

City Council Meeting Agenda



JANUARY 11, 2022

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

**NOTICE: CITY HALL HAS BEEN CLOSED TO THE PUBLIC DUE TO AN
OUTBREAK OF THE COVID VIRUS.**

**TO AVOID SPREAD OF THE COVID VIRUS, THIS CITY COUNCIL MEETING WILL BE HELD IN
ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e) AND OTHER PROVISIONS OF
THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AS
WELL AS OTHER RELEVANT LAWS SUCH AS THE FEDERAL AMERICANS WITH
DISABILITIES ACT.**

THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC.

**TO PARTICIPATE IN OR WATCH THIS MEETING, YOU MUST DO SO USING ONE OF THE
FOLLOWING METHODS:**

TO JOIN ON YOUR COMPUTER OR SMART PHONE/TABLET:

CLICK ON THIS MEETING LINK: <https://us02web.zoom.us/j/84924629186>

OR

**GO TO THE ZOOM WEBSITE: <https://zoom.us/join> AND ENTER
WEBINAR ID NUMBER: 849 2462 9186**

**TO JOIN BY TELEPHONE*: DIAL 669-900-6833 AND ENTER
WEBINAR ID NUMBER: 849 2462 9186**

****participant's phone number will be public****

**PLEASE NOTE THAT DUE TO TECHNICAL UPGRADES THAT ARE NOT COMPLETE, THIS
MEETING WILL NOT BE STREAMED ON THE CITY OF TURLOCK WEBSITE AND WILL NOT BE
BROADCAST ON SPECTRUM CHANNEL 2.**

Mayor
Amy Bublak

Council Members

Nicole Larson
Andrew Nosrati

Rebecka Monez
Pam Franco
Vice Mayor

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

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

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

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

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

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

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

1. CLOSED SESSION:

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

2. APPROVAL OF AGENDA AS POSTED OR AMENDED

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

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

- A. Presentation: Self-Help Enterprises (*Ramos*)
- B. Appointment: Planning Commission
- C. Appointment: Parks, Arts, and Recreation Commission
- D. Appointment: CDBG Grant Selection Committee (Community Members)

4. PUBLIC PARTICIPATION

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

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

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

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

- A. Resolution: Accepting Monthly Demands of 9/30/21 in the amount of \$16,648,081.89; Weekly Demands of 12/2/21 in the amount of \$1,015,711.73; Weekly Demands of 12/9/21 in the amount of \$455,489.66; Weekly Demands of 12/16/21 in the amount of \$1,296,648.79; Weekly Demands of 12/23/21 in the amount of \$1,522,703.39
- B. Motion: Accepting Minutes of the Regular Meeting of December 14, 2021
- C. Motion: Approving of Contract Change Order No. 1 (Final) in the decreased amount of \$6,679 (Non-General Fund – Fund 215) for City Project No. 18-53 "Intersection Improvements at Tully Rd and Tuolumne Rd" bringing the contract total to \$467,801
Motion: Accepting improvements for City Project No. 18-54 "Intersection Improvements at Tully Rd and Tuolumne Rd" and authorizing the Acting City Engineer to file a Notice of Completion
- D. Motion: Approving Amendment No. 1 to the Agreement between the City of Turlock and Provost & Pritchard Engineering Group for Design Services of the Drinking Water Chlorination Project to include an additional scope of work for continuation of construction administration and construction management, and increasing the compensation by \$195,000, for a total not-to-exceed amount of \$836,300
- E. Resolution: Approving the Tentative Agreement updating the Memorandum of Understanding ("MOU") between the City of Turlock and Turlock Management Association – Public Safety covering the period of July 1, 2021 through June 30, 2022
- F. Resolution: Approving a salary range adjustment for the job classification of Executive Administrative Assistant/Municipal Services from Confidential salary range 27.4 to range 29.2, effective January 11, 2022
Motion: Approving update of the job description for Executive Administrative Assistant/Municipal Services
- G. Resolution: Reinstating the Executive Assistant to the City Manager/City Clerk position at salary range 35.1 and approving modifications to the job description, effective January 11, 2022
Resolution: Approving an amendment to the salary schedule of the existing management schedule of benefits and policies adopted by Resolution No. 2021-131 dated July 13, 2021 to include all approved management salaries
- H. Resolution: Reaffirming the Director of Emergency Services Proclamation of Existence of a Local Emergency in response to COVID-19

7. FINAL READINGS:

- A. Request to amend the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2021-01 Planned Development 280 (Balisha Ranch)]. (*Quintero*)

Recommended Action:

Ordinance: Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2021-01 Planned Development 280 (Balisha Ranch)]

Resolution: Establishing Conditions of Approval for Planned Development 280 (Balisha Ranch)

