element and to appropriate \$52,000 to Expense Account Number 271-40-400-452.43055_000 "Consultant General" and \$2,021 to Expense Account Number 271-40-400-452.49007 "Salary Charges From Other Departments"

2. SYNOPSIS:

Approving a professional services agreement in the amount not to exceed \$52,000 with Dyett & Bhatia for use of REAP 2.0 funds to prepare a fair housing assessment as part of the updated Housing Element.

3. DISCUSSION OF ISSUE:

The City of Turlock entered into an agreement with Dyett and Bhatia Urban and Regional Planners on May 11, 2021 for the preparation of the Turlock Housing Element Update, Safety Element Update, Environmental Justice Update and related Environmental Work associated with the updates. After this scope of work was drafted and approved, the California Department of Housing and Community Development (HCD) released new guidelines for data and analysis local agencies must complete for Affirmatively Forwarding Fair Housing as required in Assembly Bill 686 (AB 686). To comply with AB 686, additional work is needed as part of the

Housing Element update. Dyett and Bhatia has provided an additional scope of work with additional task to address these requirements.

The scope of work includes:

- Create a series of maps on race, poverty, income and other demographic characteristics to demonstrate that is not highly segregated by race or income using HCD data visualize/GIS.
- Summarize supporting socio-demographic details from HCD online database.
- Collect regional data from HCD portal and summarize overcrowding, overpayment, race/income and homeownership trends for comparison with Turlock.
- Map Racially/Ethnically Concentrated Areas of Poverty and Areas of High Segregation and Poverty in Turlock using HCD data visualize/GIS and characterize the issues.
- Prepare maps of State-designated High Opportunity Areas in Turlock.
- Prepare a summary matrix of AFFH issues based on above analysis, showing contributing factor, priority level, and justification for that priority level.
- Conduct a census-tract level analysis of the effect the Draft 2023-31 Housing Element sites inventory would have on existing patterns of segregation and poverty in Turlock, recommending programs to incorporate into the Housing Element as needed to address them.
- Provide website materials, hold a joint study session with the Planning Commission and City Council, create an interactive online survey and hold two outreach meetings.

BIDDING PROCEDURE FINDINGS

Staff requests City Council approval to enter into a professional services agreement with the planning consulting firm of Dyett and Bhatia Urban and Regional Planners to perform the additional required work for the Housing Element Update. The Turlock Municipal Code 2-7-08 allows the City Council to award a contract without going through the formal bidding procedure if one of the six identified circumstances exist. Staff believes this request meets TMC 2-7-08(b)(3): Contracts involving the obtaining of professional services or specialized skill.

Dyett and Bhatia are in the process of preparing the updated Housing Element. This item is additional work needed for the Housing Element Update. It is proposed as a separate contract instead of an amendment to the existing contract due to the scope of work under this contract being paid for with grant funds that are separate from the work in the existing contract.

4. BASIS FOR RECOMMENDATION:

- A. Pursuant to TMC 2-7-08(b)(3), Council is authorized to approve contracts for professional services, including for specialized consultants, without adherence to formal bid procedures. Staff is requesting Council approval to enter into an agreement in an amount not to exceed \$52,000 with Dyett and Bhatia Urban and Regional Planners.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

On November 15, 2022 City Council approved an MOU between the City of Turlock and StanCOG to receive a suballocation of \$54,120.18 in Regional Early Action Planning (REAP) funds for the preparation of the Housing Element. Staff proposes to use the REAP suballocation to fund the additional scope of work.

Budget Amendment:

The budget will be amended to add the revenue for the REAP grant and the proposed expenses as follows:

Revenue:

271-40-400-452.34168 REAP Revenue \$54,121

Expenses:

271-40-400.452.43055_000 Consultant General \$52,000

271-40-400-452.49007 Salary Charges from Other Departments \$2,121

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council may choose not to approve a professional services agreement with Dyett and Bhatia Urban and Regional Planner to perform this work. This option would require staff to prepare a Request for Proposals, solicit proposals, and bring back a recommended proposal for review and approval. Staff does not recommend this alternative, as Dyett and Bhatia is already contracted to prepare the Housing Element update and contracting with a different professional to perform the work would likely be costlier, would take longer and

would require coordination between the consultants to ensure consistency within the Housing Element document.

9. Attachments

- A. Draft Resolution Authorizing Professional Services Agreement
 - Exhibit A: Dyett and Bhatia Scope of Services
- B. Draft Resolution Appropriating Funds

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CITY	}	RESOLUTION NO. 2023-
MANAGER TO ENTER INTO A PROFESSIONAL	}	
SERVICES AGREEMENT WITH DYETT AND	}	
BHATIA URBAN AND REGIONAL PLANNERS	}	
FOR A FAIR HOUSING ASSESSMENT AND	}	
ASSOCIATED SERVICES AS PART OF THE	}	
PREPARATION OF THE TURLOCK HOUSING	}	
ELEMENT IN AN AMOUNT NOT TO EXCEED	}	
\$52,000 IN A FORM APPROVED BY THE CITY	}	
ATTORNEY	}	

WHEREAS, on May 11, 2021, the City entered into an agreement with Dyett and Bhatia Urban and Regional Planners for the preparation of the Turlock Housing Element Update, Safety Element, Environmental Justice Update and associated environmental work; and

WHEREAS, after the scope of services was approved the California Department of Housing and Community Development (HCD) released new guidelines for data and analysis local agencies must complete for Affirmatively Forwarding Fair Housing as required in Assembly Bill 686 (AB 686); and

WHEREAS, under the new agreement, Dyett and Bhatia provide the additional scope of services included with the agreement as Exhibit A; and

WHEREAS, the work will be funded through a Regional Early Action Planning (REAP) grant suballocated to the City of Turlock by StanCOG.

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

1. Authorizing the City Manager to enter into a professional services agreement with Dyett and Bhatia Urban and Regional Planners for a Fair Housing Assessment and associated services as part of the preparation of the Turlock Housing Element in an amount not to exceed \$52,000 in a form approved by the City Attorney.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January 2023, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

M E M O R A N D U M

To: Katie Quintero, Development Services Director, City of Turlock
From: Andrew Hill, Principal
Re: Additional Services for Housing Element Preparation – REAP Grant Eligible
Date: December 1, 2022

Dear Katie:

The City of Turlock is eligible for Regional Early Action Planning (REAP) grant funding for planning activities that accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals. The City has requested that Dyett & Bhatia (D&B) provide additional services eligible for REAP funding that can support the preparation of the 2023-31 Housing Element, associated zoning amendments, and the update of the General Plan Safety Element. This memo summarizes additional services to be provided by D&B, together with the associated fee for each.

SCOPE OF SERVICES

Fair Housing Assessment

In 2021, after preparation of the scope of work for the Turlock Housing Element, the California Department of Housing and Community Development (HCD) released new data and guidelines for Affirmatively Forwarding Fair Housing (AFFH) analysis that municipalities must undertake to satisfy the requirements of Assembly Bill 686 (AB686). AB 686 requires each community to take actions to overcome patterns of segregation, address disparities in housing needs and access to opportunity, and foster inclusive communities. Consistent with the new guidance from the State, D&B will complete the following tasks and incorporate into the Draft Housing Element:

- Create a series of maps on race, poverty, income and other demographic characteristics to demonstrate that is not highly segregated by race or income using HCD data visualize/GIS.
- Summarize supporting socio-demographic details from HCD online database.
- Collect regional data from HCD portal and summarize overcrowding, overpayment, race/income and homeownership trends for comparison with Turlock
- Map Racially/Ethnically Concentrated Areas of Poverty and Areas of High Segregation and Poverty in Moreno Valley using HCD data visualize/GIS and characterize the issues.
- Prepare maps of State-designated High Opportunity Areas in Turlock
- Prepare a summary matrix of AFFH issues based on above analysis, showing contributing factor, priority level, and justification for that priority level.

DYETT & BHATIA

Urban and Regional Planners

- Conduct a census-tract level analysis of the effect the Draft 2023-31 Housing Element sites inventory would have on existing patterns of segregation and poverty in Turlock, recommending programs to incorporate into the Housing Element as needed to address them.

Fee requested: \$25,000

Website Materials

D&B will provide staff with content in English and Spanish to post on the City's website throughout the process. The website will serve three primary purposes: 1) provide general information about the project, such as purpose, schedule, "General Plan/Housing Element 101", and FAQs; 2) serve as a regularly updated library of project documents, presentations, and meeting materials as they are completed; and 3) alert the public to upcoming meetings and other means of participation.

Additionally, D&B will develop shorthand project updates and educational content in the form of social media collateral (ex: posts for Facebook, NextDoor, Instagram, etc) in English and Spanish for City staff to push out through established channels. Our budget accommodates Facebook ads to raise awareness among targeted demographics and drive participation. These ads are proven to be very effective in increasing participation rates on similar planning efforts.

Fee requested: \$10,000

Decision-Maker Meetings

The scope of work includes formal hearings before the Planning Commission and City Council for adoption of the Housing and Safety Elements but no check in with decision-makers prior to that. It is advisable to review the content of the Draft Housing Element with decision-makers prior to sending the Draft to HCD for review. D&B will prepare presentation materials and facilitate up to two meetings with each of the Planning Commission and City Council for a total of up to four meetings. We anticipate that these meetings would take place early in 2023 and during the 30-day public review period required for the Draft Housing Element. Meetings could also be conducted as joint study sessions.

Fee requested: \$8,000

Interactive Online Survey

Online surveys are a highly effective means of reaching a wide audience with a cost-efficient dedication of resources. The scope of work includes a community survey to solicit public input on issues and priorities to be conducted via Survey Monkey; however, using a more advanced platform can make the survey more engaging for participants and allow for a deeper dive into issues to better inform the project. Knowing that many residents lead busy lives and may not be able to set aside time to participate in person, we will develop an interactive online survey in English and Spanish using a software platform such as Social Pinpoint, that has the ability to integrate images, video, and maps, allowing participants to

DYETT & BHATIA

Urban and Regional Planners

engage with and comment directly on the material presented. For map-based activities, participants will be able to toggle between data layers on the same screen to provide input on different topics with a minimum number of clicks. D&B has used this type of tool on numerous planning projects, including very recently for the Oceanside General Plan Update where over 650 people participated and for the Oakland Housing Element Update where over 450 community members provided input. Online surveys will be accessed via the City's website. The fee requested represents an augmentation of existing budget to allow for the use of a more advanced polling platform.

Fee requested: \$5,000

Go-to Outreach Meetings (2)

Using a "go to them" strategy to raise awareness of the project and provide community members with additional in-person opportunities for input, D&B will conduct pop up events at locations around town where community members gather. Outreach may be structured as "chalk board chats" or stop-and-talk stations that provide community members with opportunities to learn about the project and share quick feedback. Additionally, we will coordinate with local community organizations to identify other events that may present opportunities for Go-To Outreach. We will conduct up to two (2) of these events throughout the process. Timing and location of events will be determined in consultation with City staff. D&B will prepare materials in English and Spanish, plan, and then conduct the outreach for each event.

Fee requested: \$4,000

TOTAL FEE REQUESTED: \$52,000

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2023-
\$54,121 TO REVENUE ACCOUNT NUMBER	}	
271-40-400-452.34168 "REAP REVENUE"	}	
TO BE FUNDED FROM A SUBALLOCATION	}	
FROM REGIONAL EARLY ACTION PLANNING	}	
(REAP) GRANT FOR THE PREPARATION	}	
OF THE HOUSING ELEMENT AND TO	}	
APPROPRIATE \$52,000 TO EXPENSE	}	
ACCOUNT NUMBER 271-40-400-452.43055_000	}	
"CONSULTANT GENERAL" AND \$2,021 TO	}	
EXPENSE ACCOUNT NUMBER	}	
271-40-400-452.49007" SALARY CHARGES	}	
FROM OTHER DEPARTMENTS"	}	

WHEREAS, on November 15, 2022 City Council approved an MOU between the City of Turlock and StanCOG for suballocation of \$54,120.18 of Regional Early Action Planning (REAP) grant program funds; and

WHEREAS, a budget amendment is needed to appropriate the receipt of the grant revenue and expenditures of the grant funds for professional services as well as staff time spent on the fair housing assessment required for the Housing Element Update; and

WHEREAS, a professional services agreement between the City of Turlock and Dyett and Bhatia Regional and Urban Planners is being proposed to complete the fair housing assessment and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock resolves as follows:

Section 1. The City Council approves the appropriation of \$54,121 to Revenue Account Number 271-40-400-452.34168 "REAP Revenue" to be funded from a suballocation from Regional Early Action Planning (REAP) Grant for the preparation of the Housing Element and to appropriate \$52,000 to Expense Account number 271-40-400-452.43055_000 "Consultant General" and \$2,121 to Expense Account Number 271-40-400-452.49007 "Salary Charges from Other Departments" to be funded from Fund 271 "REAP Revenue" and to accept the REAP grant revenue to provide the necessary funding for completing a Fair Housing Assessment for the Housing Element Update

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



City Council Staff Report

January 24, 2023

From: Erik Schulze, Public Works Director

Prepared by: Mark Crivelli, Recreation Supervisor

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an Agreement with Turlock Umpire Group to officiate adult, City league softball games, for a period of three (3) years, in an amount not to exceed \$147,000 from account number 110-61-624.43724 "Reimburse Sports Officials"

2. SYNOPSIS:

Approving an Agreement with Turlock Umpire Group for adult, city league softball sanctioned officials for a three (3) year term.

3. DISCUSSION OF ISSUE:

The City of Turlock and Turlock Umpire Group (TUG) have successfully partnered for more than twenty (20) years with TUG providing all officiating services for the City league adult softball program. Both entities have a desire to continue working together for the next three (3) years.

The City of Turlock requires officials for adult softball games that take place at Pedretti Park. The City of Turlock registers teams through USA Softball for all league activities. TUG registers and maintains valid officials sanctioned with USA softball to umpire for the City of Turlock adult league games.

The City of Turlock and TUG have mutually agreed upon the terms of the agreement. The City of Turlock will provide TUG with the league schedules and TUG will staff all scheduled games. TUG will submit monthly invoices to the City of Turlock to remit payment. The term of this contract will be for three (3) years and shall not exceed \$147,000.

4. BASIS FOR RECOMMENDATION:

- A. The size and shape of Pedretti park softball fields are compatible with USA Softball regulations.
- B. To further comply with USA Softball regulations, leagues must use sanctioned USA Softball umpires.
- C. Turlock Umpire Group is the only local organization that provides sanctioned USA Softball umpires.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The City of Turlock will pay the Turlock Umpire Group monthly according to invoices submitted to the City of Turlock. Invoices will be determined by the number of games played each night during the month. Invoices will be paid through account number 110-61-624.43724 "Reimburse Sports Officials". Costs are offset through revenue generated from program registration fees. No additional monies are required for this program.

6. STAFF RECOMMENDATION:

Recommend Approval

7. CITY MANAGER'S COMMENTS:

Recommend Approval

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Council could choose to deny the contract with the Turlock Umpire Group. Staff does not recommend this alternative because the non-sanctioned officials will make the City out of compliance for league play with the USA softball.

10. ATTACHMENTS:

- A. Draft Resolution
- B. Agreement 23-079 with Turlock Umpire Group

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN
AGREEMENT WITH TURLOCK UMPIRE
GROUP TO OFFICIATE ADULT, CITY
LEAGUE SOFTBALL GAMES, FOR A PERIOD
OF THREE (3) YEARS, IN AN AMOUNT NOT
TO EXCEED \$147,000 FROM ACCOUNT
NUMBER 110-61-624.43724 "REIMBURSE
SPORTS OFFICIALS"

}
}
}
}
}
}
}
}
}
}

RESOLUTION NO. 2023-

WHEREAS, The City of Turlock and Turlock Umpire Group have successfully partnered for more than twenty (20) years; and

WHEREAS, Turlock Umpire Group is the only local organization that provides sanctioned USA Softball officials to officiate City league softball games at Pedretti Park; and

WHEREAS, the City of Turlock and Turlock Umpire Group mutually agree upon the terms of the agreement officiating City league softball games at Pedretti Park.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve an Agreement with Turlock Umpire Group to officiate adult, City league softball games, for a period of three (3) years, in an amount not to exceed \$147,000 from account number 110-61-624.43724 "Reimburse Sports Officials".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



**AGREEMENT FOR SERVICES
between
THE CITY OF TURLOCK
and
TURLOCK UMPIRE GROUP
for
ADULT SOFTBALL OFFICIALS
CONTRACT NO. 23-079**

THIS AGREEMENT is made this 24th day of January, 2023, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **TURLOCK UMPIRE GROUP**, an officiating provider, hereinafter referred to as "INDEPENDENT CONTRACTOR."

WITNESSETH:

WHEREAS, CITY has a need for Officials for Adult Softball; and

WHEREAS, INDEPENDENT CONTRACTOR has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

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

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

2. PERSONNEL AND EQUIPMENT: INDEPENDENT CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. INDEPENDENT CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as INDEPENDENT CONTRACTOR shall reasonably require to accomplish said Services. INDEPENDENT CONTRACTOR and any and all of its employees who will provide services to CITY under this Agreement shall be background checked by USA Softball prior to services being provided. INDEPENDENT CONTRACTOR shall be solely responsible for the cost of background checks by USA Softball.

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 INDEPENDENT CONTRACTOR in accordance with Agreement as full remuneration for performing all Services and furnishing all staffing and materials called for in Agreement and for performance by INDEPENDENT CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the total amount of this Agreement exceed One Hundred Forty-Seven Thousand and No/100^{ths} Dollars (\$147,000.00). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices:

(1) The CITY will collect all program registration fees. INDEPENDENT CONTRACTOR is not authorized to collect program fees. Following the collection of fees from registration, CITY shall confirm the number of games needing officials. INDEPENDENT CONTRACTOR will be compensated only for games officiated. INDEPENDENT CONTRACTOR will submit an invoice to CITY each month for payment of the officiated games.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by the CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days after the program ends.

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

(3) CITY will pay INDEPENDENT CONTRACTOR for services based on the following schedule:

Stand - by Official	\$16.00-\$18.00 per day
Single Official - 65 minute game	\$35.00-\$37.00 per game
Two Officials - 75 minute game	\$56.00-\$60.00 per game
(Schedule payment is set at first amount in range and set to increase by \$1 each year of the agreement; not to exceed the highest amount)	

(c) Non-Appropriation of Funds:

(1) Payment due and payable to INDEPENDENT CONTRACTOR for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the CITY has not appropriated sufficient funds for payment of INDEPENDENT CONTRACTOR services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

5. TERM OF AGREEMENT: This Agreement shall become effective January 24, 2023 and end January 24, 2026, subject to CITY's availability of funds.

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

(a) Minimum Scope of Insurance: When applicable, coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: INDEPENDENT CONTRACTOR shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: Intentionally omitted, see attached form.

(4) Errors and Omissions/Professional Liability: Intentionally omitted.

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

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of INDEPENDENT CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of INDEPENDENT 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 INDEPENDENT CONTRACTOR insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

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

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

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

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

(g) Waiver of Subrogation: With the exception of professional liability, INDEPENDENT CONTRACTOR hereby agrees to waive subrogation which any insurer of INDEPENDENT CONTRACTOR may acquire from INDEPENDENT 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 INDEPENDENT CONTRACTOR, its agents, employees, independent contractors and subcontractors. INDEPENDENT CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: INDEPENDENT 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.

7. INDEMNIFICATION:

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

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

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

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

INDEPENDENT CONTRACTOR shall determine the method, details and means of performing the work and services to be provided by INDEPENDENT CONTRACTOR under this Agreement. INDEPENDENT CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the INDEPENDENT CONTRACTOR in fulfillment of this Agreement. INDEPENDENT CONTRACTOR has control over the manner and means of performing the services under this Agreement. INDEPENDENT CONTRACTOR is permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, INDEPENDENT CONTRACTOR has the responsibility for employing other persons or firms to assist INDEPENDENT CONTRACTOR in fulfilling the terms and obligations under this Agreement.

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

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

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

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

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

10. 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 INDEPENDENT CONTRACTOR, (2) legal dissolution of INDEPENDENT CONTRACTOR, or (3) death of key principal(s) of INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used and/or provided by INDEPENDENT CONTRACTOR in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California. INDEPENDENT CONTRACTOR its agents, officers and employees who violate local, state, or federal laws aimed at protecting children are ineligible to provide services under this Agreement.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, INDEPENDENT CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. INDEPENDENT CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. INDEPENDENT CONTRACTOR shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, INDEPENDENT CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. INDEPENDENT CONTRACTOR shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. INDEPENDENT CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, INDEPENDENT CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

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

16. OWNERSHIP OF DOCUMENTS: Any and all reports, data, computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other incidental work or materials gathered, furnished or prepared by Contractor in performance of this Agreement, shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the INDEPENDENT CONTRACTOR for purposes other than this contract without the express prior written consent of CITY. Such work product shall be transmitted to CITY within ten (10) days after a written request. INDEPENDENT CONTRACTOR may retain copies of such products. All written documents that are intended for public review shall be provided to City in a format suitable for posting on the internet.

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

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

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

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

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

21. 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.

22. 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.

23. 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 INDEPENDENT CONTRACTOR's charges to CITY under this Agreement.

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

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

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

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

27. CITY BUSINESS LICENSE: INDEPENDENT CONTRACTOR will have a City of Turlock business license.

28. DRIVER LICENSE: INDEPENDENT CONTRACTOR will have a valid California Driver License.

29. TAXPAYER IDENTIFICATION NUMBER: INDEPENDENT CONTRACTOR shall provide the City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.

30. ASSIGNMENT: This Agreement is binding upon CITY and INDEPENDENT CONTRACTOR and their successors. Except as otherwise provided herein, neither CITY nor INDEPENDENT CONTRACTOR 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: INDEPENDENT CONTRACTOR shall maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. INDEPENDENT CONTRACTOR shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

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

33. RIGHT TO UTILIZE OTHERS: CITY reserves the right to utilize other to perform work similar to the services provided hereunder

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

35. 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:

INDEPENDENT

CONTRACTOR: TURLOCK UMPIRE GROUP
ATTN: BRIAN WATKINS, ASSIGNER
849 MAGNETITE WAY
WATERFORD, CA 95386
PHONE: (209) 614-1472
FAX: N/A

CITY: CITY OF TURLOCK
ATTN: ERIK SCHULZE
PUBLIC WORKS DEPARTMENT
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5456
PHONE: (209) 668-5594 Ext. 4601
FAX: (209) 668-5619

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

Mark Crivelli
City of Turlock
144 S. Broadway
Turlock, California 95380-5456
Telephone: (209) 668-6003
E-mail: mcrivelli@turlock.ca.us

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

TURLOCK UMPIRE GROUP

By: Steven F. Jones

Title: President

Print Name: Steven F. Jones

Date: 1/12/23

CITY OF TURLOCK, a municipal corporation

By: _____

Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

Date: _____

ATTEST:

By: _____

Julie Christel, City Clerk

Date: _____

SCOPE OF SERVICES

PERFORMANCE OF DUTIES

INDEPENDENT CONTRACTOR agrees to provide various officials for adult softball program, to the sole reasonable satisfaction of the City of Turlock Public Works Director or his/her designee. **INDEPENDENT CONTRACTOR** shall (1) furnish services to CITY at such times and locations as are mutually agreeable to the parties, (2) perform such duties in a skillful and competent manner, (3) shall abide by all laws in doing so, (4) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by CITY and (5) maintain field area in a clean, safe and orderly manner.

SUBCONTRACTORS

In the event an **INDEPENDENT CONTRACTOR** will not be able to officiate due to illness or some other reason beyond the control of the **INDEPENDENT CONTRACTOR**, **INDEPENDENT CONTRACTOR** will implement the following procedure:

INDEPENDENT CONTRACTOR will secure a substitute contractor equally or better qualified to officiate program at the scheduled time and place.

SUPERVISION

INDEPENDENT CONTRACTOR agrees to establish appropriate rules for conducting the sporting event and to assume responsibility for officials discipline to ensure adequate protection for players and facility.

FACILITY

INDEPENDENT CONTRACTOR agrees to assume full responsibility for setting up any facility for instruction and for cleaning and restoring the facility to its usual condition following each training session. This includes properly securing all doors and windows upon exiting the facility. City representatives shall at all times have access to facility, whenever training is in progress to monitor programs for quality.

CONDUCT

INDEPENDENT CONTRACTOR understands the City of Turlock is a public entity under the California Government Code and the Constitution of the State of California, and CITY's purpose in engaging **INDEPENDENT CONTRACTOR** is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun and fair play. **INDEPENDENT CONTRACTOR** agrees to conduct himself/herself in a manner that will further these goals. **INDEPENDENT CONTRACTOR** further acknowledges failure to do so will result in immediate termination of this agreement.

COORDINATION OF WORK

INDEPENDENT CONTRACTOR agrees to coordinate with CITY's specified time(s) and date(s) in order to avoid conflict of use. It is agreed the resolution of any conflict is at the sole discretion of the City's Public Works Director or his/her designee. **INDEPENDENT CONTRACTOR** agrees to work with assigned City staff to maintain accurate enrollment records.

City Council Staff Report

January 24, 2023



From: Miguel Pacheco, Police Captain

Prepared by: Miguel Pacheco, Police Captain
Julie Christel, City Clerk

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

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

2. SYNOPSIS:

On July 9, 2021, Interim (now Deputy) City Manager Sarah Tamey Eddy, in her role as the Director of Emergency Services, proclaimed a Local Emergency in response to the Unsheltered Homeless Crisis within the City of Turlock, which was ratified by the Turlock City Council on July 13, 2021.

Pursuant to the City of Turlock Emergency Operations Plan section 5.1.3, the governing body shall review the need for continuing the local emergency at regularly scheduled board (City Council) meetings at least once every 60 days until the governing body terminates the local emergency at the earliest possible date that conditions warrant an unsheltered homeless crisis continues to exist; therefore, staff recommends City Council reaffirm the emergency declaration.

3. DISCUSSION OF ISSUE:

In recent years, the City of Turlock has experienced an increase in the numbers of unsheltered homeless and the emergence of significant homeless encampments.

On March 14, 2021, the City's Director of Emergency Services (Acting City Manager) issued a Proclamation of the Existence of a Local Emergency declaring a local emergency related to the Unsheltered Homeless and Encampments Crisis ("UHEC") in the City described in that proclamation which was ratified by the City Council on March 16, 2021.

During the UHEC Local Emergency, the City engaged in extensive efforts of education and the offering of social services and emergency shelter ("Outreach Efforts") to the unsheltered homeless, especially those in significant homeless encampments. Those

Outreach Efforts alleviated the portion of the local emergency related to large encampments but have not resolved the portion of the local emergency related to the continuing emergency of unsheltered homeless individuals and families. On July 13, 2021, the Turlock City Council voted to terminate the Local Emergency in response to the Unsheltered Homeless and Encampment Crisis (UHEC) ratified by City Council on March 16, 2021.

Turlock Municipal Code Section 4-2-105(c)(1) authorizes the City Manager, serving as the Director of Emergency Services, to issue a Proclamation of a Local Emergency if the City Council is not in session. The Proclamation by the City Manager must then be ratified by the City Council within seven (7) days thereafter, or the proclamation shall have no further force or effect.

Turlock Municipal Code Section 4-2-106(a) authorizes the City Manager, serving as the Director of Emergency Services, to make and issue rules and regulations on matters related to the protection of life and property.

On July 9, 2021, Interim City Manager Sarah Tamey Eddy in her role as the Director of Emergency Services, proclaimed a Local Emergency in response to the Unsheltered Homeless Crisis within the City of Turlock, which was ratified by the Turlock City Council on July 13, 2021.

Also, on July 9, 2021, Interim City Manager Sarah Tamey Eddy executed Rules and Regulations No. 1 Made and Issued Under the Proclamation of a Local Emergency in Response to the Unsheltered Homeless Crisis on July 9, 2021, which were confirmed by the Turlock City Council on July 13, 2021.

City staff from all City Departments are prepared and continue to engage in an ongoing effort designed to reverse the trend of increasing unsheltered homelessness within the City of Turlock while a comprehensive planning effort continues to develop longer-term strategies and preventive measures to assist unsheltered homeless individuals and families.

In addition to offering emergency shelter to unsheltered individuals and families, a primary focus of this local emergency will be to connect homeless individuals and families with an array of social services and to attempt to reconnect homeless individuals with their families.

By declaring a local emergency, the City can obtain additional resources, establish an immediate plan, and respond quickly to urgent situations. This will minimize disruptions and allow the City to focus on day-to-day operations while addressing the Unsheltered Homeless Crisis as effectively and efficiently as possible.

In addition, pursuant to the City of Turlock Emergency Operations Plan section 5.1.3, the governing body shall review the need for continuing the local emergency at regularly scheduled board (City Council) meetings at least once every 60 days until the governing body terminates the local emergency at the earliest possible date that conditions warrant.

4. BASIS FOR RECOMMENDATION:

Pursuant to the City of Turlock Emergency Operations Plan section 5.1.3, the governing body shall review the need for continuing the local emergency at regularly scheduled board (City Council) meetings at least once every 60 days until the governing body terminates the local emergency at the earliest possible date that conditions warrant. In addition, pursuant to Turlock Municipal Code Section 4-2-106(a), rules and regulations made and issued by the Director of Emergency Services must be considered for confirmation by the City Council.

5. FISCAL IMPACT / BUDGET AMENDMENT:

None by this action. Funding was appropriated for this Local Emergency during the July 13, 2021 City Council Meeting.

6. STAFF RECOMMENDATION:

Recommend Approval.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. The City Council may choose not to adopt the resolution; however, this alternative is not recommended. The City Council is required to review the need for continuing the local emergency at least every 60 days. An unsheltered homeless crisis continues to exist; therefore, necessitating the continuance of the local emergency. In addition, under the cited municipal code provisions, the City Council must consider confirming any rules and regulations made and issued during a local emergency.

10. ATTACHMENTS:

A. Draft Resolution

- a. Exhibit A – City of Turlock Proclamation of the Existence of a Local Emergency
- b. Exhibit B – City of Turlock Rules and Regulations No. 1 Made and Issued Under the Proclamation of a Local Emergency in Response to the Unsheltered Homeless Crisis

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REAFFIRMING THE	}	RESOLUTION NO. 2023-XXX
PROCLAMATION OF A LOCAL EMERGENCY	}	
IN RESPONSE TO A CONTINUING	}	
UNSHELTERED HOMELESS CRISIS (UHC)	}	
WITHIN THE CITY OF TURLOCK AND	}	
CONFIRMING RULES AND REGULATIONS NO. 1	}	
MADE AND ISSUED BY INTERIM CITY	}	
MANAGER SARAH TAMEY EDDY	}	
(DIRECTOR OF EMERGENCY SERVICES)	}	
	}	

WHEREAS, the City of Turlock in recent years has experienced an increase in the numbers of unsheltered homeless and the emergence of significant homeless encampments; and

WHEREAS, homelessness is one of the most important and pervasive challenges facing the State of California and California counties and cities; and

WHEREAS, on March 14, 2021, the City's Director of Emergency Services (Acting City Manager) issued a Proclamation of the Existence of a Local Emergency declaring a local emergency related to the Unsheltered Homeless and Encampments Crisis ("UHEC Local Emergency") in the City described in that proclamation which was ratified by the City Council on March 16, 2021; and

WHEREAS, during the UHEC Local Emergency, the City engaged in extensive efforts of education and the offering of social services and emergency shelter ("Outreach Efforts") to the unsheltered homeless, especially those in significant homeless encampments; and

WHEREAS, those Outreach Efforts alleviated the portion of the local emergency related to large encampments but have not resolved the portion of the local emergency related to the continuing emergency of unsheltered homeless individuals and families; and

WHEREAS, there remains a real and present danger to the health, safety, and welfare of the unsheltered homeless; and

WHEREAS, these aforementioned factors as well as others detailed in the attached proclamation constitute a local Unsheltered Homeless Crisis ("UHC") that requires continuing and immediate emergency action; and

WHEREAS, on December 18, 2018, the City Council of the City of Turlock declared a shelter crisis pursuant to Government Code Section 8698 et seq. which is still in effect; and

WHEREAS, City staff from all City Departments are prepared to continue to engage in an ongoing effort designed to reverse the trend of increasing homelessness within the City of Turlock during the UHC while a comprehensive planning effort continues

to develop longer-term strategies and preventive measures to assist unsheltered homeless individuals and families; and

WHEREAS, in addition to offering emergency shelter to unsheltered individuals and families, a primary focus of this local emergency will be to connect homeless individuals and families with an array of social services and to attempt to reconnect homeless individuals with their families; and

WHEREAS, Interim City Manager Sarah Tamey Eddy, in her role as the Director of Emergency Services, issued a Proclamation of Existence of a Local Emergency in response to the UHC on July 9, 2021 (Exhibit "A") and also issued Rules and Regulations No.1 related to the UHC local emergency (Exhibit "B").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock finds as follows:

1. Pursuant to Government Code section 8630 and section 4-2-105 of the Turlock Municipal Code, the Proclamation of Existence of a Local Emergency issued by the Director of Emergency Services on July 9, 2021 is hereby ratified.
2. Pursuant to section 4-2-106 and section 9-1-112 of the Turlock Municipal Code, Rules and Regulations No. 1 Made and Issued Under the Proclamation of a Local Emergency in Response to the UHC by the Director of Emergency Services (Interim City Manager) of the City is hereby confirmed and ratified and deviations therein from Title 9 of the Turlock Municipal Code are authorized.
3. During the existence of the local emergency, the powers, functions, and duties of the Director of Emergency Services (City Manager) and the emergency organization of the City shall be those prescribed by State law, the ordinances and resolutions of the City, and the City of Turlock Emergency Plan.
4. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January, 2023, by the following vote:

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

ATTEST:

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

CITY OF TURLOCK

Proclamation of the Existence of a Local Emergency

By the Director of Emergency Services (Interim City Manager) of the City of Turlock

WHEREAS, section 4-2-105 of the Turlock Municipal Code pursuant to California Government Code Section 8630 empowers the City Manager as the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency in the City of Turlock (the "City") if the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

WHEREAS, homelessness is one of the most important and pervasive challenges facing the State of California and California counties and cities; and

WHEREAS, there is no single approach that can apply to each local jurisdiction in California, whether a county or city; and

WHEREAS, on March 14, 2021, the City's Director of Emergency Services (Acting City Manager) issued a Proclamation of the Existence of a Local Emergency declaring a local emergency related to the Unsheltered Homeless and Encampments Crisis in the City described in that proclamation; and

WHEREAS, on March 16, 2021, the City Council of the City of Turlock ratified the March 14th Proclamation of the Existence of a Local Emergency by the City's Director of Emergency Services (Acting City Manager); and

WHEREAS, at the time of the proclamation and ratification of the local emergency related to the Unsheltered Homeless and Encampments Crisis, City officials believed that, and input from residents, citizens, and taxpayers in the City indicated that, the number of significant homeless encampments in the City (which, among other qualifying factors, are defined in size as gatherings of ten (10) or more persons) had increased since the start of 2020; and

WHEREAS, since the March 14th Proclamation of the Existence of a Local Emergency and the March 16th ratification of such local emergency by the City Council, the City has engaged in, and coordinated with partners such as the County of Stanislaus and current homeless shelter providers, extensive efforts of education and the offering of social services and emergency shelter ("Outreach Efforts") to the unsheltered homeless, especially those in significant homeless encampments; and

WHEREAS, these Outreach Efforts have alleviated the portion of the local emergency related to significant homeless encampments but have not resolved the portion of the local emergency related to the continuing emergency of unsheltered homeless individuals and families; and

WHEREAS, the City has begun but not completed a comprehensive planning effort to provide longer-term strategies and preventive measures to assist unsheltered homeless individuals and families; and

WHEREAS, individuals and families living in substandard, unhealthy, unsafe, illegal, and temporary conditions threaten the health and safety of those individuals and families living therein; and

WHEREAS, individuals living in substandard, unhealthy, unsafe, illegal, and temporary conditions have overwhelmed our limited City resources and have a devastating impact upon these unsheltered communities as well as our community at large; and

WHEREAS, the previous presence of significant homeless encampments created a real and present danger to the health, safety, and welfare not only to the individuals and families in these encampments, but also to the health, safety, and welfare of the community at large, especially those persons who lived, worked, or engaged in other lawful activities adjacent to or near a significant homeless encampment; and

WHEREAS, the City has a proper governmental interest in preventing the re-emergence of significant homeless encampments while it continues Outreach Efforts to assist unsheltered homeless individuals and families and develops a comprehensive plan to provide longer-term strategies and preventive measures to assist unsheltered homeless individuals and families; and

WHEREAS, the health, safety, and welfare of City residents, citizens, taxpayers, students, retirees, business owners, employees, workers, independent contractors, visitors, and staff are of utmost importance to the City, and additional future measures may be needed to protect the community; and

WHEREAS, the existing conditions described above constitute a local Unsheltered Homeless Crisis and constitute an emergency as defined in Turlock Municipal Code section 4-2-102 that requires immediate emergency action; and

WHEREAS, the City cannot address the local Unsheltered Homeless Crisis above without additional resources from other governmental jurisdictions and non-governmental entities, especially to provide the resources necessary to shelter the unsheltered individuals and families who are homeless, and offer and provide an array of social services that can assist in addressing the underlying challenges involved in being homeless and in reconnecting the homeless with their families; and

WHEREAS, declaring a local emergency allows additional resources to flow into the City in a timely fashion and allows the City to coordinate the provision of such resources; and

WHEREAS, the Interim City Manager as the Director of Emergency Services of the City of Turlock hereby finds that:

- The efforts required to prepare for, respond to, mitigate, and recover from the upward trend of unsheltered homeless individuals and families have imposed, and continue to impose, extraordinary demands on the City, requiring diversion from day-to-day operations; and
- In addition to the above facts, conditions or threatened conditions caused by unsheltered homeless individuals and families, and the potential re-emergence of significant homeless encampments, include, but are not limited to, environmental waste, hazardous materials, illegal activity, unsanitary environments, rodentia, vermin, and other pests, and the spread of diseases including COVID-19 and its variants, give rise to conditions of extreme peril to the safety of persons and property within the City, including most urgently the unsheltered homeless individuals and families; and

- The re-emergence of significant homeless encampments on private and public property would cause an immediate threat to the health and safety of unsheltered individuals and families in the encampments and also to others throughout the City, and the prevention of such re-emergence will require concentrated focus and action and may require the promulgation of orders and regulations to protect life and property; and
- These conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of the City; and
- At the time of this proclamation, the City Council is not in session, and cannot be called into session.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists in the City of Turlock.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of the local emergency, the powers, functions, and duties of the Director of Emergency Services (City Manager) and the emergency organization of the City shall be those prescribed by State law, the ordinances and resolutions of the City, and the City of Turlock Emergency Plan.

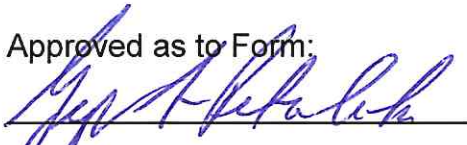
IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall expire unless ratified by the City Council within seven (7) days of this proclamation.

Dated: July 9, 2021



Sarah Tamey Eddy,
Director of Emergency Services / Interim City Manager

Approved as to Form:



George A. Petrulakis,
Interim City Attorney

CITY OF TURLOCK

Rules and Regulations No. 1 Made and Issued Under the Proclamation of a Local Emergency in Response to the Unsheltered Homeless Crisis

By the Director of Emergency Services (Interim City Manager) of the City of Turlock

WHEREAS, section 4-2-105 of the Turlock Municipal Code pursuant to California Government Code Section 8630 empowers the City Manager as the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency ("Local Emergency") in the City of Turlock (the "City") if the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

WHEREAS, Interim City Manager Sarah Tamey Eddy, in her role as the Director of Emergency Services ("Director of Emergency Services"), proclaimed a Local Emergency in response to the Unsheltered Homeless Crisis on July 9, 2021 ("UHC Local Emergency"); and

WHEREAS, section 4-2-106 of the Turlock Municipal Code authorizes the Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by the UHC Local Emergency so long as such rules and regulations are confirmed by the City Council; and

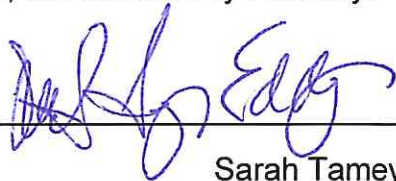
WHEREAS, the Director of Emergency Services has determined that certain rules and regulations must be made and issued on matters necessary to protect life and property as affected by the UHC Local Emergency.

NOW, THEREFORE, MADE AND ISSUED BY THE DIRECTOR OF EMERGENCY SERVICES are the following rules and regulations in response to the UHC Local Emergency:

- (1) These rules and regulations shall be referred to as the "RULES AND REGULATIONS NO. 1 MADE AND ISSUED UNDER THE PROCLAMATION OF A LOCAL EMERGENCY IN RESPONSE TO THE UNSHELTERED HOMELESS CRISIS" which may be abbreviated as "2021 UHC RULES AND REGULATIONS NO. 1."
- (2) As to use for additional sheltering under the UHC Local Emergency at the Turlock Gospel Mission facilities at 437 South Broadway Street, Stanislaus County APN 043-049-030 and the adjacent vacant lot commonly known as Stanislaus County APN 043-049-002 ("Turlock Gospel Mission"):
 - (a) Through the City's Minor Administrative Agreement process, the Turlock Gospel Mission has been approved for eighty (80) beds and associated facilities. A Temporary Conditional Occupancy letter issued by the City with any necessary conditions shall be required prior to Turlock Gospel Mission providing bed spaces in the areas commonly known as the Dining Room and Seminar Room.
 - (b) If the Turlock Gospel Mission desires to utilize the Dining Room and Seminar Room for a time longer than the existence of the Local Emergency, it shall be required to obtain a Final Occupancy Permit in accordance with the City's ordinary final inspection process.

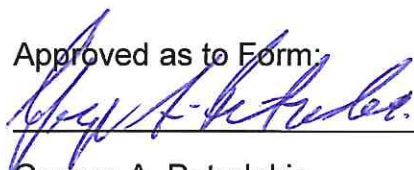
- (c) An allowance for pets in a number greater than the established limits identified in Turlock Municipal Code Section 6-1-105 and without a kennel license shall be allowed on a temporary basis.
 - (d) Use of the area commonly known as the Patio Area for temporary shelter spaces shall only be allowed after further consultation by Turlock Gospel Mission with the City and issuance by City of an approval in addition to these 2021 UHC RULES AND REGULATIONS NO. 1.
 - (e) Use of the adjacent vacant lot commonly known as APN 043-049-002 for temporary shelter spaces shall only be allowed after further consultation by Turlock Gospel Mission with the City and issuance by City of an approval in addition to these 2021 UHC RULES AND REGULATIONS NO. 1.
- (3) As to use for additional sheltering under the UHC Local Emergency at the We Care facilities at 219 South Broadway Street and 213 South Broadway Street ("We Care"):
- (a) If We Care desires to use its facilities for temporary emergency shelter for a number of beds exceeding its current approval through the City's Minor Administrative Agreement process, a Temporary Conditional Occupancy letter issued by the City with any necessary conditions shall be required prior to such use.
 - (b) An allowance for pets in a number greater than the established limits identified in Turlock Municipal Code Section 6-1-105 and without a kennel license shall be allowed on a temporary basis.
- (4) City staff is authorized to cooperate with emergency shelter providers and state and other local governments, special districts and non-governmental entities to provide additional temporary emergency sheltering facilities.
- (5) As to contracts entered into under the Local Emergency, in addition to the other contracting powers allowed under the Local Emergency, the Interim City Manager/Director of Emergency Services may enter into agreements related to the Local Emergency without strict compliance with any CITY insurance and indemnity requirements after review by, and consultation with, the Interim City Attorney.

Dated: July 9, 2021



Sarah Tamey Eddy,
Director of Emergency Services / Interim City Manager

Approved as to Form:



George A. Petrulakis,
Interim City Attorney

City Council Staff Report

January 24, 2023



From: Reagan M. Wilson, City Manager

Prepared by: Reagan M. Wilson, City Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager to enter into an agreement with Stephanie McGann Jantzen to provide contract Public Information Officer services.

2. SYNOPSIS:

Staff is requesting City Council approval to enter into an agreement with Stephanie McGann Jantzen to provide contract Public Information Officer communication services.

3. DISCUSSION OF ISSUE:

On September 14, 2022, the City of Turlock (City) entered into an agreement with Ms. Jantzen, under the limited authority of the City Manager, to provide Strategic Communications Consulting services. The term of that agreement was for three and one-half months, which ended on December 31, 2022, for a total cost of \$48,750.

Based on the work that Ms. Jantzen did for the City and continued business needs of the City for Ms. Jantzen's services, the City Manager is recommending approval to enter into another agreement with Ms. Jantzen from January 1, 2023 until the end of the fiscal year, June 30, 2023, at a cost of \$12,500 per month and \$200 per hour for crisis management/communication. Under the proposed agreement, Ms. Jantzen will provide contract Public Information Officer services. A list of the proposed duties that Ms. Jantzen will be performing under the new agreement is included with this staff report as Exhibit A to the agreement for professional services (Attachment B).

4. BASIS FOR RECOMMENDATION:

Enhance the City's project management and strategic communication services to improve communication and engagement with key stakeholders including the City residents.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The City began using Ms. Jantzen's consulting services on September 14, 2022 under the authority of the City Manager not to exceed \$50,000. This request is to continue using Ms. Jantzen's services from January 1, 2023 until June 30, 2023 for a not to exceed amount of \$77,000, which will be paid from Fund 110 "General" account 110-10-112.43060_000 "Contract Services General". Appropriate funds were allocated during the fiscal year 2022-2023 budget adoption. Therefore, no additional appropriation is necessary.

6. STAFF RECOMMENDATION:

N/A.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

N/A

10. ATTACHMENTS:

- A. Draft Resolution
- B. Professional Services Agreement
 - Exhibit A: List of proposed duties

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CITY	}	RESOLUTION NO. 2023-
MANAGER TO ENTER INTO AN AGREEMENT	}	
WITH STEPHANIE MCGANN JANTZEN TO	}	
TO PROVIDE CONTRACT PUBLIC	}	
INFORMATION OFFICER SERVICES	}	

WHEREAS, on September 14, 2022, the City entered into an agreement with Ms. Jantzen, under the limited authority of the City Manager, to provide Strategic Communications Consulting services. The term of that agreement was for three and one-half months, which ended on December 31, 2022, for a total cost of \$48,750; and

WHEREAS, based on the work that Ms. Jantzen did for the City and continued business needs of the City for Ms. Jantzen's services, there is a desire to continue Ms. Jantzen's services from January 1, 2023 until the end of the fiscal year on June 30, 2023; and

WHEREAS, under the new agreement, Ms. Jantzen will provide contract Public Information Officer services, which is outlined in Ms. Jantzen's proposal included with the agreement as Exhibit A; and

WHEREAS, the basis for the request is to enhance the City's project management and strategic communication services to improve communication and engagement with key stakeholders including City residents; and

WHEREAS, the City Manager is recommending approval to enter into another agreement with Ms. Jantzen as requested from January 1, 2023 until June 30, 2023 for a not to exceed amount of \$77,000.

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

1. Authorizing the City Manager to enter into an agreement with Stephanie McGann Jantzen to provide contract Public Information Officer services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January 2023, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
STEPHANIE MCGANN JANTZEN
for
PROFESSIONAL SERVICES**

City Project No. _____

THIS PROFESSIONAL SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Stephanie McGann Jantzen, a Strategic Communications Consultant, (“Consultant”) on this 1st day of January 2023 (the “Effective Date”). City and Consultant may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire a consultant to perform professional services related to contract Public Information Officer services to improve communication and engagement with City residents.

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

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

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

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

AGREEMENT

1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 53 of this Agreement, Sections 1 through 53 shall prevail

2. Term. The term of this Agreement shall commence on the January 1, 2023 and terminate on June 30, 2023 (“Term”).

3. Extension of Agreement. {Intentionally Omitted}

4. Effective Date. This Agreement shall become retroactively effective to January 1, 2023 (the “Effective Date”).

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide City the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Consultant shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Consultant’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Consultant and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Consultant mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

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

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

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

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Consultant Services. City shall pay Consultant according to the rates and timing set forth in the Compensation Schedule. City's total compensation to Consultant under this Agreement and any Modifications shall not exceed Seventy-Seven Thousand Dollars (\$77,000.00) ("Maximum Payment"). Payment over the Maximum Payment require a new Agreement to be agreed to by the Parties.

6.2. Deposit. {Intentionally Omitted}

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

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

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

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

9. City Assistance to Consultant. {Intentionally Omitted}

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

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

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

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

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

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

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

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

13. Conformity with Law and Safety. Consultant shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable

CITY CONTRACT NO. 4

federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Consultant must be in accordance with these laws, ordinances, codes and regulations. Consultant's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Consultant shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Consultant 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 Consultant's subcontractor, if any; (c) name and address of Consultant's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

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

14. Contact by Consultant with Project Owner or Project Applicant.
{Intentionally Omitted}

15. Confidentiality. Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant 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").

Consultant 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 Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Consultant may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

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

16. Excusable Delays; Notice to Other Party of Delay. Consultant shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances,

insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Consultant. Force Majeure does not include: (a) Consultant's financial inability to perform; (b) Consultant's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Consultant's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Consultant.

17. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

18. Suspension of Services by City. City reserves the right to suspend Consultant's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Consultant notice of such suspension and Consultant shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Consultant, the Consultant shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Consultant's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Consultant shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Consultant during the period when Services were suspended.

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

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

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

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

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

20. Termination of Work by City for Its Convenience. City shall have the right to terminate this Agreement at any time for its convenience by giving 30-days written notice of such termination to Consultant. In the event City shall give such notice of termination, Consultant shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

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

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

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

21. Assurance of Performance. If, at any time, City believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Consultant for written

assurances of performance and a plan to correct observed deficiencies in Consultant's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

22. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Consultant did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Consultant'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 Consultant.

City shall not in any manner be liable for Consultant's actual or projected lost profits had Consultant completed the Services required by this Agreement. City shall pay Consultant for all services performed up to and including the cancellation date.

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

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

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

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

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

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

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

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

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

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

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

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

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

25.1. General Liability. Consultant shall carry general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

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

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

25.4. Commercial Automobile Liability. Consultant shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5. Waiver of Subrogation. With the exception of errors and omissions liability insurance, Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant 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 Consultant, its agents, employees, independent contractors, and subcontractors. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

27. Indemnification by Consultant. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Consultant shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its subcontractors), expense and liability to the extent they arise out of, pertain to, or relate to negligent acts or omissions of Consultant, or any direct or indirect subcontractor, employee, contractor, representative or agent of Consultant, or anyone that Consultant controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

29. Independent Contractor. At all times during the Term, Consultant shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Consultant performs the Services required under this Agreement. Consultant 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 Consultant. City shall have the right to control Consultant only insofar as the result of Consultant's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement.