- B. Request to repeal Turlock Municipal Code Title 6, Chapter 3, regarding Garbage, Rubbish, and Organic Refuse in its entirety, and add a new Title 6, Chapter 3, regarding Garbage, Recyclable Materials, and Organic Waste to incorporate changes related to upcoming SB 1383 state mandated requirements. (*Madden*)

Recommended Action:

Ordinance: Repealing Turlock Municipal Code Title 6, Chapter 3, regarding Garbage, Rubbish, and Organic Refuse in its entirety, and adding a new Title 6, Chapter 3, regarding Garbage, Recyclable Materials, and Organic Waste to incorporate changes related to upcoming SB 1383 state mandated requirements

8. PUBLIC HEARINGS:

- A. ***This item was continued from the December 14, 2021, City Council meeting.***
Request to deny the appeal and affirm the Planning Commission decision Denying Variance 2021-01 (Perfect Union) at 2500 N. Golden State Boulevard. (*Quintero*)

Recommended Action:

Resolution: Denying the appeal and affirming the Planning Commission decision Denying Variance 2021-01 (Perfect Union) at 2500 N. Golden State Boulevard

9. ACTION ITEMS:

- A. Request to authorize City Manager to execute service agreement with Performance on Purpose, LLC for City Mental Wellbeing Program by performing training and coaching AND approving a Service Agreement between the City of Turlock and Performance on Purpose, LLC for Mental Wellbeing Program and appropriating \$417,994 from Fund 119 (American Rescue Plan Act (ARPA)) Unassigned Reserve to Expense Account Number 119-10-118.43060_046 "Contract Services Mental Wellbeing". (*Moreno*)

Recommended Action:

Motion: Authorize Interim City Manager to execute service agreement with Performance on Purpose, LLC for City Mental Wellbeing Program by performing training and coaching

Resolution: Approving a Service Agreement between the City of Turlock and Performance on Purpose, LLC for Mental Wellbeing Program and appropriating \$417,994 from Fund 119 [American Rescue Plan Act (ARPA)] Unassigned Reserve to Expense Account Number 119-10-188.43060_046 “Contract Services Mental Wellbeing”

- B. Request to accept and consent to the Interim City Manager’s appointment of Jason Hedden to the position of Chief of Police for the City of Turlock Police Department, effective February 16, 2022, and approving an Employment Agreement. (*Eddy*)

Recommended Action:

Resolution: Accepting and consenting to the Interim City Manager’s appointment of Jason Hedden to the position of Chief of Police for the City of Turlock Police Department, effective February 16, 2022, and approving an Employment Agreement

10. CITY MANAGER REPORTS/UPDATES

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

- A. City Manager (*Eddy*)
1. Administration Update

11. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Requests for Council items for future consideration will be scheduled in accordance with the City of Turlock Elected and Appointed Officials’ Handbook (Resolution No. 2019-094), unless otherwise specified by the Mayor or a majority of the Council.

12. AD HOC COMMITTEE REPORTS: None

13. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

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

14. CLOSED SESSION:

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

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

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

Claimant: Miguel Garcia

Agency Claimed Against: City of Turlock

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

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

Claimant: Jammu Petro Food Inc, RJ Singh

Agency Claimed Against: City of Turlock

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

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

Claimant: Jammu Petro Food Inc, RJ Singh

Agency Claimed Against: City of Turlock

15. REPORTS FROM CLOSED SESSION

16. ADJOURNMENT

PLANNING COMMISSION

Number of Vacancies = 2

Appoint Two (2) Commissioners to Term(s) Expiring on 12/31/25

Three (3) Applicants:

Matthew Davis (<i>Seeking Reappointment</i>)	Mark Reese
Barbara Jensen (<i>Being appointed to the Parks, Arts & Recreation Commission</i>)	

Applications for the above-mentioned applicants can be viewed in the Office of the City Clerk.

MAYOR BUBLAK'S RECOMMENDED APPOINTMENTS:

Reappoint Matthew Davis to the Planning Commission for a term expiring on 12/31/25.

Appoint Mark Reese to the Planning Commission for a term expiring on 12/31/25.

PARKS, ARTS & RECREATION COMMISSION

Number of Vacancies = 3

Appoint Two (2) Commissioners to Term(s) Expiring on 12/31/24

Two (2) Applicants:

Keristofer Seryani (<i>Seeking Reappointment</i>)	Barbara Jensen
Mark Reese (<i>Being appointed to Planning Commission</i>)	

Applications for the above-mentioned applicants can be viewed in the Office of the City Clerk.

MAYOR BUBLAK'S RECOMMENDED APPOINTMENTS:

Reappoint Keristofer Seryani to the Parks, Arts & Recreation Commission for a term expiring on 12/31/24.

Appoint Barbara Jensen to the Parks, Arts & Recreation Commission for a term expiring 12/31/24.

An appointment for the remaining vacancy (term expiring on 12/31/23) will be considered as future applications are received.