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

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

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

If to City: **City of Turlock**
Attn: Isaac Moreno, Finance Director
156 S. Broadway, Suite 110
Turlock, CA 95380-5461

With courtesy copies to: **Petrulakis Law & Advocacy, APC**
Attn: George A. Petrulakis, City Attorney
P.O. Box 92
Modesto, California 95354

If to Consultant: **Stephanie Jantzen**
303 Felton Court
El Dorado Hills, CA
95762

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

Isaac Moreno, Finance Director
156 S. Broadway, Suite 110
Turlock, California 95380-5456
Telephone: (209) 668-6071
E-mail: imoreno@turlock.ca.us

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

35. Use of City Project Number. {Intentionally Omitted}

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

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

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

39. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering

into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

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

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

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

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

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

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

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

47. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

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

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

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

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

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

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

[Signatures on Following Page]

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

CONSULTANT

Stephanie Jantzen

By: _____

Print Name: Stephanie Jantzen

Title: Consultant

Date _____

CITY

**City of Turlock, a California
municipal corporation**

By: _____

Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Isaac Moreno, Finance Director

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

ATTEST:

By: _____

Julie Christel, City Clerk



January 8, 2023

TO: Reagan Wilson
City Manager, City of Turlock

FROM: Stephanie McGann Jantzen
Strategic Communications Consultant
Project Manager

Subject: City of Turlock – Senior Policy Advisor/Public Information Officer

Stephanie McGann Jantzen appreciates the opportunity to provide the City of Turlock with a proposal to provide senior level policy and project management, and strategic communications services. This proposal is based on my 90-day contract for Q4 of 2022, and based on that work and discovery, I am recommending the following contract services for the City.

Public Information Officer/Project Manager

Duties include but are not limited to:

- Content and feature build with contract website partner for best User Interface/User Experience (UI/UX)
- Coordination of communications strategies that promote the City of Turlock as the resource for information relevant to (and not limited to) residents, community-based organizations, businesses
- Managing and organizing multiple concurrent projects with various deadlines
- Create social media strategy to improve engagement and following utilizing best practices for citizen awareness and information
- Crisis communications support on as-needed basis
- Monitor and review the effectiveness of strategies
- Develop initiatives that that educate and disseminate information across the city
- Produce creative/technical writing around citywide outreach initiatives
- Media relations

- Provide support in the development of project plans and scopes of work
- Actively participate/coordinate strategic planning efforts resulting in supportive research and briefings on wide range of topics
- Develop options/alternatives, where relevant, and coordinate findings; prepare and deliver written and oral presentations as requested
- Manage special projects of strategic significance as needed

KNOWLEDGE REQUIRED BY THE POSITION

- Mastery knowledge and experience in problem solving, and negotiation strategies, to conduct in-depth research and analysis. Mastery knowledge of advanced project management concepts, practices, and methodologies. Demonstrated ability to plan and coordinate multiple projects simultaneously.
- Superior skill in applying sound judgment in analysis and in deriving logical conclusions. Demonstrated ability to be responsive to numerous concurrent requests and establish priorities to advance a large body of work. Demonstrated ability to engage and convene diverse stakeholder groups.
- Outstanding communication skills in written and oral presentations, and in developing and adapting materials for specific and diverse audiences. Ability to write extensive memoranda, position papers, and reports in a clear, concise, and timely fashion, with minimal editing required.
- Skill in establishing and maintaining effective working relationships with organizational staff, individuals, and interest groups.
- Proven track record of public-facing communications and 10 years or more of experience in municipal and state government.
- Experience in public speaking, working with community groups and speaking on behalf of elected officials and executives.
- Project Management Experience

BUDGET/Three Month Engagement (January 1 – June 30)

\$12,500/monthly

\$200/hourly Crisis Management/Crisis Communications (i.e. Critical Incident, Law Enforcement, City-Wide Disaster Management Communications)

City Council Staff Report

January 24, 2023



From: Erik Schulze, Public Works Director

Prepared by: Tania Hernandez, Staff Services Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Amendment No. 2 to the Professional Services Agreement for City Engineer Services (City Contract No. 2023-13) with SNG & Associates, Inc., of Pleasanton, California, increasing the contract not to exceed by \$300,000 and bringing the contract total to \$500,000

2. SYNOPSIS:

This action will amend the existing agreement with SNG & Associates, Inc. to increase the contract not to exceed amount to \$500,000 for on-call City Engineer services.

3. DISCUSSION OF ISSUE:

The City Engineer position is vital & necessary to the City of Turlock as it directs engineering operations and ensures compliance with laws, ordinances, and City standards and policies. The City has had a continuous recruitment for the position of City Engineer since November 2021 that to date has been unsuccessful. To fulfill the essential duties, a Professional Services Agreement (City Contract No. 2023-13) was executed with SNG & Associates, Inc. (SNG) after advertising a Request for Qualifications and careful review of the submitted proposals.

Since the execution of City Contract No. 2023-13 on July 1, 2022, SNG has provided professional engineering services associated with the duties of a City Engineer as required by State law and the Turlock Municipal Code (TMC). Such services include:

- Reviewing development plans for onsite and offsite improvements including grading and drainage plans
- Providing quality assurance/quality control to ensure projects meet City standards
- Reviewing entitlements and applications for development projects including conditions of approval

- Ensuring compliance with Phase II MS4 NPDES General Permit by the State Water Board including review of Erosion & Sediment Control Plans (ESCPs) and Storm Water Pollution Prevention Plans (SWPPPs)
- Reviewing capital improvement projects (CIP) and specifications
- Reviewing traffic engineering plans and assistance with traffic-related issues
- Reviewing subdivision maps, parcel maps, and lot line adjustments
- Acting as the Engineer of Work for the formation of assessment districts and benefit assessment areas
- Participating in the City's Pre-Development meetings

Below is the summary of City Contract No. 2013-13 including the list of monthly invoices received by the City for the aforementioned services:

	City Council Approval	Amount
Original Agreement	July 1, 2022 pursuant to TMC 2-7-08(e)	\$ 50,000
Amendment No. 1	October 11, 2022	\$ 150,000
Amendment No. 2	January 24, 2023 (Pending Approval)	\$ 300,000
TOTAL CONTRACT COMPENSATION		\$ 500,000

BILLINGS	
Services rendered in 7/1/22-7/31/22	\$ 19,805.00
Services rendered in 8/1/22-8/31/22	\$ 44,595.00
Services rendered in 9/1/22-9/30/22	\$ 33,220.00
Services rendered in 10/1/22-10/31/22	\$ 20,223.75
Services rendered in 11/1/22-11/30/22	\$ 37,942.50
<i>Total billed through 11/30/22 (Invoices are generally received two months after the month of work)</i>	\$ 155,786.25
<i>Remaining contract balance</i>	\$ 44,213.75

As of November 2022 SNG has provided City Engineer services totaling \$155,786.25 which leaves a contract balance of \$44,213.75. Due to the continuous need of City Engineer services and the City not being so far successful in the City Engineer recruitment, staff requests Council consideration and approval to increase the not to exceed amount from \$200,000 to \$500,000. The City has a large number of development and capital projects that require professional engineering review and approval to ensure compliance with laws, ordinances, and City policies. Furthermore, SNG has demonstrated their expertise and experience as Acting City Engineer.

4. BASIS FOR RECOMMENDATION:

- A) Pursuant to Turlock Municipal Code 2-7-08(e), agreements over \$50,000 require City Council review and approval.

- B) The City Engineer position is vital to the Public Works and Development Services Departments as it directs engineering operations and ensures compliance with laws, ordinances, and City policies.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Not to exceed \$500,000 over the term of the agreement expiring on June 30, 2023, with an option to extend for one (1) additional year on the same terms and conditions. This amount does not entitle SNG to the full compensation if services are not necessary. Services are paid for by different City funds depending on the type of services performed. Services provided for capital projects are charged to the specific projects' expense accounts. General engineering services provided for development projects are charged to 502-40-410.43060 "Contract Services." Traffic control plan review will be charged to 216-40-435.43060 "Contract Services." In addition, due to the City Engineer and Senior Civil Engineer vacancies, there are sufficient salary savings that can be transferred to Contract Services as needed.

No General Funds will be used for this action.

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

Amendments to professional service agreements are not a "project" as defined by the California Environmental Quality Act (CEQA) and are, therefore, exempt from CEQA as provided in the CEQA Guidelines.

9. ALTERNATIVES:

- A. Council could reject Amendment No. 2 to City Contract No. 2023-13 and not increase the contract compensation. Staff does not recommend this alternative since City Engineer services are needed for the review and approval of capital and development projects.
- B. Council could direct staff to change the amount of Amendment No. 2. Staff does not recommend this alternative as this Agreement is for on-call services and staff will only process payment to SNG if their services are utilized.

10. ATTACHMENTS:

- A. Draft Resolution
- B. Amendment No. 2 to City Contract No. 2023-13 “City Engineer Services”

Attachment A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
AMENDMENT NO. 2 TO THE PROFESSIONAL }
SERVICES AGREEMENT FOR CITY ENGINEER }
SERVICES (CITY CONTRACT NO. 2023-13) }
WITH SNG & ASSOCIATES, INC., OF }
PLEASANTON, CALIFORNIA, INCREASING }
THE CONTRACT NOT TO EXCEED BY \$300,000 }
AND BRINGING THE CONTRACT TOTAL TO }
\$500,000 }

RESOLUTION NO. 2023-

WHEREAS, development and capital projects require professional engineering review and approval from the City Engineer in a permanent or acting capacity; and

WHEREAS, the City has been unsuccessful in recruiting a City Engineer, and on July 1, 2022, the City Manager entered into a Professional Services Agreement (City Contract No. 2023-13) with SNG & Associates, Inc., of Pleasanton, California, for City Engineer services in the amount of \$50,000; and

WHEREAS, on October 11, 2022, City Council approved Amendment No. 1 to said contract with SNG & Associates, increasing the amount to \$200,000; and

WHEREAS, the City has a large number of development and capital projects require professional engineering review and approval; and

WHEREAS, SNG & Associates Inc. has provided engineering services ensuring proper review in accordance with laws, ordinances, and City policies; and

WHEREAS, adequate funding is available within the City funds utilized for the services provided including Fund 502 "Engineering" and Fund 216 "Streets – Local Transportation."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Amendment No. 2 to the Professional Services Agreement for City Engineer Services (City Contract No. 2023-13) with SNG & Associates, Inc., of Pleasanton, California, increasing the contract not to exceed by \$300,000 and bringing the contract total to \$500,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock
this 24th day of January, 2023, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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



**AMENDMENT NO. 2
to the
Agreement between the
CITY OF TURLOCK
and
SNG & ASSOCIATES, INC.
for
CITY ENGINEER SERVICES
City Contract No. 2023-13**

THIS AMENDMENT NO. 2 dated January 24, 2023, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California (hereinafter "City") and **SNG & ASSOCIATES, INC.** (hereinafter "Professional"). City and Professional may be hereinafter referred collectively as the "Parties" or individually as "Party." There are no other Parties to this Amendment No. 2.

WHEREAS, the Parties hereto previously entered into an Agreement (City Contract No. 2023-13) dated July 1, 2022, for professional services to assist City with City Engineer Services in the amount of \$50,000 ("Agreement"); and

WHEREAS, on October 11, 2022, City Council approved Amendment No. 1 to the Agreement increasing the maximum compensation to \$200,000 and the Parties now wish to increase said amount.

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

1. Paragraph 4 of the Agreement is amended to read as follows:

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

**CITY OF TURLOCK, a California
municipal corporation**

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Erik Schulze, Public Works Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk

**SNG & ASSOCIATES, INC., a California
corporation**

By: _____

Title: _____

Print name: _____

Date: _____

City Council Staff Report

January 24, 2023



From: Reagan M. Wilson, City Manager

Prepared by: Anthony Sims, Economic Development Director-Communications Officer

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving termination of the Relief Across Downtown (RAD) Card Program Agreement between the City of Turlock and Modesto Improvement Partnership, Inc. dba Downtown Modesto Partnership.

2. SYNOPSIS:

Staff is requesting City Council to approve terminating the RAD Card Program Agreement between the City of Turlock and Modesto Improvement Partnership, Inc., dba Downtown Modesto Partnership.

3. DISCUSSION OF ISSUE:

The City of Turlock entered into agreement with Modesto Improvement Partnership, Inc., dba Downtown Modesto Partnership on 12/17/2021 for the City of Turlock to allocate matching funds in the RAD Card Program for City of Turlock businesses and residents to utilize within the City of Turlock.

The RAD Card is a digital gift card dedicated to the small, locally owned businesses. The RAD Card Program is a dollar-for-dollar matching program; residents have the ability to create a RAD Card account and purchase funding increments of \$25, \$50, \$75, up to \$100, and get matched dollar-for-dollar. The matching element comes from the funds that the participating City contributed towards the program. Any business not part of a national chain can participate in the RAD Card Program.

The City of Turlock budgeted \$1,000,000 in American Rescue Plan Act (ARPA) Funds towards the RAD Card Program in Turlock, for Turlock businesses, and Turlock residents.

To date, the City of Turlock has contributed \$525,000 of the appropriated \$1,000,000 towards the RAD Card Program. The City of Turlock initiated the first tranche of \$500,000 in January 2022, and then an additional tranche of \$25,000 in July of 2022.

To encourage holiday shopping for local Turlock businesses, and to provide Turlock consumers additional spending dollars, the City attempted to release the initial \$500,000 in mid to late December 2021. However, due to the RAD Card Program application periodically going down, being inactive, and other error messages, the funds were not officially released and accessible to residents until 1/5/2022.

The City of Turlock attempted to release a second tranche of \$25,000 in matching funds in July of 2022. The RAD Card application again experienced technical issues and error messages. Upon release of the \$25,000 in matching funds on 7/5/2022, users called City offices throughout the day stating that the RAD Card application would not allow access to the matching funds.

The City has not released the remaining \$475,000 due to the consistent technical difficulties that users and businesses have experienced when using the RAD Card application.

The RAD Card application goes down often and the RAD Card support team has delayed responses, or has even been unresponsive at times following up with inquiries.

Data received from the RAD Card administration team showed that many residents had unused funds on their RAD Card account for long periods of time. It is of concern that significant ARPA funds did not achieve the purpose of assisting our Turlock business community.

Only 85 businesses actively participate in the program, showing low participation from the Turlock business community. The City made a strong effort in promoting the RAD Card Program. City staff handed out 1,500 flyers to residents and businesses, as well as advertising the program across City of Turlock social media pages.

The City of Turlock wishes to terminate the RAD Card Program agreement because the program has consistently proven to show areas of concern.

The City of Turlock plans to utilize the remaining \$475,000 in unused ARPA funds for this initiative towards an alternative business development program that can provide support and services to City of Turlock businesses. The City is committed to implementing a business development program that can benefit our business community.

The City is reviewing business development services from potential business development partners that can provide business support in the areas of:

- Marketing
- E-commerce Implementation
- Website Development
- Consulting
- Digital Marketing
- Business Analytics
- Access to Business Advisors
- Discounts on Business Tech Solutions
- As well as other business development packages

City staff has been meeting with organizations that can provide said services and will report back to City Council at a future meeting with a proposed business development program for Turlock businesses.

4. BASIS FOR RECOMMENDATION:

Due to chronic and ongoing errors with the RAD Card Program application, the City of Turlock wishes to terminate the RAD Card Program agreement.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Termination of this agreement will create no fiscal impact. Staff will request re-appropriation of American Rescue Plan Act (ARPA) funds at future meeting.

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. The City Council may choose not to terminate the RAD Card Program Agreement.

10. ATTACHMENTS:

A. Draft Resolution No. 2023-XX

B. RAD Card Agreement – Executed 12-17-2021

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE	}	RESOLUTION NO. 2023-
TERMINATION OF THE RELIEF ACROSS	}	
DOWNTOWN (RAD) CARD PROGRAM	}	
AGREEMENT BETWEEN THE CITY OF TURLOCK	}	
AND MODESTO IMPROVEMENT PARTNERSHIP,	}	
<u>INC., DBA DOWNTOWN MODESTO PARTNERSHIP}</u>		

WHEREAS, City of Turlock wishes to terminate the Relief Across Downtown (RAD) Card Program between the City of Turlock and Modesto Improvement Partnership, Inc. dba Downtown Modesto Partnership that was originally executed on 12/17/2021; and

WHEREAS, the RAD Card Program is a dollar-for-dollar matching program; residents have the ability to create a RAD Card account and purchase funding increments of \$25, \$50, \$75, up to \$100, and get matched dollar-for-dollar. The matching element comes from the funds that the participating City contributed to the program. Any business not part of a national chain can participate in the RAD Card Program; and

WHEREAS, the City budgeted 1,000,000 in American Rescue Plan Act (ARPA) Funds towards the RAD Card Program, of which \$500,000 was transferred to the program in January 2022, and an additional \$25,000 was transferred to the program in July of 2022. The City has not released the remaining \$475,000 in budgeted funds due to consistent technical difficulties that users and businesses have experienced when utilizing the RAD Card application; and

WHEREAS, the RAD Card application often goes down, is inactive, and the RAD Card support team has delayed responses, and has even been unresponsive following up with inquiries; and

WHEREAS, Turlock business participation in the RAD Card Program has proven to be low, only 85 of all City of Turlock businesses actively participated in the program; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the termination of the Relief Across Downtown (RAD) Card Program Agreement between the City of Turlock and Modesto Improvement Partnership, Inc., dba Downtown Modesto Partnership.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January 2023, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the City of Turlock ("City") and Modesto Improvement Partnership, Inc., a California Non-Profit Public Benefit Corporation, ("Contractor" or "DoMo") as of the date of the last signature below.

Recitals

WHEREAS, the City has a need for services involving administrative support to implement the touchless gift card program countywide;

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the City upon execution of this Agreement or receipt of the City's written authorization to proceed, those services and work set forth in Exhibits "A" and "B."

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the City of Turlock shall have the right to reproduce, publish and use all such work (except the RAD Card[™] Application code, language, framework and any intellectual property rights associated therewith), or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so upon receiving permission from the Contractor.

1.3 Services and work provided by the Contractor at the City's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and City laws, ordinances, regulations, and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours, and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the City.

2. Consideration

2.1 So long as Contractor is in compliance with this Agreement, City shall pay Contractor as set forth in Exhibit A. Contractor shall provide sufficient statements to allow City to confirm services rendered pursuant to the terms of this Agreement.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from City any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 City will not withhold any Federal or State income taxes or Social Security tax from any payments made by City to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. City has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the City for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services. For the purposes of this Agreement, 'completion of the agreed upon services' shall occur upon all of the following: (a) the balance of the Match Funds (less the administrative fees) has been deposited/loaded onto RAD Card user accounts; (b) the dollar amount of the Match Funds (less the administrative fees) has been spent by RAD Card users (without regard as to whether such funds actually expended were user deposited funds or Match Funds); and (c) Contractor provide sufficient statements as required by Section 2.1.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving thirty (30) days written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The City may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the City's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Regulated Licenses, Certificates and Permits

4.1 Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's

licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the City.

4.2 Contractor further certifies to City that it and its principals are not debarred, suspended, or otherwise excluded or ineligible for participation in federal, state, county, or city government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. City is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached Exhibit "C."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the City or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the City and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of City. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on

behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of City.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to City under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

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

8.5 It is understood and agreed that as an independent Contractor and not an employee of City, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a City employee, and do not have the right to act on behalf of the City in any capacity whatsoever as an agent, or to bind the City to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; develop and implement budget procedures. In addition, the Contractors retain the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractors, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

8.8 As an independent Contractor, Contractor hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any

third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of City shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, City has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 Non-Discrimination. During the performance of this Agreement, Contractor and its officers employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. City has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or

subcontract this Agreement without the express written consent of City. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of City.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or City shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To City:
City of Turlock
156 S. Broadway, Suite 110
Turlock CA 95361
Attn: City Manager

To Contractor:
Modesto Improvement Partnership
dba
Downtown Modesto Partnership
1003 10th Street, Suite A
Modesto, CA 95354

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations,

Inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

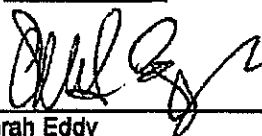
22. Authorized Signature

The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Contractor's obligations hereunder has been duly authorized, and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

CITY of Turlock


Dated: 12/17/2021

By: 
Sarah Eddy
Interim City Manager, City of Turlock

"City"

MODESTO IMPROVEMENT PARTNERSHIP
dba DOWNTOWN MODESTO PARTNERSHIP

Dated: 12/17/21

By: 
Josh Bridgroom, CEO

"Contractor"

APPROVED:

APPROVED AS TO FORM:
City Attorney

Dated: 12-17-21

By: 
George A. Petoulakis, City Attorney

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide professional administrative services under this Agreement for business revitalization and economic development support. The investment strategy in local businesses is intended to infuse and stabilize the small business economy critical to community support and economic recovery in the City of Turlock. The services provided shall include:

- Administration, implementation and promotion of a citywide touchless gift card ("RAD Card[™]") program whereby residents will be able to purchase e-gift cards in different denominations (\$25, \$50, \$75, \$100) for use at participating small businesses located within the City. The City of Turlock Community Match Fund will allow consumers to double their spending when purchasing a gift card with a maximum of \$100 per resident.
- The City will identify a community liaison for the RAD Card[™] program. The community liaison will be responsible for providing the Contractor with a boundary map and a list of qualifying businesses within the boundary area. The community liaison will also be responsible for outreach to the community's businesses related to onboarding and crowd-source promotions. Contractor will provide concise onboarding and promotional materials for community liaisons to share with their business community.
- The RAD Card[™] will provide relief for small businesses impacted by the COVID-19 pandemic whose typical products sell for less than the denomination available per user under the Community Match Fund (i.e., less than \$100). Examples of the types of businesses this program is designed to support include, but are not limited to: restaurants, theaters, boutique retailers and beauty salons. The City reserves the right to further quantify the type, size, and other qualifying requirements that it deems appropriate with respect to eligibility and participation in the RAD Card[™] program, however, prior to implementing any changes the City shall consult with DoMo.
- DoMo shall provide support to participating RAD Card[™] program businesses as required, including, but not limited to: (i) enrollment in the RAD Card[™] program, (ii) "App" & "QR Code"; (iii) promotion and marketing; and (iv) access to other technical assistance expertise the Consultant possesses and provides to other similar participating communities.
- Contractor will provide monthly activity reports to City which shall include at a minimum the following: number of RAD gift cards issued, value of RAD gift cards issued, value of RAD gift cards redeemed, and any other performance indicators Contractor and City deem appropriate to gauge the success of the RAD Card[™] program in the City.

City has allocated a budget of One Million, One Hundred and Fifteen Thousand Dollars (\$1,115,000) "Allocated Budget" for its RAD Card[™] program, which includes the Community Match Fund and the fee to be paid to Contractor (DoMo) for professional services rendered as set forth in this Agreement and Exhibits hereto. City shall pay DoMo an Administrative Fee not-to-exceed eleven and a half percent (11.5%) or One Hundred and Fifteen Thousand Dollars (\$115,000) of the Allocated Budget to cover the cost of administration of the touchless gift card program, including, but not limited

to: DoMo staffing, marketing, analytics, software, training, website, accounting, credit card processing fees, technical assistance, etc. The balance of the Allocated Budget One Million Dollars (\$1,000,000) shall constitute the City Community Match Fund to be disbursed by DoMo to participating RAD program businesses.

- City shall transfer by wire to DoMo's specified federally insured bank account(s) one million dollars (\$1,000,000) in increments and pursuant to the disbursement schedule specified by City in Exhibit B.

B. COMPENSATION:

The Contractor shall be compensated for the services provided under this Agreement as follows:

The Parties hereto acknowledge the maximum amount to be paid by the City for services provided under the term of this Agreement shall not exceed the Administrative Fee, or the sum of One Hundred and Fifteen Thousand Dollars (\$115,000), including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

Contractor's Administrative Fee compensation for services rendered shall be paid in four installments of Twenty Eight Thousand and Seven Hundred and Fifty Dollars (\$28,750) each, the first payment being disbursed to DoMo at the same time as the initial disbursement ("Initial Disbursement," See Exhibit B) of the Community Match Fund. Upon request by DoMo, and at its sole and absolute discretion, the City may tender the remaining three (3) installments in a condensed time period if RAD activity warrants such payments sooner.

EXHIBIT B

RAD Card™ Community Match Funding Disbursement Schedule

City will provide a disbursement of two Five Hundred Thousand Dollars [\$500,000 ("Disbursement")]. The first transfer will be completed to DoMo within five (5) business days of full execution of this Agreement. The second transfer will be completed February 1, 2022.

EXHIBIT C

Insurance Requirements

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 work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)
4. **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim,

Two Million Dollar (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability and auto liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City. Notification of insurance cancellation to the City will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named Insured or City.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor shall furnish the City with a copy of the policy declaration and endorsement page(s), 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 the City before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional Insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK	}	ORDINANCE NO. -CS
MUNICIPAL CODE TITLE 6, CHAPTER 6-6,	}	
SECTIONS 6-6-04, 6-6-10 AND 6-6-12	}	
REGARDING CROSS-CONNECTION AND	}	
BACKFLOW PREVENTION DEVICES TO	}	
INCORPORATE CHANGES IN ORDER TO	}	
<u>BRING PROGRAM UP TO COMPLIANCE</u>	}	

WHEREAS, the City of Turlock's Backflow Program is intended to protect and maintain our City's water system to prevent any contamination or pollution to the water system due to the backflow or back siphonage of contaminants or pollutants through the water service connection; and

WHEREAS, the current Municipal Code Chapter 6-6, Sections 6-6-04 and Sections 6-6-10 provide conflicting information with the term 'water user'. The clarification that the ultimate responsibility of the backflow system relies on the owner needs to be specified; and

WHEREAS, the only way to ensure that our water system is protected is to assert a timeline of annual testing due every March, June, and September with a 30-day due date as of the date the notice was sent; and

WHEREAS, in the case that the property owner and/or water user is non-compliant a 30-day notice will be sent to the owner with a date of termination of water services.

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

SECTION 1. AMENDMENT: Title 6, Chapter 6-6, Sections 6-6-04, 6-6-10 and 6-6-12 is hereby amended to read as follows:

Chapter 6-6

CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION DEVICES

6-6-04 Consumer's Responsibility.

The responsibility to provide, test, and maintain protective devices as required by this chapter shall rest with the property owner and/or water user.

6-6-10 Inspections of Backflow Prevention Devices.

(b) Duties of property owners and/or water users. The property owner and/or water user shall cause annual inspections to be made at the expense of the property owner and/or ~~property owners~~ water user. Defective devices shall be repaired, overhauled, or replaced at the expense of the property owner and/or water user.

6-6-12 Enforcement.

(b) Termination of water services. If the City determines a failure to install or adequately maintain a backflow prevention assembly constitutes a threat to the potable water supply, the City may order that water services to the noncomplying property owner and/or water user be discontinued. The City shall notify the property owner and/or water user at least 30 days prior to the proposed termination of water service provided, however, if the threat to the potable water supply is so immediate that a delay in terminating water service may threaten the public health and safety, the City may terminate service without prior written notice in which case the City shall provide written notice of such action as soon as is practicable. ~~The City may immediately discontinue service to any premises where a cross-connection or other hazard to the City's water supply is found to exist. Any user who violates any of the provisions of this chapter or alters, bypasses, or renders inoperative any backflow prevention device installed pursuant to the provisions of this chapter shall be subject to the immediate termination of water services.~~

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 10th day of January, 2023, by the following vote:

AYES:	Monez, Franco, Abram, Bixel, Bublak	(5)
NOES:	None	(0)
NOT PARTICIPATING:	None	(0)
ABSENT:	None	(0)

Signed and approved this ____ day of _____, 2023.

SIGNED:

AMY BUBLAK, Mayor

ATTEST:

APPROVED AS TO FORM:

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

George Petrulakis, City Attorney

City Council Staff Report

January 24, 2023



From: Jason Hedden, Chief of Police

Prepared by: Ruth Hoover, Code Enforcement Supervisor

Agenized by: Reagan Wilson, City Manager

1. ACTION RECOMMENDED:

City Council to review, discuss and provide comments to staff regarding a draft ordinance amending Turlock Municipal Code (TMC) Section 5-4-06 Social Host Liability

2. SYNOPSIS:

Information regarding an ordinance amending Turlock Municipal Code (TMC) Section 5-4-06 related to Social Host Liability.

3. DISCUSSION OF ISSUE:

Recent studies have shown that strong Social Host Liability ordinances have successfully reduced the number of parties that provide both alcoholic beverages and cannabis to underaged persons. Many cities who have updated their Social Host Liability ordinances reported a low rate of Social Host citations being issued indicating that these ordinances have a strong deterrent effect. Since parties and events on private property provide a substantial avenue for underaged persons to obtain alcoholic beverages and cannabis, Social Host Liability ordinances decrease the use of both by underaged persons.

Historically most Social Host Liability ordinances were limited to addressing alcohol served to underaged persons. However, some cities in California have updated their Social Host Liability ordinances to include cannabis. With the legalization of recreational cannabis for adults in California, there has been an increase in underaged persons obtaining and using cannabis. The current language of the Social Host Liability ordinance does not include cannabis which needs to be addressed going forward.

The current Social Host Liability ordinance does not include the ability to issue administrative citations. The option to issue administrative citations will provide an additional tool for TPD when responding to parties and events involving underage persons and alcoholic beverages or cannabis.

4. BASIS FOR RECOMMENDATION:

A. Changes to the Municipal Code will allow Turlock Police Department to better provide for the public health, safety, and general welfare of the community.

5. FISCAL IMPACT / BUDGET AMENDMENT:

None. Any revenue gained will help to offset the cost of policing parties and events.

6. CITY MANAGER'S COMMENTS

Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council could choose not to accept these updates; however, this is not recommended because the amended ordinance allows for Turlock Police Department to better protect the community.

9. ATTACHMENTS:

A. Draft Ordinance

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REPEALING }
 AND REPLACING TURLOCK }
 MUNICIPAL CODE TITLE 5, }
 CHAPTER 4, ARTICLE 06, }
 REGULATING PARTIES AND }
 EVENTS INVOLVING UNDERAGE }
 DRINKING OF ALCOHOLIC }
 BEVERAGES AND INGESTION OF }
 CANNABIS }

ORDINANCE NO. -CS

WHEREAS, the City of Turlock recognizes that the consumption of alcoholic beverages and the ingestion of cannabis by underaged persons at social parties and events on private property is a persistent problem; and

WHEREAS, the consumption of alcoholic beverages and/or the ingestion of cannabis by underage persons is a threat to public health, safety, and general welfare, and constitutes a public nuisance; and

WHEREAS, the implementation of a social host ordinance can reduce access and availability of alcohol and cannabis to underage persons, and thus remove opportunities for underage persons to engage in drinking alcohol or ingesting cannabis; and

WHEREAS, Strong Social Host Liability Ordinances have been shown to decrease parties and events where underage persons would have access to alcohol and cannabis; and therefore are associated with less frequent consumption of alcohol and ingestion of cannabis by underaged persons.

BE IT ORDAINED that the City Council of the City of Turlock does amend the Turlock Municipal Code as follows:

SECTION 1. REPEALED: Title 5, Chapter 4, Article 06 is hereby repealed.

5-4-06 Social host liability.

~~(a) It shall be unlawful for any person in ownership, possession or control of any private residence, property, place or premises to permit, allow, suffer, or host at such residence, property, place or premises, any gathering of five (5) or more persons under the age of twenty-one (21) years where alcoholic beverages are in the possession of, or are being consumed by, any person under the age of twenty-one (21) years.~~

~~(b) It shall be unlawful for any person under the age of twenty-one (21) years to consume any alcoholic beverages at any gathering described in subsection (a) of this section.~~

~~(c) Violation of this section is an infraction and shall be punishable to the maximum extent allowed~~

~~by State law. In the discretion of the City Attorney, violations of this section may be charged as a misdemeanor and shall be punishable to the maximum extent allowed by State law. If the violator is under eighteen (18) years of age, he or she shall be issued a notice to appear at court with a parent or guardian and referred to the Stanislaus County Probation Department.~~

SECTION 2. REPLACED: Title 5, Chapter 4, Article 06 is hereby added to read as follows:

5-4-06 Social Host Liability.

A. Purpose.

The purpose of this Section is to protect public health, safety, and general welfare; discourage and decrease underage drinking and ingestion of cannabis by imposing ~~a civil fine~~ appropriate penalties and administrative citations on persons responsible for parties or events where alcoholic beverages and/or cannabis are consumed or ingested by, or served to, underage persons; and facilitate the enforcement of laws prohibiting the service to, and consumption or ingestion of, alcoholic beverages and/or cannabis by underage persons.

B. Definitions.

1. "Alcoholic beverage" means and includes alcohol, spirits, liquor, wine, beer, and every liquid or solid containing one-half of one percent (0.5%) or more of alcohol by volume, and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.
2. "Cannabis" means any and all parts of the Cannabis plant, whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and every compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds or resin (including concentrated cannabis). The prohibition herein includes cannabis in any form including, but not limited to, cigarettes, vapor, food products containing cannabis or concentrated cannabis, and any other product of cannabis that can be smoked or ingested.
3. "Minor" means any person under eighteen (18) years of age.
4. "Parent or Guardian" means any person having legal care, custody or control of any minor (person under eighteen (18) years of age).
5. "Party or Event" means any gathering of five (5) or more persons for a social occasion or a social activity or for entertainment.
5. "Residence or other private property" means a home, yard, apartment, condominium, or other dwelling unit, or a guest house, pool house, or other similar accessory structure, and whether owned, leased, rented, or used with or without compensation.
6. "Responsible Person" means any person or persons with ownership interest or right of possession in the residence or other private property including owner-occupant, lessee, subtenant, licensee, or other person having possessory control or any person that organizes, supervises, officiates, conducts, or controls the event, party or gathering at

which underage consumption or ingestion of alcoholic beverages and/or cannabis occurs.

(a) If the Responsible Person is a minor, then the minor and the parents or guardians of that minor will be jointly and severally liable for any penalties imposed pursuant to this chapter, irrespective of whether the parents or guardians knew or should have known of the event, party or gathering or that alcoholic beverages or cannabis were intended to be made available to minors.

7. "Underage ~~person~~ Person" means any person under the age of twenty-one (21).

C. Unlawful.

1. It shall be unlawful and a public nuisance constituting an immediate threat to public health and safety warranting summary abatement, for any ~~responsible person~~ Responsible Person to permit, allow, suffer, or host at a residence or other private property a party or event at which an ~~underage person~~ Underage Person consumes, ingests, is served or is in possession of alcoholic beverages and/or cannabis.
2. It shall be unlawful for any ~~underage person~~ Underage Person to consume any alcoholic beverage and/or cannabis at any party or event.

D. Violation Summary Abatement.

A violation of this Section ~~(5-4-06, Social Host Liability)~~ shall ~~may~~ be summarily abated by all reasonable means, singularly or in combination, including, but not limited to:

1. An order requiring the party or event to be disbanded;
2. ~~Issuance of an administrative citation~~ Enforcement under subsection E of this Section;
3. Issuance of a citation and/or the arrest of any law violators under any other applicable ordinances and/or statutes.

E. Penalties Enforcement.

1. ~~Violations of this Section may be enforced as misdemeanors or infractions pursuant to Chapter 1-2 of this Code.~~
2. ~~Violations of this Section may be charged as an administrative citation pursuant to Chapter 2-11 of this Code.~~
3. ~~Nothing in this Section shall limit any of the other penalties provided for in this Code, state law, or federal law.~~
1. ~~Each responsible person who violates any provision of Section 5-4-06 shall be subject to the imposition and payment of an administrative fine(s) as provided below:~~
 - a. ~~First administrative citation. One Thousand Dollars and no/100 Cents (\$1,000.00) for a first violation.~~

- b. ~~Second administrative citation. One Thousand Five Hundred Dollars and no/100 Cents (\$1,500.00) for a second violation within one (1) year of the first violation.~~
- c. ~~Third or subsequent administrative citations. Two Thousand Dollars and no/100 Cents for each additional violation within one (1) year of the first violation.~~
2. ~~Per Section 2-11-105(a), Any imposed administrative fine(s) shall be due and payable within thirty (30) calendar days from the issuance of the administrative citation.~~
3. ~~Per Section 2-11-104(e), On the second and subsequent occurrences that a responsible person is issued a citation for the same violation within any twelve (12) month period, each violation constitutes a separate offense. The cited responsible person shall be liable for the payment of the aggregate amount of the new fine and any previous fines.~~
4. ~~The citation may be confirmed either by the cited responsible person's own admission or by the exhaustion of administrative remedies per Section 2-11-106 through Section 2-11-113. Upon such confirmation of the citation, all unpaid administrative fines and late fees 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 an administrative fines and late charges.~~

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 _____, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this __ day of _____, 2023.

SIGNED:

Amy Bublak, Mayor

ATTEST:

APPROVED AS TO FORM:

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

George A. Petrulakis, City Attorney

City Council Staff Report

Date: January 24, 2023



From: Reagan M. Wilson, City Manager

Prepared by: Reagan M. Wilson, City Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing City Staff to conduct an Environmental Review and Site Assessment at the City Corporation Yard

2. SYNOPSIS:

Staff is recommending that unused and unplanned land at the corporation yard be evaluated as a potential site for the location of a 50-unit transitional housing facility for the homeless.

3. DISCUSSION OF ISSUE:

Homelessness continues to be a priority issue for the City. One of the needs is to provide transitional housing for families and individuals. Other needs are to 1.) Find land for construction of a "low barrier shelter" that serves an overnight population and issue an RFP for operating the facility; 2.) Complete a day center being constructed on land owned by the Turlock Gospel Mission; 3.) Work with the United Samaritans Foundation to secure space for additional day center needs; 4.) Issue an RFP to local non-profits to operate the center; and 5.) Place signage throughout the City regarding vagrancy and loitering.

4. BASIS FOR RECOMMENDATION:

By completing and implementing these programs and facilities the City should be in compliance with all Federal Court requirements.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Unknown at this time.

Budget Amendment: We will submit funding requests to the state for Home funds, CDBG funds, and Homekey funding to cover the costs.

6. STAFF RECOMMENDATION:

Recommended Approval from Development Services/Housing and Finance.

7. CITY MANAGER'S COMMENTS:

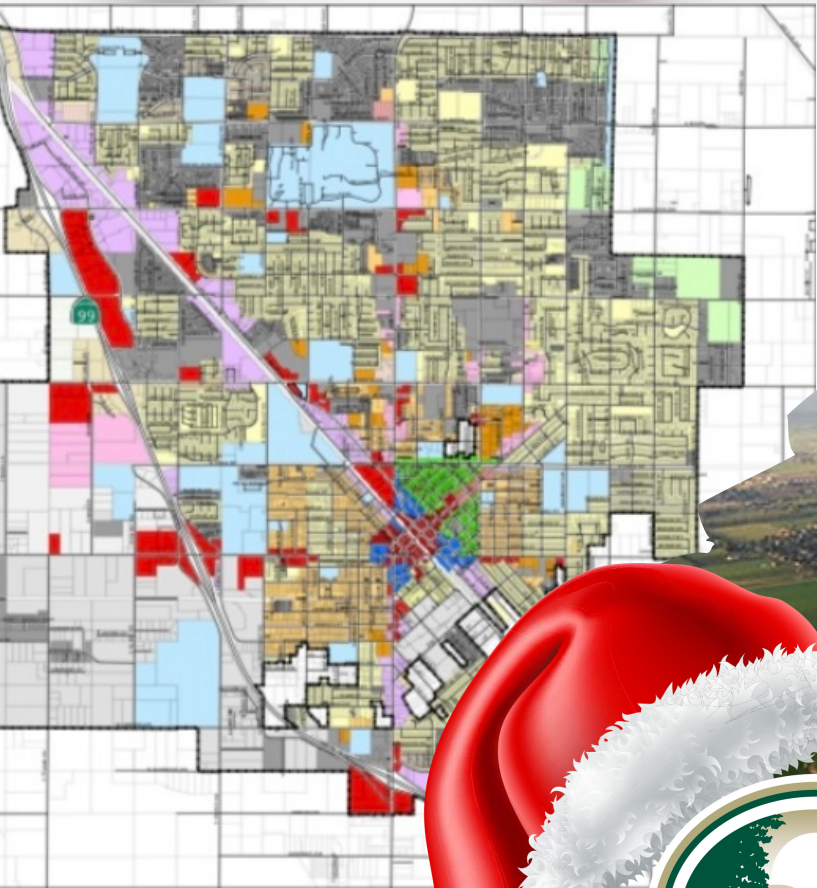
Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

Assessment to be completed.

9. ALTERNATIVES:

The City Council could deny the requests and ask for another approach.



ECONOMIC DEVELOPMENT

DECEMBER 2022 REPORT



December 2022 Business Retention & Expansion Efforts

TYPES OF BUSINESSES MET WITH IN NOVEMBER

Business Services
Community Engagement
Data and Business Analytics
EV Charging
Manufacturing - Food
Workforce Development Organizations



9

Businesses met with in
December

18

Meetings on Calendar in
January

COMMON NEEDS

- Available Commercial Properties
- Business Grant Information
- Business Development Services/
Consulting Services





New Businesses

OPEN

10 New Businesses in November

B OK

Beauty and Blades by Nav
Bugler Construction Inc.
Central Station Bar and Grill
Dry Creek Construction
Hudson Excavation Inc.
KN TV Repair
Marina Landscape Inc.
Rhino Holdings Monte Vista LLC
Rutily Recycling Co.



21 New Businesses in December

B OK

Amazon.com Services LLC
Bathroom Pros Inc.
Building Installation Group Inc.
Cali Nails
Central Valley Environmental
Earth Shelter Developers
Fusion Electric Inc.
Haven and Company Salon
Lumio HX Inc.
Max Pack Direct LL

Maxx Cards Gaming LLC
Mid Valley IT
Moreno Brothers Underground Utility
Rudy's Taqueria
SAVVAGE Fitness
Spanky's Wieners
Stanton Optical
Susana A Millan
Texas Roadhouse
The Cloudburst Group
Total Eye Care

Turlock Businesses in the News

TURLOCK JOURNAL

'Little Artists' win big at inaugural competition



Police Capt. Miguel Pacheco, Chamber of Commerce Executive Director Gina Blom, Impact Prints Founder Rob Kho, Mayor Amy Bublak and Alvssa Moon judge hundreds of submissions on Friday for the

TURLOCK JOURNAL

Academica to host men's and women's tryouts ahead of USL debut



TURLOCK JOURNAL

Amazon helps Santa bring Christmas cheer to Valley Children's patients



TURLOCK JOURNAL

Design upgrades in the works for proposed food truck park



The final construction documents for the proposed TRAX Food Truck Park will include space for up to 22 trucks and trailers (Rendering courtesy of Torre Reich Construction Inc.).





December 2022 Business Workshops

12/7/2022

12/8/2022

FREE STRATEGY WORKSHOP

Converting Holiday Customers

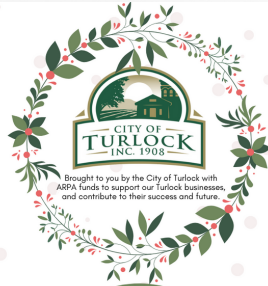
Discover smart tactics to keep those Christmas customers coming in all year!

In this workshop you'll learn:

- 3 Important steps to build customer relationships
- Creative ways to capture customer contact info
- Identify and cultivate your MVPs to boost profits
- Leveraging tips and tools to be more competitive

DECEMBER 7TH 8:00 - 9:30AM

Register here: valleymallbiz.com/holiday



FEATURED SPEAKER:
Claudia Newcorn
Award-Winning SBDC Consultant and Best-Selling Author.



LOCATION:
Alison's Cafe
219 W Canal Dr, Turlock



THE VALLEY SIERRA SMALL BUSINESS DEVELOPMENT CENTER IS FUNDED IN PART THROUGH A SUBCONTRACT BETWEEN OPPORTUNITY STANISLAUS AND THE UNIVERSITY OF CALIFORNIA, MERCEDES UNDER THE CURRENT COOPERATIVE AGREEMENT WITH THE U.S. SMALL BUSINESS ADMINISTRATION. REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES OR LIMITED ENGLISH PROFICIENCY WILL BE MADE IF REQUESTED AT LEAST TWO WEEKS IN ADVANCE. FUNDED IN PART THROUGH A GRANT WITH THE GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT. CONTACT INFO@VALLEYSIERRASBDC.COM



SBA Certification

In-Person Lunch and Learn Workshop

LUNCH PROVIDED

Free Training for Turlock Businesses to Learn the U.S. Small Business Administration Certification Process and Benefits.

Benefits:

The SBA provides several programs to help small businesses win federal contracts. Participating in these programs helps small businesses:

- Win a fair share of federal contracts
- Qualify for exclusive set-aside and sole-source contracts
- Partner with established contractors to win contracts
- Get business mentoring and education to learn how federal contracting works

CERTIFICATION TYPES

- Women-Owned
- HUBZone
- Small Disadvantaged
- Veteran and Service-Disabled Veteran-Owned

THURSDAY, DECEMBER 8TH
11 AM - 1:00 PM ☑ Please Arrive Early

Location of Workshop:

TURLOCK CHAMBER OF COMMERCE
115 S Golden State Blvd, Turlock

Limited Space Available

REGISTER HERE:
valleymallbiz.com/lunchandlearn



THE VALLEY SIERRA SMALL BUSINESS DEVELOPMENT CENTER IS FUNDED IN PART THROUGH A SUBCONTRACT BETWEEN OPPORTUNITY STANISLAUS AND THE UNIVERSITY OF CALIFORNIA, MERCEDES UNDER THE CURRENT COOPERATIVE AGREEMENT WITH THE U.S. SMALL BUSINESS ADMINISTRATION. REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES OR LIMITED ENGLISH PROFICIENCY WILL BE MADE IF REQUESTED AT LEAST TWO WEEKS IN ADVANCE. FUNDED IN PART THROUGH A GRANT WITH THE GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT. CONTACT INFO@VALLEYSIERRASBDC.COM





Upcoming Business Workshops

1/18/2023



1/26/2023

FUNDS FOR
SMALL
BUSINESS!

SMALL
BUSINESS
FUNDING EXPO

LEARN FROM A PANEL
OF FUNDING EXPERTS

FUNDING SOURCES:

access
capital

SUCCESS
CAPITAL
YOUR SBA SBA LENDER

VALLEY FIRST
CREDIT UNION

WELLS
FARGO

SBA
U.S. Small Business
Administration

PRESENTED BY:

AMERICA'S
SBDC
CALIFORNIA

Valley Sierra
Small Business Development Center

CENTRAL VALLEY
Hispanic
Chamber of Commerce

Stanislaus
Equity Partners

TURLOCK

This free in-person workshop will teach
small business owners how to access capital
from different funding sources including:

✓ SBA LOANS ✓ SMALL BUSINESS LOANS
✓ SMALL BUSINESS CREDIT ✓ MICROLOANS

EVENT LOCATION:
Carnegie Arts Center
250 N Broadway, Turlock

JANUARY 18TH
1:30 - 4:00 PM
Check-In Begins At 1:00 PM

Register Here: valleysmallbiz.com/fundingexpo

FREE Turlock Small Business Workshop

Tax-Prep

THURSDAY

1/26

9 AM - 11 AM

Learning Topics:

- Financial reports for tax time
- Organizing & Categorizing receipts
- W-2 and 1099 preparation & deadlines
- Deadlines for different business structures



AMERICA'S
SBDC
CALIFORNIA

Valley Sierra
Small Business Development Center

Location: **Hampton Inn**, 1821 Lander Ave, Turlock

Register here: www.valleysmallbiz.com/taxprep

OPPORTUNITY
Stanislaus



Attraction Efforts

Industries Pursuing:

Semiconductor Manufacturing
Family Entertainment
Energy Sector
Trending Franchises
Trending Restaurants
Trending Retailers
Technology Firms
Workforce Development Organizations



New Developments

Design upgrades in the works for proposed food truck park





Workforce Development Talent Development Opportunities

Career Exploration Solutions



Career and Professional
Development Center



Stanislaus Partners
in Education



Stanislaus
State





Follow us!



Instagram



City of Turlock
Government organization
www.cityofturlock.org





Communication Updates

Linked 

2,521
FOLLOWERS



City of Turlock

2,521 followers

1mo • 

Thank you to our outgoing City Council members for their hard work and dedication towards our community.

And welcome to our new City Council members!

At last night's City Council Meeting, Turlock City Clerk Julie Christel administered the Oath of Office to Mayor Bublak and City Council members Cassandra Abrams (District 3) and Kevin Bixel (District 1).

#thankyou

#congratulations

#publicservice

#citycouncil



City of Turlock

2,521 followers

1mo • Edited • 

Turlock business, Impact Print's Little Artist Competition was featured on Good Day Sacramento this weekend!

The City of Turlock was honored to endorse this event. The Little Artist Competition is a wonderful way to encourage artistic talent and creativity among the Turlock youth.

See the video below!

<https://lnkd.in/gP9Bk97f>



City of Turlock

2,521 followers

1mo • 

Tis the Season!

Our City of Turlock employees had a wonderful time decorating our Ci ...see more





COMMUNICATIONS UPDATE

Did you know?

You can stay up to date on City of Turlock announcements and information by visiting the following website and social media pages.



<https://www.cityofturlock.org/>

facebook

<https://www.facebook.com/CityofTurlockCityHall>

<https://www.facebook.com/CityofTurlockEconomicDevelopment>

Instagram 

<https://www.instagram.com/city.of.turlock>

LinkedIn 

<https://www.linkedin.com/company/city-of-turlock/>

**To stay up to date on FREE business workshops,
resources, and events visit:**

www.cityofturlock.org/businessresources







We are Hiring!



Full-Time Career Opportunities

JOB TITLE	SALARY	DEADLINE
Account Clerk, Senior	\$4,059.00 - \$4,934.00 Monthly	Continuous
Accounting Technician	\$4,475.00 - \$5,439.00 Monthly	Continuous
Animal Services Supervisor 	\$5,523.00 - \$6,714.00 Monthly	01/23/23 5:00 PM
Associate Planner	\$6,027.00 - \$7,326.00 Monthly	Continuous
City Engineer 	\$12,052.00 - \$14,650.00 Monthly	Continuous
Emergency Services Dispatcher Trainee	\$4,544.00 - \$5,523.00 Monthly	Continuous
Police Officer I/II	\$5,404.00 - \$7,605.00 Monthly	Continuous
Public Works Supervisor/City Surveyor	\$9,443.00 - \$11,478.00 Monthly	Continuous
Senior Civil Engineer	\$9,039.00 - \$10,986.00 Monthly	Continuous

Part-Time Career Opportunities

JOB TITLE	SALARY	DEADLINE
Part-Time Clerical	\$15.50 - \$18.00 Hourly	Continuous

For more information, visit
<https://www.cityofturlock.org/workingforus/jobopportunities/>



THE CITY OF TURLOCK IS SEEKING INTERNS/VOLUNTEERS TO JOIN OUR M.V.P PROGRAM

Our Municipal Volunteer Partnership (M.V.P) program is designed to give students, adults, and seniors insight into employment opportunities and to enhance their educational and career goals.

INTERNS/VOLUNTEERS POSSIBILITIES IN THE FOLLOWING DEPARTMENTS:

- City Attorney
- City Manager
- Human Relations
- Finance
- Public Works
- Municipal Services
- Development Services
- Economic Development
- Risk Management
- Police Administration
- Fire Administration

The City of Turlock's M.V.P program is more than just a volunteer/intern opportunity. It is a stepping stone toward the chance to work, explore and grow within the City of Turlock!

HOW TO APPLY?

Email the City of Turlock's Human Relations Department for an application and submit a copy of your resume and list of references.

Telephone: (209) 668-5150

Fax: (209) 668-5529

E-mail: HR@turlock.ca.us



Upcoming Events



CALIFORNIA STATE UNIVERSITY
Stanislaus

Career & Internship Fair
Wednesday, March 1st, 2023

Employee of the Month

Lisa Quiroga
Purchasing Supervisor

Jose Garcia
Maintenance Worker II



City Council Staff Update

January 24, 2023



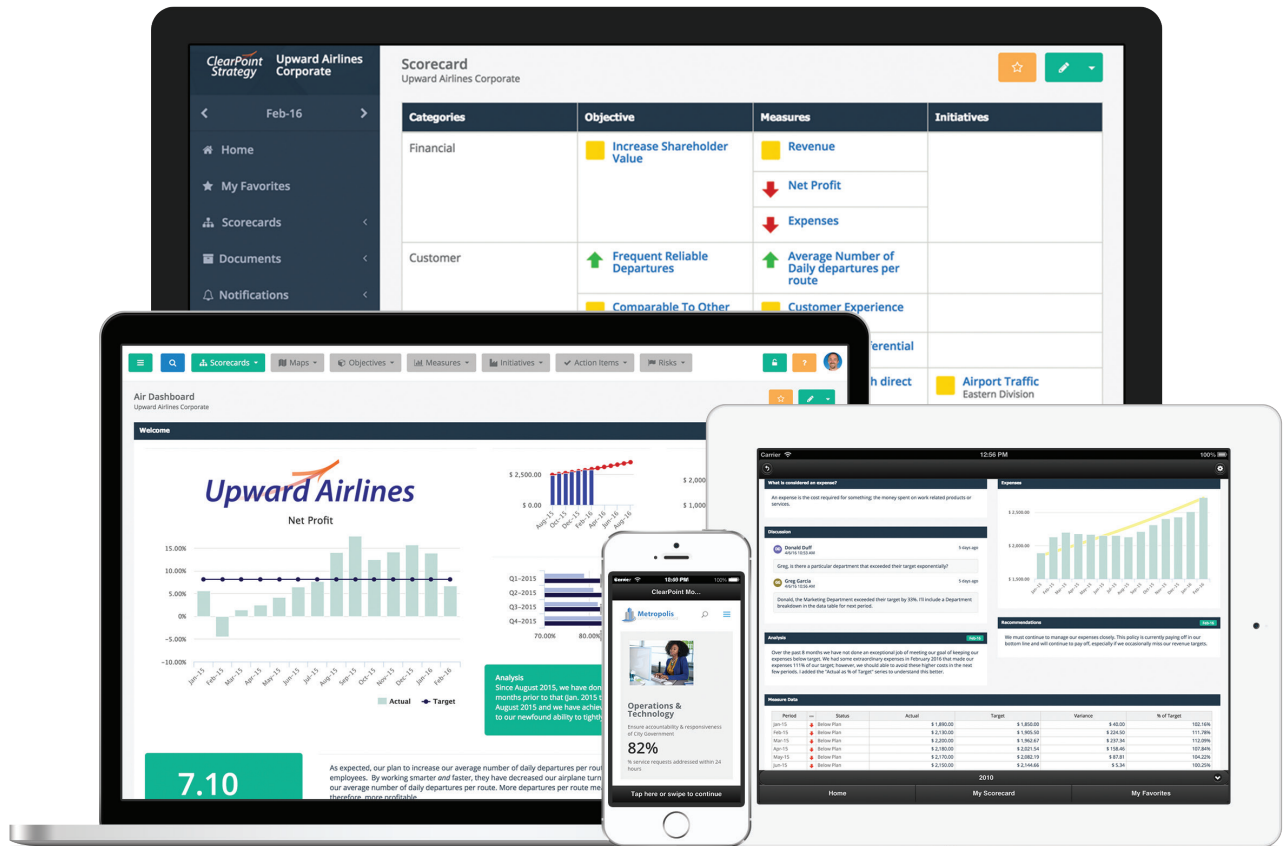
To: Mayor and Councilmembers

From: Reagan Wilson, City Manager

Prepared by: Sarah Eddy, Deputy City Manager

Subject: ClearPoint Strategy

The City of Turlock entered into an agreement with ClearPoint Strategy on August 8, 2022. ClearPoint is strategy management software that allows for reporting and managing strategic plans, tracking performance, centralizes data to monitor progress, and keeps our community engagement fluid. Government agencies utilize ClearPoint for strategy execution, reports and dashboards, and project management. In the near future, a workshop will be scheduled with City Council and department directors to identify and establish goals utilizing the ClearPoint platform.



Scorecard software for teams that get the job done.

ClearPoint is strategy management software that makes your reporting challenges disappear.

www.clearpointstrategy.com

Easy to Use

ClearPoint was built by managers, for managers. You don't have to worry about cryptic commands or configuration.

Cloud Native

ClearPoint lives in the Cloud, making it easy for you to get started, and easy to collaborate with teams around the world.

Mobile

Take ClearPoint with you wherever you go! Our tool is responsive and works on phones and tablets with ease.

Affordable

ClearPoint allows you to get started today at a price as low as \$50 per user per month (billed annually).

Management Reporting

ClearPoint adjusts to fit your reporting process, not the other way around.



You have spent a lot of time designing management reports around the way your team operates. Just because you are implementing software to become more efficient shouldn't mean that you have to change your reporting process. Drag and drop information to create reports, make repeatable templates, and export to PDF in minutes.



Management Reports

Quickly and easily build management reports with a drag and drop interface



Offline Management Report

Generate linked PDF briefing books with one click of the mouse



Excel Exports

Export reports to fully formatted Excel spreadsheets, plus copy and paste from Excel directly into ClearPoint



Data Entry and Integration

Leverage the Data Loader, ClearPoint's API, and Zapier to load information automatically and efficiently

Strategy Management

Earn an execution premium with ClearPoint.

ClearPoint is Balanced Scorecard software that allows you to manage your strategy map, objectives, measures, initiatives, and action items in one place—with no hassle.



Strategy Review Meetings

Have productive review meetings with reports that are always up-to-date



Strategy Maps

Build graphical maps that help you understand the drivers of your strategy



Organizational Alignment

Give your entire organization "line of sight" into how they help execute strategy



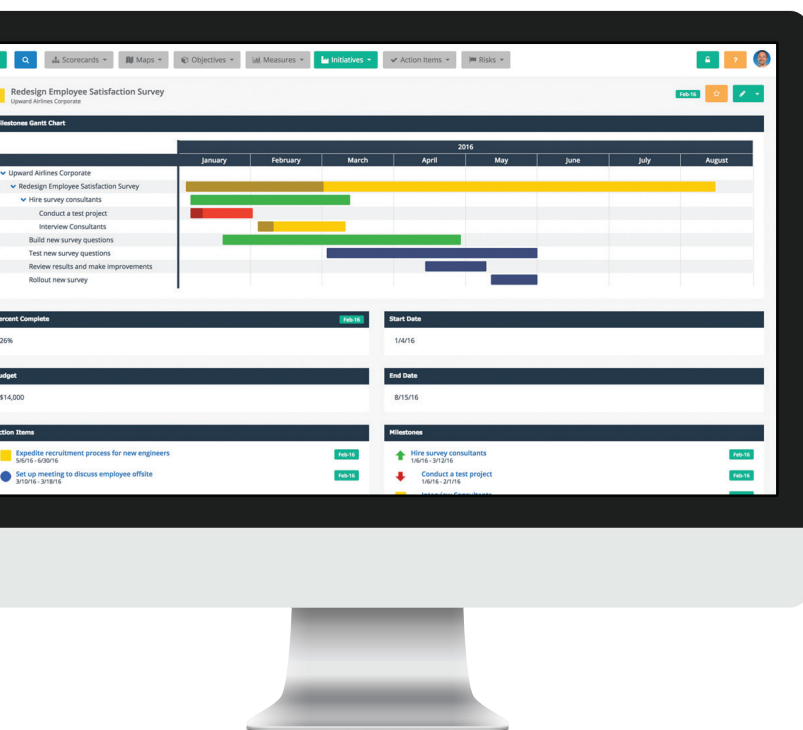
Custom Layouts

Quickly and easily create custom layouts with no coding—just drag and drop!



Project Management

Manage your projects and programs in ClearPoint.



Before ClearPoint, you had a few (poor) choices when it came to managing initiatives. You could sort of do it by making a spreadsheet or presentation and hoping things would add up, create an excessively complex Microsoft Project, or just “wing it.” Now with ClearPoint, you can capture the start date and end date of a project, its associated milestones, and any resources you have allocated to the project.



Initiatives and Milestones

Manage all the initiatives and projects in your organization



Gantt Charting

Create up-to-the-minute Gantt charts quickly and easily with ClearPoint



Email Notifications

Quickly communicate to the entire team and request status updates with email notifications from within ClearPoint



Action Items and Risks

Track action items and risks mapped to all elements of your strategy with ClearPoint

Scorecards and Dashboards

Easily create and customize reports.

ClearPoint has a very flexible charting engine, but the most flexible charting engine in the world is worthless if it's impossible to use. ClearPoint makes it easy for you to create beautiful charts. Your measures can have complex calculations and evaluations that automatically update as you load information. ClearPoint was also built to be viewed clearly on tablets and phones, allowing you to take control of your reporting.



Charting and Visualization

Create the perfect visualization for your data with ClearPoint's charting engine



Custom Reporting Frequency

Mix and match monthly, quarterly, annually or even weekly reporting in ClearPoint



Calculations and Evaluations

Let ClearPoint do the heavy lifting for you with automatic calculations and evaluations



Mobile

ClearPoint is designed for phones and tablets, so your reports will be wherever you need them to be



15-Day Free Trial
clearpointstrategy.com/free-trial



What Our Customers Say

“The system is easy to use and provides the reader with a great analysis of our initiatives. It simplifies the process for tracking our key initiatives and performance benchmarks.”

— Assistant to the City Manager, City of Fort Lauderdale

“We chose ClearPoint because of their staff. I know that when we need a thought partner, we can rely on the ClearPoint team. They understand us and our needs.”

— President, Boys and Girls Club of Puerto Rico

“Visually representing KPIs and linking our measures in ClearPoint makes management reporting easy.”

— Planning and Performance Analyst, Iowa Department of Public Health

Strategy Experts On Call for You

We understand the management reporting challenges you're facing. Our goal is to help solve any challenges you have to help you make decisions quickly.

Representative Clients

Corporate

AIG
Monsanto
PG&E
Lash Group
United Nations Federal Credit Union
BlueBay Asset Management

Municipal

Fort Collins, Colorado
Fort Lauderdale, Florida
Durham, North Carolina
Charlottesville, Virginia
Olathe, Kansas
Fort Worth, Texas
Sarasota County, Florida

Non-Profit

Amtrak
CFA Institute
Wayne County Airport Authority
Boys and Girls Clubs
Catholic Charities

Healthcare

Navajo Area Indian Health Services
Iowa Department of Public Health
Illinois Department of Public Health
Lahey Medical Center
American Association of Critical Care Nurses
University of Virginia Medical Center

Education

Louisiana State University
Los Angeles Unified School District
University of Pennsylvania
International Baccalaureate Organization
Conalep
Department of Education, Mexico

ClearPoint makes complex management reporting easy through a simple drag and drop interface designed to make managers more effective and productive.

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ClearPoint Strategy

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info@clearpointstrategy.com
www.clearpointstrategy.com

City Council Staff Update

January 24, 2023



To: Mayor and Councilmembers

From: Sarah Eddy, Deputy City Manager

Prepared by: Janelle Rodrigues, Staff Services Assistant, Cullen Byrne, Mid-Valley IT Services

Subject: IT Power Users Group, Ticketing System, New Website Development, Office 365

For the month of January 2023, the Information Technology Division has the following to report:

IT Power Users Group

The first IT Power Users Group (IT-PUG) was held. The IT Power Users group consists of the members of the IT Division and Power Users from each department that IT supports. Power users can be described as the person in each department who knows what is working and what is not, is knowledgeable about projects the department is working on that will need IT involvement, has a strong responsibility for the line of business applications used in their area, and may also be responsible for updating telephones and eventually, their page on the City Website.

The goal of the PUG meetings is to foster better communication and collaboration between the IT division and its customers. IT presented the new ticketing system, an update on telephone changes, the status of the city's legacy AS/400 computer system that is being shut down, the website project, and the upcoming move to Office 365 for e-mail.

Ticketing System

The IT Division works on a ticket basis. A ticket is an electronic request for service that end users submit to IT to request support or assistance with any of the IT products (software, systems, telephones, services) that are provided. The new ticketing system upgrades the existing system and adds new features to deliver better customer service, including the ability to submit support requests via e-mail, and submit supporting documents directly to the ticketing system. A significantly improved reporting engine to

allow for easier management of IT support requests and the creation of utilization reports to help better manage IT resources are also part of the new system. Additionally, the IT phone tree has been redesigned to allow for faster access via a single reach number (x1234) for city staff, as well as the automatic conversion of messages left in that voicemail box directly into a ticket.

Website cataloging and RFP Development

The current website serves as the primary gateway for citizens to access information about the city, as well as interact with city systems. These systems include pet adoption, pet licensing, utility billing payments, crime reporting and special event permitting, job postings, building permits, and payments, development fees, neighborhood complaint tracking, and transit information, among many others. Council and staff have expressed a desire to upgrade the current website to a system that is easier to maintain and allows for expanded interaction with citizens and stakeholders. Before upgrading the website, the current applications, which were developed over many years, need to be identified. The departments who own the data on those applications need to have a brief analysis done to determine if those applications should be embedded in the website or if the website should be a point of entry into an existing line of business systems to allow for improved workflow.

An excellent example of this is crime reporting. The current crime reporting method requires manual interaction from the police department. However, the new Police Records Management System (RMS) allows for automated crime reporting directly from the RMS application. As the city looks to upgrade the website, a needs analysis needs to be done to determine how we can most effectively and efficiently report crime data to the public.

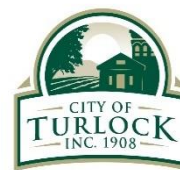
Work has begun to document the current configuration of the website.

Office 365 Migration

IT is finalizing the preparation for taking the first step into the Microsoft Office 365 environment this spring. This will give City staff the opportunity to take advantage of more effective and streamlined applications that will ultimately increase productivity while enhancing communication and cybersecurity.

Department Monthly Report

January 24, 2023



From: Isaac Moreno, Finance Director

Prepared by: Isaac Moreno, Finance Director

Agendized by: Reagan M. Wilson, City Manager

Staffing – The Finance Department is currently in the process of filling the following positions:

Accounting: Accountant III

Billing: Accounting Technician
Account Clerk, Senior
Account Clerk I

Staff is currently working on reallocation of duties within the Accounting department to create efficiencies and strengthen controls.

Assessment Districts – We finalized financial balances through Fiscal Year 2020-21 and are in the process of calculating Fiscal Year 2021-22 financial balances for each district as part of the year end process.

Fiscal Year 2020-2021 Audit – We are currently wrapping up the City's Fiscal Year 2020-2021 audit and have received the draft Financial Statements.

Fiscal Year 2021-2022 Audit – Auditors are currently reviewing information and have started their analysis.

Financial Investments – Currently we are assessing California Asset Management Program (CAMP) to diversify short-term investments and liquidity. The City's Investment Policy has been updated and will be presented to Council on February 14, 2023 council meeting for approval.

New Policies – Staff drafted a new cell phone stipend policy to create efficiencies and reduce costs for the City. The policy is current being reviewed by all bargaining groups.

Procurement Policy – On January 18th staff met with Consultants to finalize scope of work and discuss timeline.

Utility Billing – On January 10th Council authorized the transition back to monthly billing. Social media notices have been developed and are being issued out. In addition, the City's website has been updated with the same content on the front page to make it easier for the public to find.

Measure A – The Measure A Committee met on January 9th, the quarterly financial report was presented and approved (report attached).

MEASURE A (Roads) - Accountability Report

Prepared: 1/5/23
Fund: 115-Measure A Roads
FISCAL YEAR: 2022-2023
Period: 07/01/2022-12/31/2022

	2022-2023 Amended Budget	2022-2023 Actual to Date	2022-2023 Remaining Budget	% of Budget Received/ Expended
Revenues	\$ 7,175,097	\$ 2,566,094.55	\$ 4,609,002	36%
Expenditures				
Contract Attorney	\$ -	\$ -	\$ -	#DIV/0!
City Engineering Services	\$ 500,000	\$ 127,600.19	\$ 372,400	26%
Road Program MBI	\$ 85,000	\$ 85,000	\$ 85,000	0%
Construction Management	\$ 500,000	\$ 132,309.04	\$ 367,691	26%
Design MBI	\$ 440,000	\$ 28,476.82	\$ 411,523	6%
Transfers Out-Measure A Road Maintenance	\$ -	\$ -	\$ -	#DIV/0!
Construction Project	\$ 11,500,000	\$ 246,042.29	\$ 11,253,958	2%
Total Expenditures	\$ 13,025,000.00	\$ 534,428.34	\$ 12,490,572	4%
Revenue Over / (Under) Expenses	\$ (5,849,903)	\$ 2,031,666.21		
FUND BALANCE				
Balance Forward from Prior Fiscal Year		\$ 6,937,798.98	<-Increased by \$1,612,302.94 to match pending entry	
Net Change to Fund Balance		\$ 2,031,666.21		
Current Balance		\$ 8,969,465.19		

City Engineering Services Allocation	2022-2023 Actual to Date
--------------------------------------	--------------------------------

P#21025 (Road Repair Program)	\$ 127,600.19
P#22002 Pavement Maintenance 2022	\$ -
	<u>\$ 127,600.19</u>

Transfers Out-Measure A Road Maintenance	2022-2023 Actual to Date
--	--------------------------------

P#1660 (Linwood Ave ATP Improvements) to Streets 215-40-420.38002_002	\$ -
	<u>\$ -</u>



Balance Sheet

Through 12/31/22

Detail Listing

Include Rollup Account/Rollup to Object

Account	Account Description	Current YTD Balance	Prior Year Total Actual	Net Change	Change %
Fund Category	General Fund				
Fund Type					
Fund	115 - Measure A - Roads				
	ASSETS				
11000	Cash	7,357,162.25	6,529,182.06	827,980.19	12.68
	ASSETS TOTALS	\$7,357,162.25	\$6,529,182.06	\$827,980.19	12.68%
	LIABILITIES AND FUND EQUITY				
	LIABILITIES				
21000	Accounts Payable	.00	1,203,686.02	(1,203,686.02)	(100.00)
	LIABILITIES TOTALS	\$0.00	\$1,203,686.02	(\$1,203,686.02)	(100.00%)
	Prior Year Fund Equity Adjustment	(5,325,496.04)			
	Fund Revenues	(2,566,094.55)			
	Fund Expenses	534,428.34			
	FUND EQUITY TOTALS	\$7,357,162.25	\$0.00	\$7,357,162.25	+++
	LIABILITIES AND FUND EQUITY TOTALS	\$7,357,162.25	\$1,203,686.02	\$6,153,476.23	511.22%
Fund	115 - Measure A - Roads Totals	\$0.00	\$5,325,496.04	(\$5,325,496.04)	(100.00%)
	Fund Type Totals	\$0.00	\$5,325,496.04	(\$5,325,496.04)	(100.00%)
Fund Category	General Fund Totals	\$0.00	\$5,325,496.04	(\$5,325,496.04)	(100.00%)
	Grand Totals	\$0.00	\$5,325,496.04	(\$5,325,496.04)	(100.00%)



Budget Performance Report

Fiscal Year to Date 12/31/22

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 115 - Measure A - Roads										
REVENUE										
Department 10 - Administration										
Division 115 - Measure A										
30020	Sales Tax									
30020_004	Sales Tax Measure A (50%)	7,175,097.00	.00	7,175,097.00	615,637.41	.00	2,566,094.55	4,609,002.45	36	.00
	30020 - Sales Tax Totals	\$7,175,097.00	\$0.00	\$7,175,097.00	\$615,637.41	\$0.00	\$2,566,094.55	\$4,609,002.45	36%	\$0.00
38002	Transfers In-Measure A									
38002_002	Transfers In-Measure A Road Maintenance	.00	.00	.00	.00	.00	.00	.00	+++	7,583,056.66
	38002 - Transfers In-Measure A Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$7,583,056.66
	Division 115 - Measure A Totals	\$7,175,097.00	\$0.00	\$7,175,097.00	\$615,637.41	\$0.00	\$2,566,094.55	\$4,609,002.45	36%	\$7,583,056.66
	Department 10 - Administration Totals	\$7,175,097.00	\$0.00	\$7,175,097.00	\$615,637.41	\$0.00	\$2,566,094.55	\$4,609,002.45	36%	\$7,583,056.66
	REVENUE TOTALS	\$7,175,097.00	\$0.00	\$7,175,097.00	\$615,637.41	\$0.00	\$2,566,094.55	\$4,609,002.45	36%	\$7,583,056.66
EXPENSE										
Department 10 - Administration										
Division 115 - Measure A										
43010	Contract Attorney	.00	.00	.00	.00	.00	.00	.00	+++	12,895.00
43030	City Engineering Services	500,000.00	.00	500,000.00	.00	.00	127,600.19	372,399.81	26	262,872.15
43275	Roads Program									
43275_001	Roads Program MBI	85,000.00	.00	85,000.00	.00	.00	.00	85,000.00	0	746,730.13
	43275 - Roads Program Totals	\$85,000.00	\$0.00	\$85,000.00	\$0.00	\$0.00	\$0.00	\$85,000.00	0%	\$746,730.13
43327	Construction Management	500,000.00	.00	500,000.00	.00	235,797.54	132,309.04	131,893.42	74	29,210.30
43366	Design									
43366_001	Design Roads	440,000.00	.00	440,000.00	.00	86,021.50	28,476.82	325,501.68	26	1,143,978.04
	43366 - Design Totals	\$440,000.00	\$0.00	\$440,000.00	\$0.00	\$86,021.50	\$28,476.82	\$325,501.68	26%	\$1,143,978.04
48002	Transfers Out-Measure A									
48002_002	Transfers Out-Measure A Road Maintenance	.00	.00	.00	.00	.00	.00	.00	+++	61,875.00
	48002 - Transfers Out-Measure A Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$61,875.00
51270	Construction Project	11,500,000.00	.00	11,500,000.00	.00	1,185,521.89	246,042.29	10,068,435.82	12	.00
	Division 115 - Measure A Totals	\$13,025,000.00	\$0.00	\$13,025,000.00	\$0.00	\$1,507,340.93	\$534,428.34	\$10,983,230.73	16%	\$2,257,560.62
	Department 10 - Administration Totals	\$13,025,000.00	\$0.00	\$13,025,000.00	\$0.00	\$1,507,340.93	\$534,428.34	\$10,983,230.73	16%	\$2,257,560.62
	EXPENSE TOTALS	\$13,025,000.00	\$0.00	\$13,025,000.00	\$0.00	\$1,507,340.93	\$534,428.34	\$10,983,230.73	16%	\$2,257,560.62
Fund 115 - Measure A - Roads Totals										
	REVENUE TOTALS	7,175,097.00	.00	7,175,097.00	615,637.41	.00	2,566,094.55	4,609,002.45	36%	7,583,056.66
	EXPENSE TOTALS	13,025,000.00	.00	13,025,000.00	.00	1,507,340.93	534,428.34	10,983,230.73	16%	2,257,560.62
Fund 115 - Measure A - Roads Totals		(\$5,849,903.00)	\$0.00	(\$5,849,903.00)	\$615,637.41	(\$1,507,340.93)	\$2,031,666.21	(\$6,374,228.28)		\$5,325,496.04
Grand Totals										
	REVENUE TOTALS	7,175,097.00	.00	7,175,097.00	615,637.41	.00	2,566,094.55	4,609,002.45	36%	7,583,056.66
	EXPENSE TOTALS	13,025,000.00	.00	13,025,000.00	.00	1,507,340.93	534,428.34	10,983,230.73	16%	2,257,560.62



Budget Performance Report

Fiscal Year to Date 12/31/22

Include Rollup Account and Rollup to Object

Grand Totals	(\$5,849,903.00)	\$0.00	(\$5,849,903.00)	\$615,637.41	(\$1,507,340.93)	\$2,031,666.21	(\$6,374,228.28)	\$5,325,496.04
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MEASURE A (General) - Accountability Report

Prepared: 10/6/22
Fund: 118-Measure A General
FISCAL YEAR: 2022-2023
Period: 07/01/2022-09/30/2022

	2022-2023 Amended Budget	2022-2023 Actual to Date	2022-2023 Remaining Budget	% of Budget Received/ Expended
Revenues	\$ 7,175,097	\$ 2,566,394.54	\$ 4,608,702	36%
Expenditures				
<u>Services, Supplies and Equipment:</u>				
Contract Services Mental Wellbeing	\$ 209,000	\$ 99,450.00	\$ 109,550	48%
Supplies General	\$ 30,000	\$ 27,860.00	\$ 2,140	93%
Sales Tax Contingency Audit	\$ 6,000	\$ -	\$ 6,000	0%
Pierce Volcity Pumper Debt Payment	\$ 151,414	\$ -	\$ 151,414	0%
<u>Salaries & Benefits:</u>				
Police Salaries & Benefits - Special Operations	\$ 404,058	\$ 114,485.15	\$ 289,573	28%
Police Salaries & Benefits - Field Operations	\$ 534,199	\$ 191,546.34	\$ 342,653	36%
Police Salaries & Benefits - Code Enforcement	\$ 712,947	\$ 236,862.28	\$ 476,085	33%
Fire Salaries & Benefits - Operations	\$ 1,162,732	\$ 696,468.74	\$ 466,263	60%
Parks Salaries & Benefits - Maintenance	\$ 92,079	\$ 42,988.10	\$ 49,091	47%
<u>Transfers Out:</u>				
Transfers Out - General Fund Unassigned Reserve (10% of actuals)	\$ 1,435,019	\$ 513,218.91	\$ 921,800	36%
Transfers Out - Fire Feasibility Study	\$ -	\$ 3,163.53		
Transfers Out - General Plan	\$ 250,000	\$ 250,000.00	\$ -	100%
Transfers Out - Measure A Admin/Other GF Salaries	\$ 915,371	\$ 314,257.94	\$ 601,113	34%
Transfers Out - Public Facilities Salaries and Benefits	\$ 83,358	\$ 28,680.93	\$ 54,677	34%
Transfers Out - Parks Salaries and Benefits	\$ 112,773	\$ 36,637.10	\$ 76,136	32%
Transfers Out - Measure A to General Fund	\$ 558,852	\$ -	\$ 558,852	0%
Transfers Out - Recreation Admin Salaries and Benefits	\$ 360,370	\$ 176,113.51	\$ 184,256	49%
Transfers Out - Recreation Sports Salaries and Benefits	\$ 144,032	\$ 79,883.78	\$ 64,148	55%
Total Expenditures	\$ 7,162,204	\$ 2,811,616.31	\$ 4,084,647	39%
Revenue Over / (Under) Expenses	\$ 12,893	\$ (245,221.77)		
FUND BALANCE				
Balance Forward from Prior Fiscal Year		\$ 6,063,988.90	<- Reduced by \$1,612,302.94 to match pending entry	
Net Change to Fund Balance		\$ (245,221.77)		
Current Balance		\$ 5,818,767.13		



Balance Sheet

Through 12/31/22

Detail Listing

Include Rollup Account/Rollup to Object

Account	Account Description	Current YTD Balance	Prior Year Total Actual	Net Change	Change %
Fund Category	General Fund				
Fund Type					
Fund	118 - Measure A				
	ASSETS				
11000	Cash	7,636,703.08	5,054,160.84	2,582,542.24	51.10
13000	Accounts Receivable				
13000_007	Accounts Receivable Accts Rec-Yr End Rev Accrual	.00	2,691,403.52	(2,691,403.52)	(100.00%)
	13000 - Accounts Receivable Totals	\$0.00	\$2,691,403.52	(\$2,691,403.52)	(100.00%)
	ASSETS TOTALS	\$7,636,703.08	\$7,745,564.36	(\$108,861.28)	(1.41%)
	LIABILITIES AND FUND EQUITY				
	LIABILITIES				
21000	Accounts Payable	.00	69,272.52	(69,272.52)	(100.00%)
23000	Due To	205,633.01	.00	205,633.01	+++
	LIABILITIES TOTALS	\$205,633.01	\$69,272.52	\$136,360.49	196.85%
	Prior Year Fund Equity Adjustment	(7,676,291.84)			
	Fund Revenues	(2,566,394.54)			
	Fund Expenses	2,811,616.31			
	FUND EQUITY TOTALS	\$7,431,070.07	\$0.00	\$7,431,070.07	+++
	LIABILITIES AND FUND EQUITY TOTALS	\$7,636,703.08	\$69,272.52	\$7,567,430.56	10,924.15%
Fund	118 - Measure A Totals	\$0.00	\$7,676,291.84	(\$7,676,291.84)	(100.00%)
Fund Type	Totals	\$0.00	\$7,676,291.84	(\$7,676,291.84)	(100.00%)
Fund Category	General Fund Totals	\$0.00	\$7,676,291.84	(\$7,676,291.84)	(100.00%)
	Grand Totals	\$0.00	\$7,676,291.84	(\$7,676,291.84)	(100.00%)



Budget Performance Report

Fiscal Year to Date 12/31/22

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 118 - Measure A										
REVENUE										
Department 10 - Administration										
Division 115 - Measure A										
30020 Sales Tax										
30020_004	Sales Tax Measure A (50%)	7,175,097.00	.00	7,175,097.00	615,637.41	.00	2,566,094.54	4,609,002.46	36	15,166,113.29
30020 - Sales Tax Totals		\$7,175,097.00	\$0.00	\$7,175,097.00	\$615,637.41	\$0.00	\$2,566,094.54	\$4,609,002.46	36%	\$15,166,113.29
37010 Miscellaneous										
37010_000	Miscellaneous General	.00	.00	.00	.00	.00	300.00	(300.00)	+++	.00
37010 - Miscellaneous Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	(\$300.00)	+++	\$0.00
Division 115 - Measure A Totals		\$7,175,097.00	\$0.00	\$7,175,097.00	\$615,637.41	\$0.00	\$2,566,394.54	\$4,608,702.46	36%	\$15,166,113.29
Department 10 - Administration Totals		\$7,175,097.00	\$0.00	\$7,175,097.00	\$615,637.41	\$0.00	\$2,566,394.54	\$4,608,702.46	36%	\$15,166,113.29
REVENUE TOTALS		\$7,175,097.00	\$0.00	\$7,175,097.00	\$615,637.41	\$0.00	\$2,566,394.54	\$4,608,702.46	36%	\$15,166,113.29
EXPENSE										
Department 10 - Administration										
Division 115 - Measure A										
43060 Contract Services										
43060_046	Contract Services Mental Wellbeing	209,000.00	.00	209,000.00	.00	15,000.00	99,450.00	94,550.00	55	91,099.00
43060 - Contract Services Totals		\$209,000.00	\$0.00	\$209,000.00	\$0.00	\$15,000.00	\$99,450.00	\$94,550.00	55%	\$91,099.00
43106	Administrative Support	.00	.00	.00	.00	.00	.00	.00	+++	2,768.38
44001 Supplies										
44001_000	Supplies General	.00	30,000.00	30,000.00	.00	.00	27,860.00	2,140.00	93	62.50
44001 - Supplies Totals		\$0.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$27,860.00	\$2,140.00	93%	\$62.50
47005	Advertising	.00	.00	.00	.00	.00	.00	.00	+++	150.00
47304	Sales Tax Contingency Audit	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	43,894.72
48002 Transfers Out-Measure A										
48002_001	Transfers Out-Measure A To F110Unassigned Gen Fd Reserve	1,435,019.00	.00	1,435,019.00	123,127.48	.00	513,218.91	921,800.09	36	1,516,611.33
48002_002	Transfers Out-Measure A Road Maintenance	.00	.00	.00	.00	.00	.00	.00	+++	7,583,056.66
48002_003	Transfers Out-Measure A Police Training	.00	.00	.00	.00	.00	.00	.00	+++	58,860.00
48002_004	Transfers Out-Measure A Fire Feasibility Study	.00	.00	.00	.00	.00	3,163.53	(3,163.53)	+++	76,071.47
48002_005	Transfers Out-Measure A Fire Salaries & Benefits	.00	.00	.00	.00	.00	.00	.00	+++	327,674.88
48002_006	Transfers Out-Measure A Fire Outside Contractor Labor	.00	.00	.00	.00	.00	.00	.00	+++	20,000.00
48002_007	Transfers Out-Measure A Public Facilities Sal & Ben	.00	.00	.00	.00	.00	.00	.00	+++	29,173.09
48002_008	Transfers Out-Measure A Start Up Veh/Eq Fire Prev Insp	.00	.00	.00	.00	.00	.00	.00	+++	40,000.00
48002_009	Transfers Out-Measure A Genl Plan Implementation&Growth	250,000.00	.00	250,000.00	.00	.00	250,000.00	.00	100	250,000.00
48002_010	Transfers Out-Measure A Police Services Salaries & Ben	.00	.00	.00	.00	.00	.00	.00	+++	153,645.00
48002_012	Transfers Out-Measure A Admin/Other GF Salaries/Benefits	915,371.00	.00	915,371.00	57,446.49	.00	314,257.94	601,113.06	34	.00



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Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 118 - Measure A										
EXPENSE										
Department 10 - Administration										
Division 115 - Measure A										
48002	Transfers Out-Measure A									
48002_014	Transfers Out-Measure A to General Fund	558,852.00	.00	558,852.00	.00	.00	.00	558,852.00	0	.00
	48002 - Transfers Out-Measure A Totals	\$3,159,242.00	\$0.00	\$3,159,242.00	\$180,573.97	\$0.00	\$1,080,640.38	\$2,078,601.62	34%	\$10,055,092.43
Program 800 - Roads (Measure A)										
43010	Contract Attorney	.00	.00	.00	.00	.00	.00	.00	+++	4,467.00
	Program 800 - Roads (Measure A) Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$4,467.00
	Division 115 - Measure A Totals	\$3,374,242.00	\$30,000.00	\$3,404,242.00	\$180,573.97	\$15,000.00	\$1,207,950.38	\$2,181,291.62	36%	\$10,197,534.03
	Department 10 - Administration Totals	\$3,374,242.00	\$30,000.00	\$3,404,242.00	\$180,573.97	\$15,000.00	\$1,207,950.38	\$2,181,291.62	36%	\$10,197,534.03
Department 20 - Police										
Division 200 - Special Operations										
41001	Full Time Salaries	246,312.00	.00	246,312.00	12,382.00	.00	56,999.50	189,312.50	23	.00
41052	Educational Incentive	.00	.00	.00	247.88	.00	1,363.34	(1,363.34)	+++	.00
41056	Management Leave Conversion	.00	.00	.00	.00	.00	2,287.99	(2,287.99)	+++	.00
41059	Continuous Service Pay	.00	.00	.00	148.72	.00	817.96	(817.96)	+++	.00
42001	Uniform Allowance	3,390.00	.00	3,390.00	640.00	.00	640.00	2,750.00	19	.00
42002	Medical Dental Plan	57,866.00	.00	57,866.00	2,550.74	.00	12,599.86	45,266.14	22	.00
42003	Vision Insurance	720.00	.00	720.00	20.40	.00	109.02	610.98	15	.00
42004	Long Term Disability Insurance	2,567.00	.00	2,567.00	129.03	.00	577.77	1,989.23	23	.00
42005	Life Insurance	805.00	.00	805.00	38.98	.00	179.47	625.53	22	.00
42006	SUI	714.00	.00	714.00	.00	.00	.00	714.00	0	.00
42007	Workers Comp Insurance	667.00	.00	667.00	32.20	.00	149.07	517.93	22	.00
42008	City Liability Insurance	4,499.00	.00	4,499.00	239.45	.00	1,066.77	3,432.23	24	.00
42009	PERS	43,425.00	.00	43,425.00	2,226.30	.00	10,202.68	33,222.32	23	.00
42010	Medicare Tax	3,572.00	.00	3,572.00	189.60	.00	873.93	2,698.07	24	.00
42012	Retiree Health Insurance	4,926.00	.00	4,926.00	346.80	.00	1,685.37	3,240.63	34	.00
42013	Deferred Comp	1,232.00	.00	1,232.00	247.88	.00	1,363.34	(131.34)	111	.00
42014	Deferred Comp In Lieu	.00	.00	.00	237.50	.00	237.50	(237.50)	+++	.00
42016	Employee Contrib To PERS	(22,168.00)	.00	(22,168.00)	(222.03)	.00	(4,436.42)	(17,731.58)	20	.00
42019	PERS UAL (Unfunded Accrued Liability)	55,531.00	.00	55,531.00	4,628.00	.00	27,768.00	27,763.00	50	.00
	Division 200 - Special Operations Totals	\$404,058.00	\$0.00	\$404,058.00	\$24,083.45	\$0.00	\$114,485.15	\$289,572.85	28%	\$0.00
Division 210 - Field Operations										
41001	Full Time Salaries	304,743.00	.00	304,743.00	13,956.00	.00	83,773.59	220,969.41	27	.00
41010	Police Special Pay									
41010_006	Police Special Pay POST Officer Differential	3,127.00	.00	3,127.00	428.40	.00	2,570.40	556.60	82	.00
	41010 - Police Special Pay Totals	\$3,127.00	\$0.00	\$3,127.00	\$428.40	\$0.00	\$2,570.40	\$556.60	82%	\$0.00
41050	Bilingual Pay	.00	.00	.00	428.40	.00	2,570.40	(2,570.40)	+++	.00
41052	Educational Incentive	.00	.00	.00	483.60	.00	2,968.95	(2,968.95)	+++	.00



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Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 118 - Measure A										
EXPENSE										
Department 20 - Police										
Division 210 - Field Operations										
41059	Continuous Service Pay	.00	.00	.00	734.46	.00	5,430.24	(5,430.24)	+++	.00
41100	Overtime									
41100_001	Overtime Standard	.00	.00	.00	.00	.00	592.46	(592.46)	+++	.00
41100_025	Overtime Dispatchers	.00	.00	.00	.00	.00	6,004.87	(6,004.87)	+++	.00
41100_029	Overtime Billable	.00	.00	.00	.00	.00	150.37	(150.37)	+++	.00
41100 - Overtime Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,747.70	(\$6,747.70)	+++	\$0.00
42001	Uniform Allowance	5,230.00	.00	5,230.00	1,280.00	.00	2,560.00	2,670.00	49	.00
42002	Medical Dental Plan	77,155.00	.00	77,155.00	3,257.82	.00	19,512.12	57,642.88	25	.00
42003	Vision Insurance	960.00	.00	960.00	28.14	.00	168.56	791.44	18	.00
42004	Long Term Disability Insurance	3,281.00	.00	3,281.00	139.99	.00	845.84	2,435.16	26	.00
42005	Life Insurance	1,030.00	.00	1,030.00	43.96	.00	263.76	766.24	26	.00
42006	SUI	952.00	.00	952.00	.00	.00	.00	952.00	0	.00
42007	Workers Comp Insurance	6,142.00	.00	6,142.00	206.73	.00	1,187.32	4,954.68	19	.00
42008	City Liability Insurance	8,673.00	.00	8,673.00	306.29	.00	1,872.64	6,800.36	22	.00
42009	PERS	75,439.00	.00	75,439.00	2,741.48	.00	12,297.68	63,141.32	16	.00
42010	Medicare Tax	4,610.00	.00	4,610.00	247.62	.00	1,525.54	3,084.46	33	.00
42012	Retiree Health Insurance	12,633.00	.00	12,633.00	653.14	.00	3,918.84	8,714.16	31	.00
42013	Deferred Comp	3,127.00	.00	3,127.00	.00	.00	.00	3,127.00	0	.00
42016	Employee Contrib To PERS	(28,616.00)	.00	(28,616.00)	.00	.00	(3,035.36)	(25,580.64)	11	.00
42019	PERS UAL (Unfunded Accrued Liability)	55,713.00	.00	55,713.00	7,728.00	.00	46,368.12	9,344.88	83	.00
Division 210 - Field Operations Totals		\$534,199.00	\$0.00	\$534,199.00	\$32,664.03	\$0.00	\$191,546.34	\$342,652.66	36%	\$0.00
Division 220 - Code Enforcement										
41001	Full Time Salaries	392,567.00	.00	392,567.00	22,620.50	.00	109,763.15	282,803.85	28	.00
41050	Bilingual Pay	.00	.00	.00	129.50	.00	774.40	(774.40)	+++	.00
41052	Educational Incentive	.00	.00	.00	390.00	.00	1,903.71	(1,903.71)	+++	.00
41053	Sick Leave Conversion Pay	.00	.00	.00	.00	.00	1,876.31	(1,876.31)	+++	.00
41055	Vacation Conversion Pay	.00	.00	.00	661.02	.00	1,330.23	(1,330.23)	+++	.00
41059	Continuous Service Pay	.00	.00	.00	561.40	.00	2,757.60	(2,757.60)	+++	.00
41100	Overtime									
41100_001	Overtime Standard	.00	.00	.00	111.58	.00	331.68	(331.68)	+++	.00
41100 - Overtime Totals		\$0.00	\$0.00	\$0.00	\$111.58	\$0.00	\$331.68	(\$331.68)	+++	\$0.00
42001	Uniform Allowance	9,030.00	.00	9,030.00	2,485.00	.00	4,188.77	4,841.23	46	.00
42002	Medical Dental Plan	135,022.00	.00	135,022.00	6,454.52	.00	33,028.00	101,994.00	24	.00
42003	Vision Insurance	1,680.00	.00	1,680.00	66.08	.00	303.63	1,376.37	18	.00
42004	Long Term Disability Insurance	4,233.00	.00	4,233.00	214.58	.00	1,050.00	3,183.00	25	.00
42005	Life Insurance	1,328.00	.00	1,328.00	65.08	.00	318.29	1,009.71	24	.00
42006	SUI	1,666.00	.00	1,666.00	69.00	.00	69.00	1,597.00	4	.00



Budget Performance Report

Fiscal Year to Date 12/31/22
Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 118 - Measure A										
EXPENSE										
Department 20 - Police										
Division 220 - Code Enforcement										
42007	Workers Comp Insurance	9,555.00	.00	9,555.00	628.71	.00	2,914.30	6,640.70	31	.00
42008	City Liability Insurance	10,856.00	.00	10,856.00	527.89	.00	2,242.67	8,613.33	21	.00
42009	PERS	90,290.00	.00	90,290.00	4,154.78	.00	17,806.32	72,483.68	20	.00
42010	Medicare Tax	5,890.00	.00	5,890.00	384.16	.00	1,746.60	4,143.40	30	.00
42012	Retiree Health Insurance	11,600.00	.00	11,600.00	607.85	.00	2,885.03	8,714.97	25	.00
42013	Deferred Comp	1,382.00	.00	1,382.00	73.96	.00	376.78	1,005.22	27	.00
42014	Deferred Comp In Lieu	.00	.00	.00	475.00	.00	1,425.00	(1,425.00)	+++	.00
42016	Employee Contrib To PERS	(36,557.00)	.00	(36,557.00)	.00	.00	(5,939.31)	(30,617.69)	16	.00
42019	PERS UAL (Unfunded Accrued Liability)	74,405.00	.00	74,405.00	9,285.00	.00	55,710.12	18,694.88	75	.00
Division 220 - Code Enforcement Totals		\$712,947.00	\$0.00	\$712,947.00	\$49,965.61	\$0.00	\$236,862.28	\$476,084.72	33%	\$0.00
Department 20 - Police Totals		\$1,651,204.00	\$0.00	\$1,651,204.00	\$106,713.09	\$0.00	\$542,893.77	\$1,108,310.23	33%	\$0.00
Department 30 - Fire										
Division 300 - Operations										
41001	Full Time Salaries	655,666.00	.00	655,666.00	56,501.00	.00	334,988.80	320,677.20	51	14,280.00
41020 Fire Special Pay										
41020_001	Fire Special Pay EMT Certificates	6,028.00	.00	6,028.00	547.00	.00	3,282.00	2,746.00	54	.00
41020_002	Fire Special Pay Fitness Incentive	8,400.00	.00	8,400.00	400.00	.00	2,400.00	6,000.00	29	.00
41020_003	Fire Special Pay FLSA Wages	12,306.00	.00	12,306.00	958.57	.00	5,681.77	6,624.23	46	.00
41020_004	Fire Special Pay PFP	.00	.00	.00	604.50	.00	6,623.55	(6,623.55)	+++	.00
41020_007	Fire Special Pay Management Certificate	3,014.00	.00	3,014.00	273.50	.00	1,641.00	1,373.00	54	.00
41020 - Fire Special Pay Totals		\$29,748.00	\$0.00	\$29,748.00	\$2,783.57	\$0.00	\$19,628.32	\$10,119.68	66%	\$0.00
41050	Bilingual Pay	.00	.00	.00	200.00	.00	1,200.00	(1,200.00)	+++	.00
41052	Educational Incentive	.00	.00	.00	300.00	.00	2,100.00	(2,100.00)	+++	300.00
41053	Sick Leave Conversion Pay	.00	.00	.00	.00	.00	1,514.71	(1,514.71)	+++	.00
41059	Continuous Service Pay	8,439.00	.00	8,439.00	1,288.98	.00	7,665.84	773.16	91	.00
41100 Overtime										
41100_001	Overtime Standard	.00	.00	.00	15,277.19	.00	91,792.30	(91,792.30)	+++	.00
41100_007	Overtime Department Business	.00	.00	.00	.00	.00	41.31	(41.31)	+++	.00
41100 - Overtime Totals		\$0.00	\$0.00	\$0.00	\$15,277.19	\$0.00	\$91,833.61	(\$91,833.61)	+++	\$0.00
42001	Uniform Allowance	12,190.00	.00	12,190.00	4,980.00	.00	9,960.00	2,230.00	82	.00
42002	Medical Dental Plan	167,899.00	.00	167,899.00	12,880.44	.00	76,936.15	90,962.85	46	4,465.00
42003	Vision Insurance	2,160.00	.00	2,160.00	95.38	.00	569.45	1,590.55	26	50.00
42004	Long Term Disability Insurance	7,149.00	.00	7,149.00	581.29	.00	3,462.89	3,686.11	48	148.80
42005	Life Insurance	2,243.00	.00	2,243.00	178.08	.00	1,051.62	1,191.38	47	44.90
42006	SUI	2,142.00	.00	2,142.00	.00	.00	.00	2,142.00	0	.00
42007	Workers Comp Insurance	13,688.00	.00	13,688.00	1,574.38	.00	9,130.09	4,557.91	67	69.99
42008	City Liability Insurance	17,014.00	.00	17,014.00	1,750.43	.00	10,429.97	6,584.03	61	430.55



Budget Performance Report

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Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 118 - Measure A										
EXPENSE										
Department 30 - Fire										
Division 300 - Operations										
42009	PERS	188,913.00	.00	188,913.00	15,203.97	.00	80,503.70	108,409.30	43	5,257.73
42010	Medicare Tax	10,502.00	.00	10,502.00	1,166.35	.00	6,719.01	3,782.99	64	207.96
42012	Retiree Health Insurance	35,885.00	.00	35,885.00	2,666.66	.00	15,564.36	20,320.64	43	285.60
42013	Deferred Comp	5,345.00	.00	5,345.00	33.72	.00	135.87	5,209.13	3	71.40
42014	Deferred Comp In Lieu	5,700.00	.00	5,700.00	950.00	.00	5,700.00	.00	100	.00
42016	Employee Contrib To PERS	(84,175.00)	.00	(84,175.00)	.00	.00	(24,085.65)	(60,089.35)	29	.00
42019	PERS UAL (Unfunded Accrued Liability)	82,224.00	.00	82,224.00	6,910.00	.00	41,460.00	40,764.00	50	.00
48002	Transfers Out-Measure A									
48002_005	Transfers Out-Measure A Fire Salaries & Benefits	.00	.00	.00	.00	.00	.00	.00	+++	146,149.38
48002 - Transfers Out-Measure A Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$146,149.38
53026	Pierce Velocity Pumpers (2)									
53026_001	Pierce Velocity Pumpers (2) Interest	59,849.00	.00	59,849.00	.00	.00	.00	59,849.00	0	.00
53026_002	Pierce Velocity Pumpers (2) Principal	91,565.00	.00	91,565.00	.00	.00	.00	91,565.00	0	.00
53026 - Pierce Velocity Pumpers (2) Totals		\$151,414.00	\$0.00	\$151,414.00	\$0.00	\$0.00	\$0.00	\$151,414.00	0%	\$0.00
Division 300 - Operations Totals		\$1,314,146.00	\$0.00	\$1,314,146.00	\$125,321.44	\$0.00	\$696,468.74	\$617,677.26	53%	\$171,761.31
Department 30 - Fire Totals		\$1,314,146.00	\$0.00	\$1,314,146.00	\$125,321.44	\$0.00	\$696,468.74	\$617,677.26	53%	\$171,761.31
Department 50 - Municipal Services										
Division 500 - Public Facilities										
48002	Transfers Out-Measure A									
48002_007	Transfers Out-Measure A Public Facilities Sal & Ben	83,358.00	.00	83,358.00	6,437.16	.00	28,680.93	54,677.07	34	.00
48002 - Transfers Out-Measure A Totals		\$83,358.00	\$0.00	\$83,358.00	\$6,437.16	\$0.00	\$28,680.93	\$54,677.07	34%	\$0.00
Division 500 - Public Facilities Totals		\$83,358.00	\$0.00	\$83,358.00	\$6,437.16	\$0.00	\$28,680.93	\$54,677.07	34%	\$0.00
Department 50 - Municipal Services Totals		\$83,358.00	\$0.00	\$83,358.00	\$6,437.16	\$0.00	\$28,680.93	\$54,677.07	34%	\$0.00
Department 60 - Parks										
Division 600 - Maintenance										
41001	Full Time Salaries	45,564.00	.00	45,564.00	3,682.00	.00	22,092.00	23,472.00	48	.00
41055	Vacation Conversion Pay	.00	.00	.00	.00	.00	1,877.03	(1,877.03)	+++	.00
41100	Overtime									
41100_001	Overtime Standard	.00	.00	.00	.00	.00	63.72	(63.72)	+++	.00
41100 - Overtime Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63.72	(\$63.72)	+++	\$0.00
42002	Medical Dental Plan	19,289.00	.00	19,289.00	827.54	.00	4,965.24	14,323.76	26	.00
42003	Vision Insurance	240.00	.00	240.00	7.74	.00	46.44	193.56	19	.00
42004	Long Term Disability Insurance	475.00	.00	475.00	38.36	.00	230.16	244.84	48	.00
42005	Life Insurance	149.00	.00	149.00	11.68	.00	70.08	78.92	47	.00
42006	SUI	238.00	.00	238.00	.00	.00	.00	238.00	0	.00
42007	Workers Comp Insurance	1,279.00	.00	1,279.00	19.78	.00	129.10	1,149.90	10	.00
42008	City Liability Insurance	1,400.00	.00	1,400.00	113.18	.00	738.74	661.26	53	.00



Budget Performance Report

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 118 - Measure A										
EXPENSE										
Department 60 - Parks										
Division 600 - Maintenance										
42009	PERS	7,236.00	.00	7,236.00	584.70	.00	3,342.51	3,893.49	46	.00
42010	Medicare Tax	661.00	.00	661.00	52.42	.00	342.67	318.33	52	.00
42012	Retiree Health Insurance	911.00	.00	911.00	73.64	.00	441.84	469.16	49	.00
42013	Deferred Comp	228.00	.00	228.00	18.42	.00	110.52	117.48	48	.00
42016	Employee Contrib To PERS	(4,101.00)	.00	(4,101.00)	.00	.00	(1,491.21)	(2,609.79)	36	.00
42019	PERS UAL (Unfunded Accrued Liability)	18,510.00	.00	18,510.00	1,543.00	.00	10,029.26	8,480.74	54	.00
48002	Transfers Out-Measure A									
48002_013	Transfers Out-Measure A Parks & Rec Salaries & Benefits	112,773.00	.00	112,773.00	8,167.14	.00	36,637.10	76,135.90	32	21,002.90
	48002 - Transfers Out-Measure A Totals	\$112,773.00	\$0.00	\$112,773.00	\$8,167.14	\$0.00	\$36,637.10	\$76,135.90	32%	\$21,002.90
	Division 600 - Maintenance Totals	\$204,852.00	\$0.00	\$204,852.00	\$15,139.60	\$0.00	\$79,625.20	\$125,226.80	39%	\$21,002.90
	Department 60 - Parks Totals	\$204,852.00	\$0.00	\$204,852.00	\$15,139.60	\$0.00	\$79,625.20	\$125,226.80	39%	\$21,002.90
Department 61 - Recreation										
Division 620 - Recreation Administration										
48002	Transfers Out-Measure A									
48002_013	Transfers Out-Measure A Parks & Rec Salaries & Benefits	360,370.00	.00	360,370.00	29,041.81	.00	176,113.51	184,256.49	49	.00
	48002 - Transfers Out-Measure A Totals	\$360,370.00	\$0.00	\$360,370.00	\$29,041.81	\$0.00	\$176,113.51	\$184,256.49	49%	\$0.00
	Division 620 - Recreation Administration Totals	\$360,370.00	\$0.00	\$360,370.00	\$29,041.81	\$0.00	\$176,113.51	\$184,256.49	49%	\$0.00
Division 624 - Sports										
48002	Transfers Out-Measure A									
48002_013	Transfers Out-Measure A Parks & Rec Salaries & Benefits	144,032.00	.00	144,032.00	13,313.96	.00	79,883.78	64,148.22	55	.00
	48002 - Transfers Out-Measure A Totals	\$144,032.00	\$0.00	\$144,032.00	\$13,313.96	\$0.00	\$79,883.78	\$64,148.22	55%	\$0.00
	Division 624 - Sports Totals	\$144,032.00	\$0.00	\$144,032.00	\$13,313.96	\$0.00	\$79,883.78	\$64,148.22	55%	\$0.00
	Department 61 - Recreation Totals	\$504,402.00	\$0.00	\$504,402.00	\$42,355.77	\$0.00	\$255,997.29	\$248,404.71	51%	\$0.00
	EXPENSE TOTALS	\$7,132,204.00	\$30,000.00	\$7,162,204.00	\$476,541.03	\$15,000.00	\$2,811,616.31	\$4,335,587.69	39%	\$10,390,298.24
Fund 118 - Measure A Totals										
	REVENUE TOTALS	7,175,097.00	.00	7,175,097.00	615,637.41	.00	2,566,394.54	4,608,702.46	36%	15,166,113.29
	EXPENSE TOTALS	7,132,204.00	30,000.00	7,162,204.00	476,541.03	15,000.00	2,811,616.31	4,335,587.69	39%	10,390,298.24
Fund 118 - Measure A Totals		\$42,893.00	(\$30,000.00)	\$12,893.00	\$139,096.38	(\$15,000.00)	(\$245,221.77)	\$273,114.77		\$4,775,815.05
Grand Totals										
	REVENUE TOTALS	7,175,097.00	.00	7,175,097.00	615,637.41	.00	2,566,394.54	4,608,702.46	36%	15,166,113.29
	EXPENSE TOTALS	7,132,204.00	30,000.00	7,162,204.00	476,541.03	15,000.00	2,811,616.31	4,335,587.69	39%	10,390,298.24
Grand Totals		\$42,893.00	(\$30,000.00)	\$12,893.00	\$139,096.38	(\$15,000.00)	(\$245,221.77)	\$273,114.77		\$4,775,815.05

City Manager's Monthly Report

Public Works Department

January 24, 2023



Congratulations to the following staff who received promotions recently:

Jasmine Morales, Recreation Coordinator
Andrew Conrad, Worker I
Manuel Zamore, Worker I
Marcos Solorio, Worker I
David Harrison, Worker I
Joseph Barboa, Worker I

ENGINEERING

CAPITAL PROJECTS

City Project 20-013 "Water and Sewer Main Extensions – Golden State Blvd"

The project includes extension of water and sewer services on N. Golden State Boulevard from Atherstone Road beyond N. Taylor Road to approximately 1,500 feet south of W. Barnhart Road. The contractor is planning to mobilize within the next two weeks weather permitting.

City Project 22-022 "HVAC Unit Replacements – Various Locations"

The project scope includes replacement of twelve (12) HVAC units at existing City buildings complete with new MERV-13 filters and the UV (Ultraviolet) light for disease mitigation. The City buildings include City Hall, two fire stations, and WQC. On October 11, 2022, City Council approved an agreement with Champion Industrial for the project. Staff has received an estimated list of shipping dates for materials; some as early as this month, most around March and May, and others as late as October. Staff will continue to work with the contractor to obtain the materials as soon as possible.

City Project 22-024 "UV Sterilization of Existing HVAC Units"

Bid opening on February 2, 2023, at 2:30 PM in the Engineering Conference Room for a similar City project. This project scope includes only the installation of UV light in all existing HVAC units at select City facilities. The engineer's estimate for the project is \$107,000, and it will be the second rebid. Staff hopes to receive a successful bid and start construction soon.

Projects In Design Or Pre-Construction:

- City Project 22-030 "Senior Center Sliding Glass Doors" will be going out to bid within the next two weeks.
- City Project 22-037 "Fire Station No. 32 & 33 Reroof" is in design and staff expects it to go out to bid in the Spring of 2023.
- City Project 21-042 "Fire Station No. 31 & 34 Data Improvements" is in design and staff expects it to go out to bid in the Spring of 2023.
- City Project 21-033 "Slurry Seals 2022" is in design and will go out to bid in early March 2023. This slurry includes assessment districts in the northern part of town as well as some principal/major arterials like Monte Vista Avenue and part of Countryside Drive.

ROADS PROGRAM

Construction activities for City Project Nos. 22-001 and 22-017 “Wayside Drive Reconstruction and Sewer Replacement” have progressed (Figure 1). Installation of the new sanitary sewer and removal of the existing sanitary sewer, from Geer Road to Denair Avenue, have been completed. Rain has been delaying the concrete work which needs to be completed prior to new pavement construction.

Figure 1 *Construction beginning on Wayside Road*



MAINTENANCE

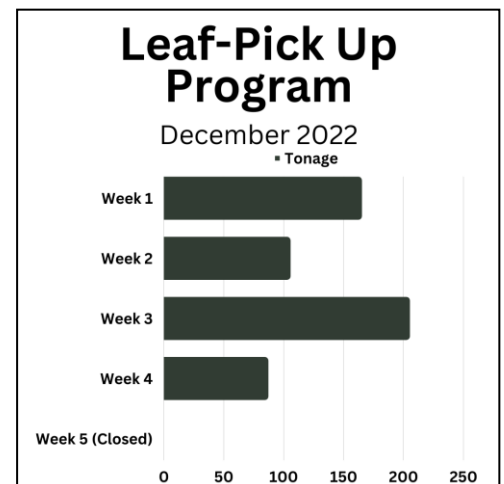
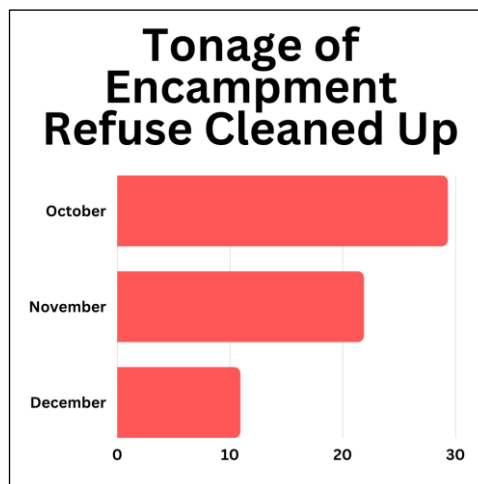
Pothole & Encampment Clean-up Update

STREETS

During the month of December, staff conducted some encampment clean-ups, filled potholes, and picked up leaves. During December, staff picked up a total of 562.5 tons of leaves throughout town for the Leaf Pick-Up program that began at the beginning of November.

In December our two asphalt patch trucks and the large packer truck for leaf pick-up were down for a period of time

and we also had three catalytic converters stolen. Vehicles repairs, staff members out with illness, and heavy storms made for a very busy month for staff. During this time, many maintenance team members pitch in to help where they are needed, especially as it relates to debris pick-up, urgent pothole filling, and filling sandbags for the public.



Pothole Repair

Reporting a pothole is a public service – bringing the hazardous area to our staff’s attention will ensure that it gets addressed. It’s important that all members of the public know how to make a report so that our staff can address the hazardous area quickly.

1. Go to our City website (cityofturlock.org)
2. Select “Streets & Traffic” from the menu
3. Select “Residential Pothole Repair”

From this page you can...

1. Report a pothole
 - a. It helps our staff the most if you can identify a specific address of the pothole and include plenty of pictures – especially with landmarks in the background (road signs, street lights, etc). Give as much detail as you can - this helps us to understand the location of the area of concern.
2. View the routine maintenance Pothole Repair Schedule
 - a. Please note that this schedule may be affected by extreme weather conditions. The same staff who fill potholes may be the ones addressing a tree that fell on a roadway or who will need to fill sandbags in preparation of a storm.



Figure 3 Recent Pothole on Santa Cruz Ct

If you report a pothole on your street or route, that report will go directly to our staff who input work orders for our Streets crew. Maintenance requests are prioritized based on the nature of the work and risk to the public. Immediate hazards are addressed first, and all other maintenance requests are completed as resources allow.

When the weather is cold and rainy, our staff are unable to obtain and apply the hot asphalt mix that tends to have a longer effective life. Instead, we use a more temporary cold asphalt fix that we follow up on later to confirm it’s still holding or, if necessary, apply the hot mix. We’re appreciative of all who use this process, because it helps us to better serve the community.



Figure 3 New ADA Accessible Drinking Fountain at Broadway Park

PARKS

In addition to their regular work, our Parks crew replaced the drinking fountain at Broadway Park (Figure 3). They also spent time removing and cleaning up trees that fell over as a result of the recent storms (Figure 4). Every storm, it is expected that trees fall in our parks. Staff have to determine where fallen trees are located, evaluate each one, and prioritize which ones to take care of first. This affects their ability to complete other routine tasks.

ASSESSMENTS

While our Assessments team still spent time completing

their regular tasks, they often were pulled to assist other teams in necessary and urgent storm prep, cleanup, and repair work.

FACILITIES, PEDRETTI PARK, AND SPORTS COMPLEX

Our Sports teams has been prepping fields at Pedretti and the Turlock Regional Sports Complex (TRSC) for the upcoming sports seasons, including dethatching & seeding fields and replacing soccer goals.

RECREATION

PLAY (POSITIVE LEISURE ACTIVITIES FOR YOUTH) AND ASES (AFTER SCHOOL EDUCATION AND SAFETY)

PLAY and ASES programs had a busy month with Christmas themed activities before break and now starting back up after New Years. Sites were busy with Arts/Crafts/Games and holiday parties. All sites continue to grow, which means we continue to need more staff. We are currently in the process of hiring another 10 to 12 P/T staff to assist with open spots and substitute Rec Leaders. All PLAY and ASES sites closed on December 16th and returned on January 9th. The Recreation Coordinator position for the out of school programs was hired and started on January 17th. We are excited to have Jasmine Morales as the newest member of our team.

CDBG (COMMUNITY DEVELOPMENT BLOCK GRANT)

We just finished calculating the total for the second quarter usage of the CDBG funded Recreation For All Scholarship. In the second quarter we provided \$3,205.60 in scholarship for recreation programs. The primary usage was for the PLAY programs with a few more utilizing it for self-defense. This brings our annual scholarships provided to a total of \$5,236.80. We have \$4,763.20

left for the rest of the fiscal year. We are on track for expending our granted amount. We continue to look forward to future recreation programs offered and helping those in need. We have also applied for grant for the next fiscal year. Our presentation to the organization will be on January 26th.



Figure 4 Removing a fallen tree at Crane Park

CLASSES AND SPORTS

There are a variety of youth classes that the community has the opportunity to take part in:

- Softball and Kickball registration is open for the upcoming Spring League. Spring League will begin February 21st and will end March 31st with playoffs beginning April 4th.
- Dance registration has been open and starts tomorrow, January 25th! We are

offering Wednesday and Thursday classes From January 25th to April 27th at the Turlock Community Theatre . The recital will be April 28th.

- Self-Defense Winter/Spring class started January 9th and ends March 20th. These classes are on Monday nights at the Senior Center. Our Beginner and Yellow & Orange Belt classes are full with 30 each and the Purple Belt and above class has 15 registered.

RENTALS

We are in the season for tournaments! Pedretti has a tournament each month. These tournaments are for baseball and softball ranging from youth to seniors. CSU Stanislaus is going to be hosting their softball tournament, Tournament of Champions, March 31st, April 1st-2nd.

SPECIAL EVENTS

Upcoming Events that have been approved by the Special Event Application process:

January 27 – 29: Turlock Swap Meet

January 28: The Kayla Bernardi BEE Positive Fun Run/Walk

TRANSIT

City staff has released a Request for Proposals (RFP) for a new transit operations and management contract for the City's transit system. This is complex, FTA-compliant procurement will involve a lot of time and resources from City transit staff during the solicitation process. City staff plan to make a selection recommendation to City Council at the April 25, 2023 Council meeting with an effective contract start date of July 1, 2023, which allows a transition time for a new contractor if the incumbent contractor is not selected.

On December 26, 2022, a vehicle was involved in a traffic accident at the Transit Center that resulted in one of the vehicles striking a vertical column of one of the canopy structures on the east side of the Transit Center property (Figure 5). First responders attended to the injured driver and gathered the necessary information about the incident. City staff will be coordinating with the architect who designed the structure to determine next steps. The site has since been secured with temporary chain link fencing.



Figure 5 *Damaged column at Transit Center*

Municipal Services Department Monthly Report

January 24, 2023



WATER QUALITY CONTROL DIVISION

The Water Quality Control Staff continued to be focused on delivery performance-based wastewater treatment, which means optimizing available capacity, equipment, and resource and meter specific unit process targets and goals. As always, our primary operating criteria are to make process control decisions to achieve zero permit violations while operating within budget. Here are the Division highlights for the month of December.

HIGHLIGHTS

- On December 10th the Wastewater Treatment Facility was hydraulically overloaded during the intense storm event. The treatment facility can temporarily handle peak flow rates up to 30 million gallons per day or 21,000 per minute. During the event, the facility exceeded the hydraulic capacity for 5 hours and reached a peak flow of 39.3 million gallons per day (figure 1). As expected, two of the primary flotation clarifiers clogged and had to be removed from service to clear the blockage. Staff was able to get one unit back in service with completely removing from the service and other had to be pumped down and cleared with an outside contractor. While the event extreme staff was able to maintain water quality standards and sustain recycled water effluent standards.
- Instrumentation and Control staff updated a control panel for sewer lift pump station no. 64 (figure 2). The upgrade included a new input/output board configuration which was designed inhouse and greatly improved above the manufacture's standard equipment.
- Sentinel Plan – The City has contracted with Confluence Engineering Group to evaluate water quality conditions, anticipated distribution system (DS) water quality changes due to the addition of chlorine to ground water (GW) supplies and integration of new surface water (SW) supplies, and potential impacts on DS pipelines (e.g. scale destabilization). Mitigation strategies are being developed and implemented to minimize potential impacts. As a portion of this study, work is being planned to monitor current DS water quality conditions (unchlorinated), chlorinated, and blended surface water conditions. Monitoring will help the City understand if DS upsets occur after treatment changes so that appropriate responses can be implemented. It will also serve as a “baseline” snapshot of existing conditions for comparative purposes. The Sentinel Monitoring Plan will be used to alert the City of potential DS scale destabilization events. The plan entails weekly sampling events at locations throughout the distribution system for parameters such as pH, conductivity, ORP, chlorine, turbidity, total iron and manganese, and heterotrophic plate count. Changes in any of these parameters can alert City and Confluence staff to potential destabilization events in the DS that may need to be addressed.
- Staff continued participating in the Healthy Central Valley Together SARS-CoV-2 (COVID) wastewater testing - COVID wastewater surveillance testing continues. See attachment for the December results.
- This monthly, PBS featured a video on the COVID study mentioned above called “How scientist use wastewater to track the spread of COVID.”
 - <https://www.pbs.org/newshour/show/how-scientists-use-wastewater-to-track-the-spread-of-covid>

STATISTICS

- Lab staff conducted 5,894 analysis on 682 water/wastewater samples.
- WQC delivered 100% of the treated wastewater to recycled water applications.
- Zero (0) NPDES permit violations during the review period.
- Water Quality Control Facility performance:

<i>Final Effluent</i>	<i>Average</i>	<i>Limit</i>
Flow	11.5 MGD	-
Total Suspended Solids	1.1 mg/L	10 mg/L
Biochemical Oxygen Demand	1.4 mg/L	10 mg/L
Ammonia	0.1 mg/L	2.2 mg/L
Nitrate	6.6 mg/L	10 mg/L
Turbidity	0.1 NTU	2 NTU

- Environmental Compliance Activities:

<i>Type</i>	<i>Inspections/Site Visits</i>	<i>Grease Interceptors</i>	<i>pH Compliance/ Calibrations</i>	<i>Predevelopment/ Planning/ Meetings</i>	<i>Data Entry/Reports</i>	<i>Maintenance/ Cleaning</i>
Totals	2	17	7	11	65	6

Figure 1: Sewer 64 RTU Update

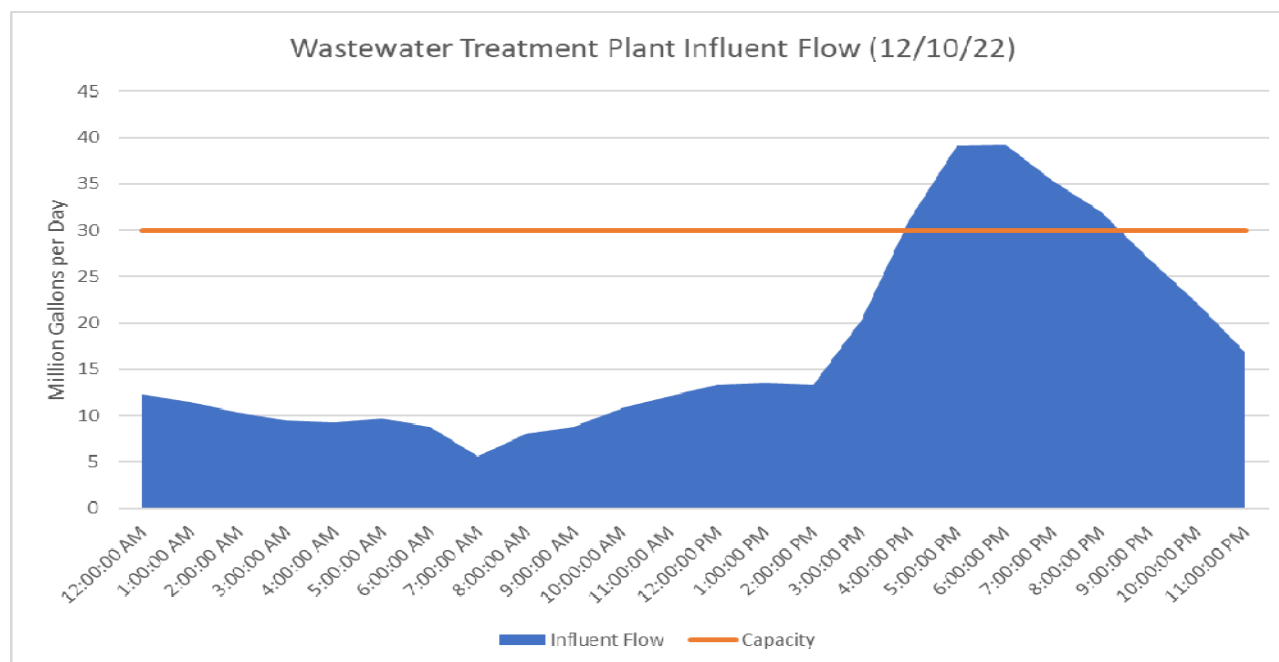


Figure 2: New Control Panel at Sewer Lift Station No. 64

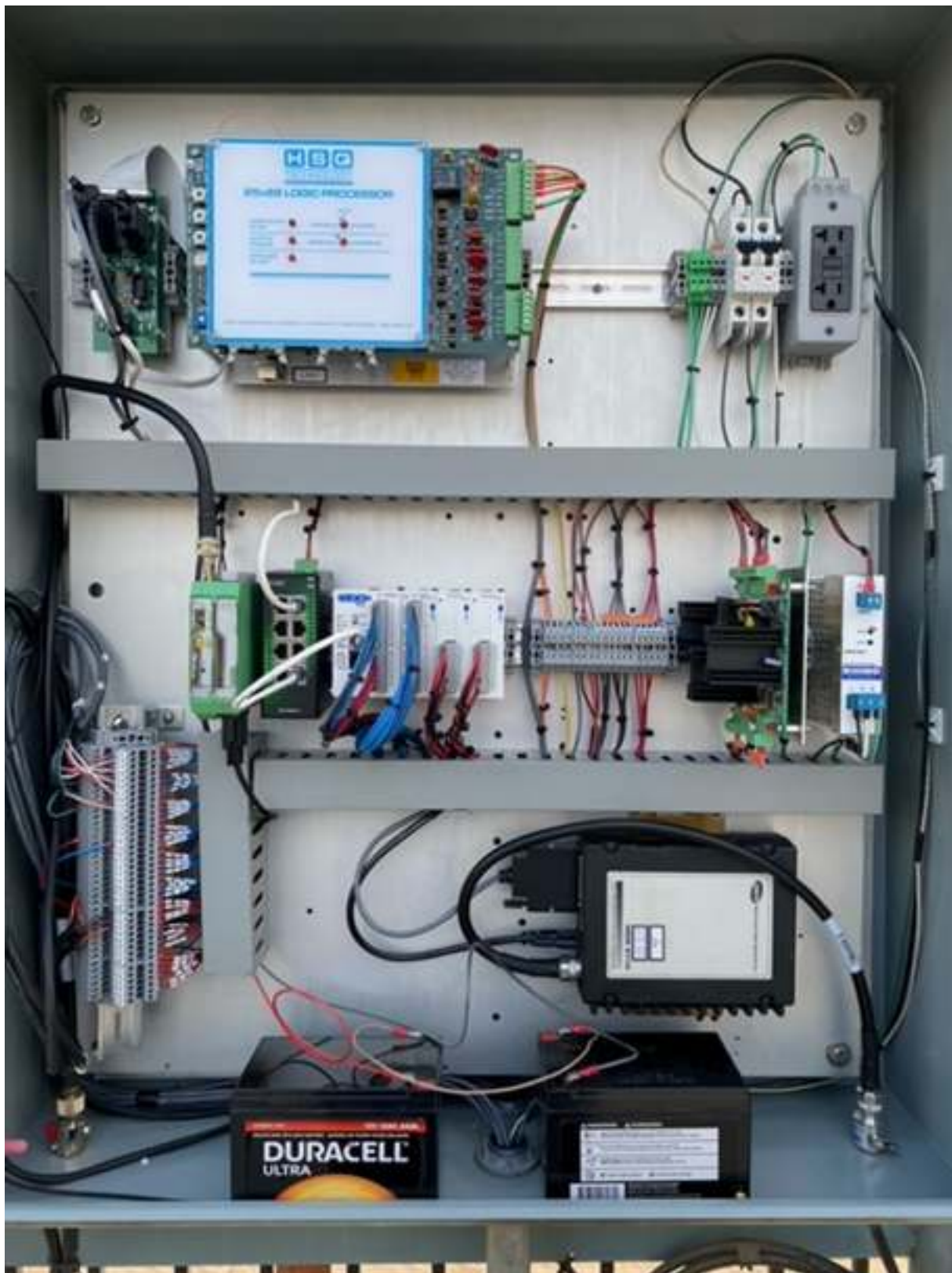
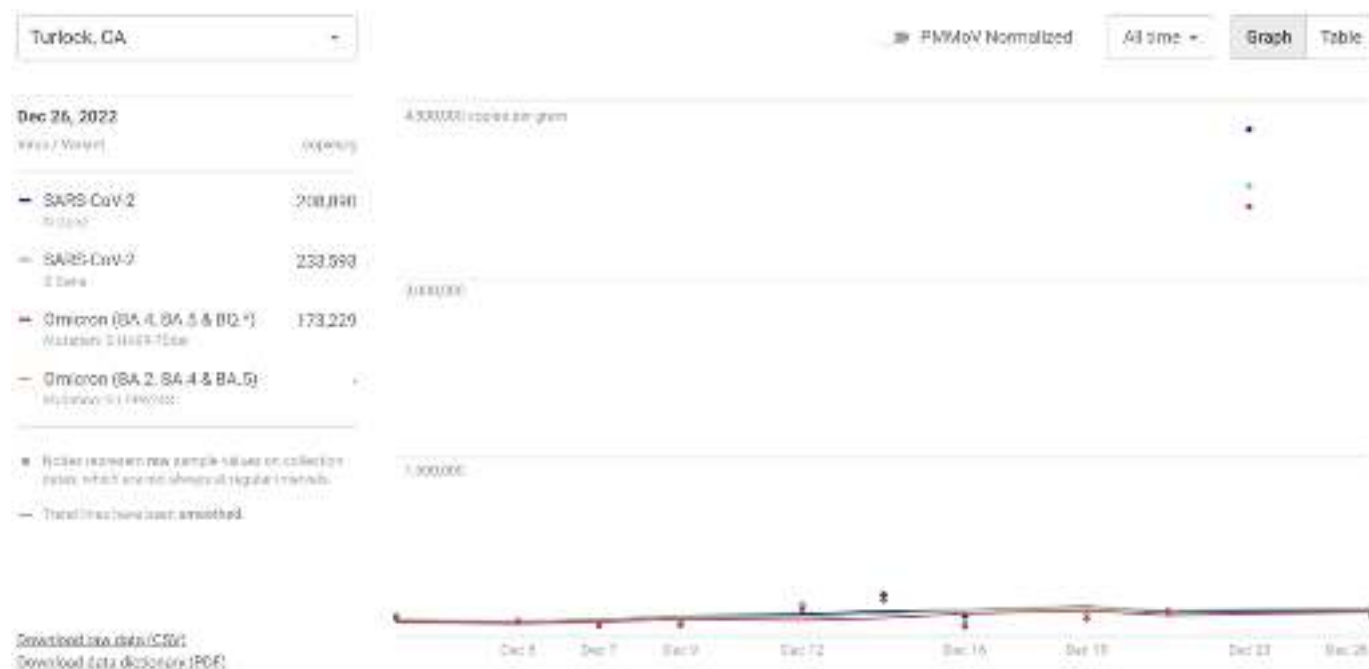


Figure 3: Healthy Central Valley Together SARS-CoV-2 Data - Turlock



PBS Feature!



Check us and our partners
WastewaterSCAN, Yolo
County Public Health, and
the Esparto Wastewater
Treatment Facility out on
PBS NewsHour:

**How scientists use
wastewater to track the
spread of COVID**

<https://www.pbs.org/newshour/show/how-scientists-use-wastewater-to-track-the-spread-of-covid>



UTILITIES DIVISION

WATER	TOTALS
Water leaks	5
Water taps	10
Meter replacements/installs	18
Meters repaired	7
Well checks for 16 operational wells	16
Well checks for 9 off line wells	9
Well checks for 6 irrigation wells	6
3 Storage water tanks checked	24
City bac-t samples collected	100
Manual meter reads for finance	1,851
Cross Conn./Occupancy Inspections	25

TOTALS

SEWER	
<i>Total sewer footage cleaned</i>	17,443 FT
<i>Sewer plugs</i>	6
<i>Sewer lift stations cleaned</i>	13
<i>Clean outs installed</i>	3
<i>Sewer main repairs</i>	0

TOTALS

STORM	
<i>Catch basins cleaned</i>	5
<i>Storm pumps checked</i>	272

REGULATORY AFFAIRS DIVISION

Solid Waste:

- State of California Department of Resources Recycling and Recovery
 - Notice of intent to Comply (NOIC). - Extended to January 2023.
 - Still waiting from State to issue NOIC.
 - Corrective Action Plan and Complaint for penalty (CAPACFP).
 - Must still comply with AB 1383 by end of the year
 - Extended to January 2023.
 - RA team submitted Q4 2022 to Cal Recycle
 - Items pending will be provided by Hauler
- Turlock Scavenger
 - Commercial Roll is underway
 - (Organic) complete.
 - (Recycle) Roll Out is pending (not enough bin inventory)
 - 200 left to roll out (completing Date 1.13.2023).
 - Hauler still reviewing franchise agreement to include AB 1383
 - Target Date Feb. 2023.
 - Hauler is still updating AB 1383 Route Review, Contamination Tracking, Enforcement, Citation, and Record Keeping process,
 - Target Date Feb 2023.

Water:

- Submitted TCP/Arsenic Corrective Action Plan Quarter 4 to *State Water Resource Control Board, Division of Drinking Water (DDW)*.
- Permit Amendment(s) –
 - RA Submitted System Wide Chlorination Permit Amendment
 - Site inspection schedule for Feb. 2, 2023.
 - LCR Program
 - RA team has 40 participants.
 - RA team will focus on Teir1 for the remaining. 20.
 - RA working with Carollo Engineering on Terminal Tank and booster pump Permit Amendment
 - RA reached out to Carollo Engineering but have not hear back from them.
 - P&P worked with RA and submitted Well 38 Permit Amendment
 - RA team rescheduled DDW site inspection to Feb. 2, 2023 to approve/deny permit for chlorination and well 38.
 - Jacobs Engineering is continuing to work on Surface Water Source and Facility
 - All items in progress
 - RA will take the lead on well 08.
 - GAC was awarded to consultant and will deliver GAC media to station
 - RA team sent CARBON consultants O&M plan for installation process.
- UCMR 5 GWRMP – Lab team is schedule to collect this week 1.9.2023.
- PCE Mitigation - RA is continue works with P&P, Geosyntec, and Downey Brand.

WQC:

- CASQA - OWOW monthly meeting
 - Plant harmony is messaging Pyrethroid Plan and educational material.
 - Susan Bontempo is the representative.

Outreach/Education/Social Media Ad's:

- Public Information/Outreach
 - P&P is taking the lead on system wide chlorination messaging.
 - P&P is schedule to present on January 24, 2023 to counsel.
 - Dialysis response draft letter is being completed by P&P.

- Once approved messaging will be updated and sent via bill insert.
 - Possibly use August 2022 versions.
- RA is campaigning winter conservation.
 - Winter schedule is airing on TV and social media.
 - Started Nov. 1, 2022.





DEVELOPMENT SERVICES DEPARTMENT

Monthly Report – January 24, 2023



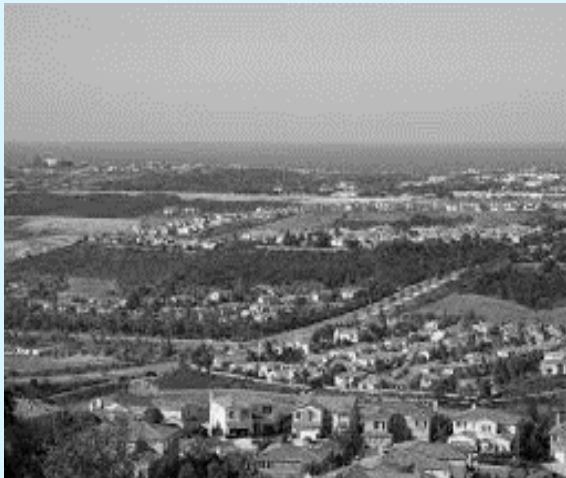
BUILDING



The Development Services Department continues to strive to provide excellent customer service while ensuring the health, safety, enhancement, and prosperity of our community.



HOUSING



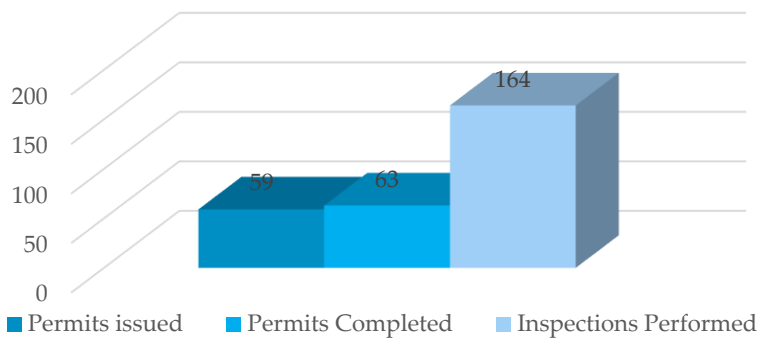
PLANNING



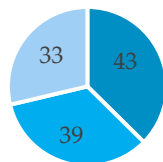
BUILDING

Update

Building Statistics



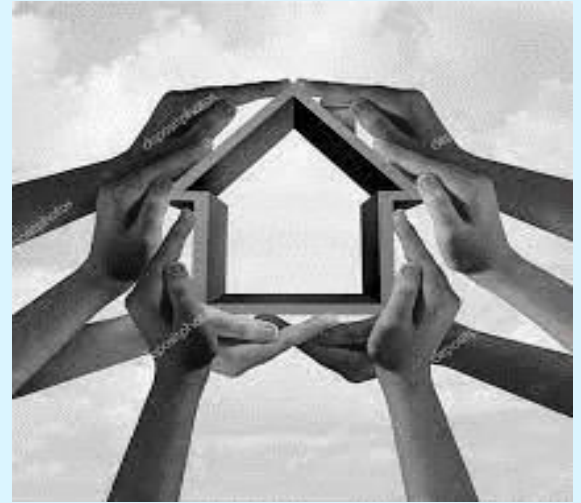
Permits Applied For December 2022



- MINOR REVIEW PROJECTS
- OVER THE COUNTER PROJECTS
- PLAN CHECK PROJECTS

Housing Division Monthly Update

December 2022



- The Housing Division staff continues to meet with our consultant, CloudBurst, to work on the preparation of the HOME American Rescue Program (ARP) Plan. The Turlock HOME Consortium is allocated \$5,323,420 of supplemental HOME funds to assist individuals or households who are homeless or at risk of homelessness and other vulnerable populations by providing housing, rental assistance, supportive services, and non-congregate shelter. The qualifying populations are people experiencing homelessness, people at risk of homelessness, people feeling or attempting to flee domestic violence, dating violence, sexual assault or human trafficking. Eligible activities are production or preservation of affordable rental housing, tenant based rental assistance, supportive services, homeless preventions services, housing counseling, purchase and development of non-congregate shelters and nonprofit operating and capacity-building. The plan must be built around the results of the required data collection. Cloudburst has been engaging stakeholders with surveys and meetings as well as analysis of HMIS, ACS and other data sources.
- Housing staff has been attending trainings and coordinating with Stanislaus County on the Point-In-Time Count. The count of sheltered homeless individuals and families will occur on January 25th and the count of unsheltered will occur on January 26th. Turlock anticipates coordinating 35 volunteers for the count on January 26th. Volunteers will meet at City Hall at 7:45 a.m. on the 26th and will be assigned in groups to various sections of the City.

HOUSING FINANCIAL REPORT

Funds with HUD:

Prepared: 12/5/2022

Stanislaus Housing Consortium		
CHDO		1,257,375.00
Administrative Funds		778,310.35
HOME		3,094,105.84
		<hr/> 5,129,791.19
CDBG-CV		
		767,381.56
CDBG		
		1,245,710.33
HOME-ARP		
Administrative Funds		266,171.00
Home Activates		-
		<hr/> 266,171.00

Notes:

- Home activities funds for HOME-ARP are not available to draw until plan is complete
- Funds stated above do not reflect expenditures that have not been submitted for reimbursement

Funds with City:

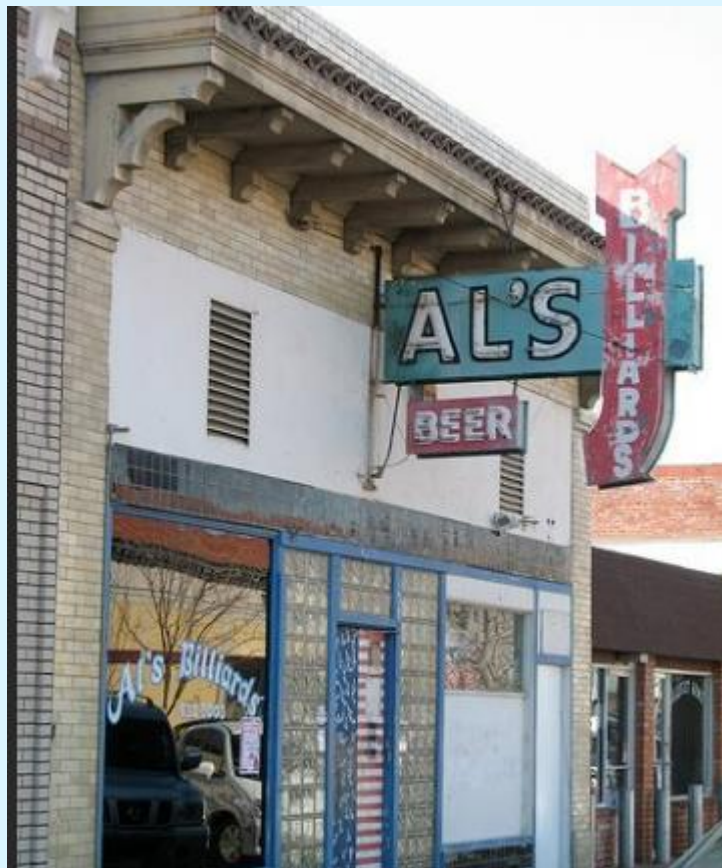
CDBG (with City) Fund 255	632,145.88
HOME Consortium Fund 256	684,479.73
State HOME Fund 257	
State Home Funds	2,580,041.35
Cal HOME Program	1,700,579.67
HEAP	80,864.96
	<hr/> 4,361,485.98
Housing Stimulus Fund 258	41,050.85
HOME-ARP Fund 259	(100,718.77)
Successor Agency - LMI Fund 625	2,307,030.68

TOTAL OF ALL FUNDS:	\$	15,334,528.43
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PLANNING DIVISION UPDATE

Conditional Use Permit 2022-08 –128 S Center St 39 Milestone

The applicant has applied for a Conditional Use Permit to operate a bar at 128 S. Center Street, (Stanislaus County APN 061-018-009). 39 Milestone is proposing to offer billiards, electronic darts, shuffleboard, and live entertainment. If approved, tenant improvements and upgrades will be made as needed.



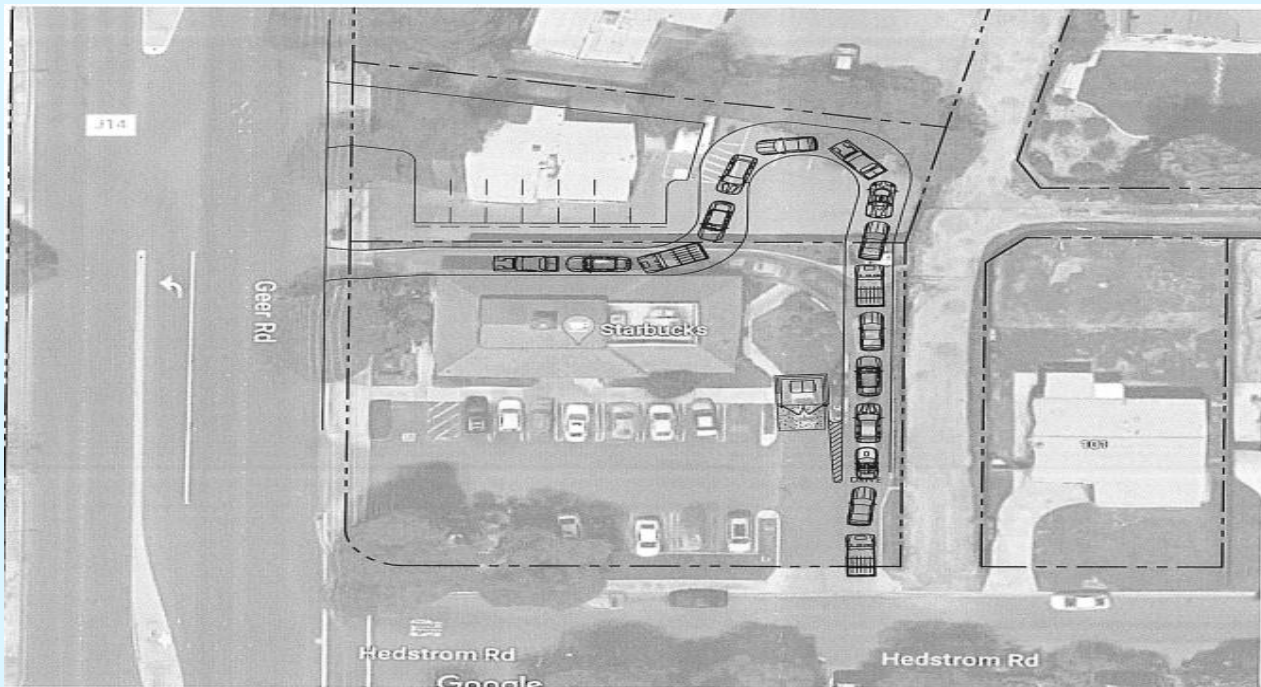
MINOR DISCRETIONARY PERMIT 2022-19 RCG-2971 Sun Valley Ct

The proposed project is the construction of two professional offices – 9,700 square feet and 6,500 square feet – on a 1.8-acre property located at 2971 Sun Valley Court (Stanislaus County APN 087-028-011). Other on-site improvements include paving, landscaping, fencing, and parking areas with lighting. Access to the office buildings would be provided by a 32-foot wide driveway access easement from Sun Valley Court



MINOR DISCRETIONARY PERMIT 2023-01 Tim Bettencourt-3000 & 3008 Countryside Dr

The applicant is requesting to expand the current parking lot and drive thru located at 3000 Geer Rd APN# 072-010-058 into the neighboring lot located at 3008 Geer Rd. APN# 072-010-054. The existing building located at 3008 Geer will be demolished for this project.



Development Services Department

Business Permits Applied For

BUSINESS ADDRESS	BUSINESS PERMIT TYPE	BUSINESS NAME
1260 GEER RD	ZONING CERTIFICATE/OCCUPANCY INSPECTION	QUIK STOP MARKET #551079
	HOME OCCUPATION PERMIT	ECO SOLAR LLC
1801 COLORADO AVE 330	ZONING CERTIFICATE/OCCUPANCY INSPECTION	VALLEY MRI AND RADIOLOGY, INC
	HOME OCCUPATION PERMIT	IVHEALERS
2111 GEER RD 213	ZONING CERTIFICATE/OCCUPANCY INSPECTION	MARSHALL PROTECTION SECURITY
	HOME OCCUPATION PERMIT	LIV DESIGNS LLC
	HOME OCCUPATION PERMIT	FM CLEANING SERVICE
2422 GEER RD	ZONING CERTIFICATE/OCCUPANCY INSPECTION	GOLDEN CUTS & BARBER
	HOME OCCUPATION PERMIT	ENERGETIC HEALTH
	HOME OCCUPATION PERMIT	TURLOCK DRIVING SCHOOL
	HOME OCCUPATION PERMIT	GROWING TOGETHER FAMILY SERVIC

MONTHLY CITY MANAGER'S REPORT

December 2022



ADMINISTRATION

Turlock Police Department news:

- On December 16, TPD promoted Lead Dispatcher Kaitlin Gagliolo to the position of Public Safety Communications Assistant Supervisor. She started with TPD as a Dispatcher Trainee in 2017, and has continued to develop and grow in her career. Congratulations, Kaitlin!
- On December 30, Detective Tim Redd Retired. He was with the Turlock Police Department for fifteen years. He committed his career to crimes against children and high-tech crimes. We wish him the best on his next chapter of life. TPD Administration has been busy planning a Detective Assessment Center to replace Detective Redd. This is an internal recruitment and we have four very qualified candidates. The Assessment Center will be on January 18.
- Chief Hedden is will be doing more Meet and Greets in 2023. The first is scheduled for January 12, 2023, from 10:00 a.m. to Noon at Alison's Café House.



Detective Redd's "last call"

5,832

FIELD & SUPPORT OPERATIONS

PATROL & COMMUNICATIONS

4,000

2,660

2,000

0

NON -
EMERGENCY
CALLS

911
CALLS

504
REPORTS
TAKEN

87
ARRESTS

325
TRAFFIC
STOPS

114
CITATIONS
ISSUED

ANIMAL SERVICES



46 DOGS SEIZED



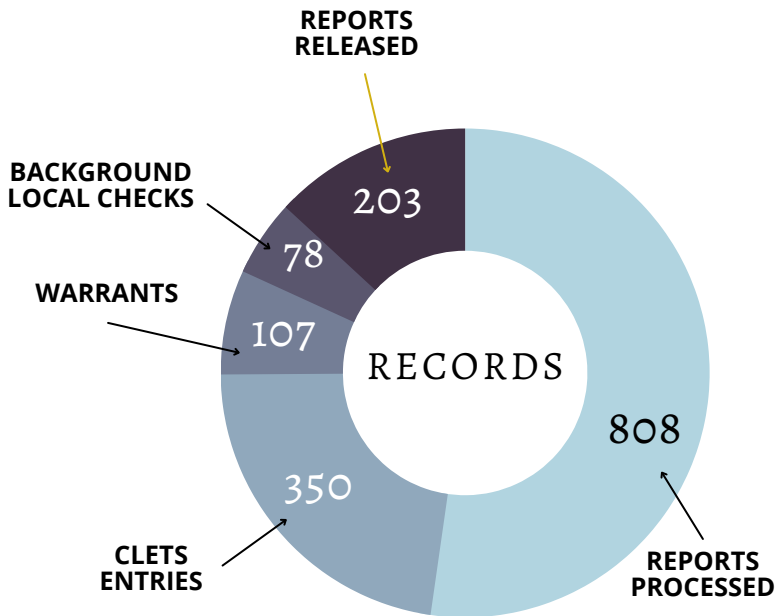
5 CATS SEIZED



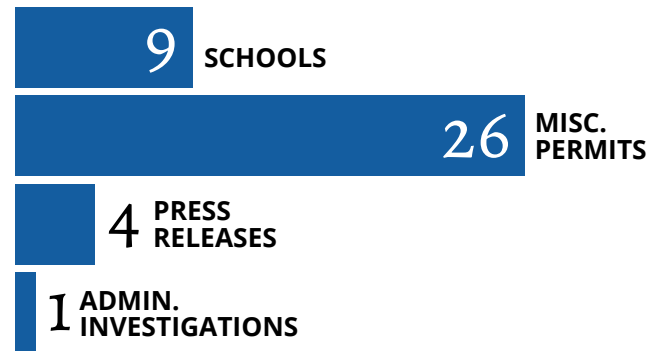
45 ADOPTED/RETURN TO
OWNER/TRANSPORTED TO RESCUE.

MONTHLY CITY MANAGER'S REPORT

December 2022

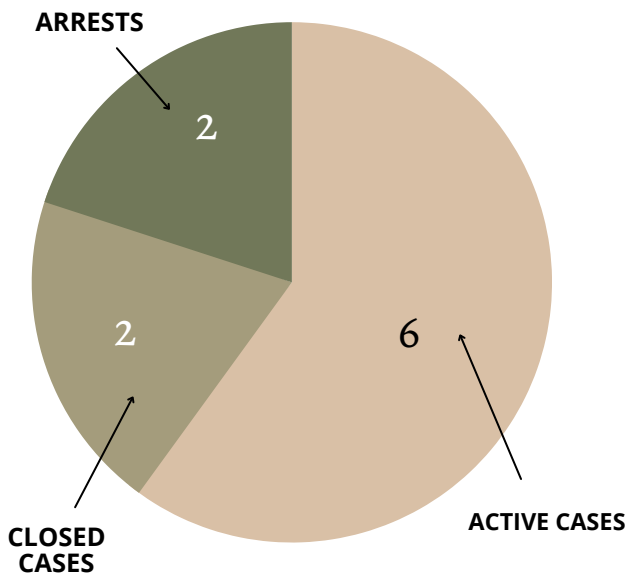


PROFESSIONAL STANDARDS



SPECIAL OPERATIONS

SPECIAL INVESTIGATIONS UNIT



Additional:

Narcotics - 400 grams of marijuana and 30 THC vape pens seized

DETECTIVES