CDBG GRANT SELECTION COMMITTEE

Appoint Community Members to Term(s) Expiring on 12/31/22

Four (4) Applicants:

Abe Rojas	Allison Jeffery
Beverly Spielman	Kim A. Castro
Dan Navarra	

Applications for the above-mentioned applicants can be viewed in the Office of the City Clerk.

The CDBG Grant Selection Committee screens applications from community groups seeking CDBG grant funds and selects which applicants will receive funding each year. It is estimated the Committee will fund approximately \$50,000 in grants this year.

MAYOR BUBLAK'S RECOMMENDED APPOINTMENTS:

Appoint Abe Rojas, Allison Jeffery, Beverly Spielman, Kim Castro, and Dan Navarra to the CDBG Grant Selection Committee for terms expiring on 12/31/22.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING MONTHLY }
 DEMANDS OF 9/30/21 IN THE AMOUNT OF }
 \$16,648,081.89, WEEKLY DEMANDS OF }
 12/02/21 IN THE AMOUNT OF \$1,015,711.73; }
 WEEKLY DEMANDS OF 12/09/21 IN THE }
 AMOUNT OF \$455,489.66; WEEKLY }
 DEMANDS OF 12/16/21 IN THE AMOUNT }
 OF \$1,296,648.79; WEEKLY DEMANDS OF }
 12/23/21 IN THE AMOUNT OF \$1,522,703.39 }
 _____ }

RESOLUTION NO. 2021-

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

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

Demands of:	In the Amount of:
9/30/21	\$16,648,081.89
12/02/21	\$1,015,711.73
12/09/21	\$455,489.66
12/16/21	\$1,296,648.79
12/23/21	\$1,522,703.39

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of January, 2022, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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

Payment Register

From Payment Date: 9/1/2021 - To Payment Date: 9/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
4065	09/13/2021	Open			Accounts Payable	VISION SERVICE PLAN CA			
	Invoice								
	813093138		09/13/2021		CLAIMS AUGUST 2021 - MANAGEMENT				
	Paying Fund				Cash Account		\$74.50		
	511 - Health Care				511.11000 (Cash)				
									\$74.50
4066	09/13/2021	Open			Accounts Payable	VISION SERVICE PLAN CA			
	Invoice								
	813093139		09/13/2021		CLAIMS AUGUST 2021 - TCEA				
	Paying Fund				Cash Account		\$1,602.34		
	511 - Health Care				511.11000 (Cash)				
									\$1,602.34
4067	09/13/2021	Open			Accounts Payable	VISION SERVICE PLAN CA			
	Invoice								
	813093143		09/13/2021		CLAIMS AUGUST 2021 - FIRE				
	Paying Fund				Cash Account		\$50.00		
	511 - Health Care				511.11000 (Cash)				
									\$50.00
4068	09/13/2021	Open			Accounts Payable	VISION SERVICE PLAN CA			
	Invoice								
	813093145		09/13/2021		CLAIMS AUGUST 2021 - TAPO				
	Paying Fund				Cash Account		\$1,130.43		
	511 - Health Care				511.11000 (Cash)				
									\$1,130.43
4069	09/13/2021	Open			Accounts Payable	VISION SERVICE PLAN CA			
	Invoice								
	813093147		09/13/2021		CLAIMS AUGUST 2021 - RETIREE				
	Paying Fund				Cash Account		\$252.00		
	511 - Health Care				511.11000 (Cash)				
									\$252.00
4070	09/15/2021	Open			Accounts Payable	CH2M Hill Engineers, Inc			
	Invoice								
	012 Rev2		09/15/2021		SRWA - Design Build Contract 2021-22 for July 2021		\$4,879,937.31		
	Paying Fund				Cash Account				
	950 - SRWA				950.11000 (Cash)				
									\$4,879,937.31
4071	09/15/2021	Open			Accounts Payable	CH2M Hill Engineers, Inc			
	Invoice								
	013		09/15/2021		SRWA - Design Build Contract 2021-22 for August 2021		\$6,500,587.31		
	Paying Fund				Cash Account				
	950 - SRWA				950.11000 (Cash)				
									\$6,500,587.31
4120	09/07/2021	Open			Accounts Payable	Arcadian Bank			
	Invoice								
	Perez		09/07/2021		WIRE TRANSFER FOR CDBG REHAB LOAN FOR MARIA PEREZ, 1041 LACY WY				
	Paying Fund				Cash Account		\$21,950.00		
	255 - CDBG				255.11000 (Cash)				
									\$21,950.00
4121	09/13/2021	Open			Accounts Payable	VISION SERVICE PLAN CA			
	Invoice								
	813062537		09/13/2021		SEPT 2021 PREMIUMS - CITY OF TURLOCK		\$15.33		

Payment Register

From Payment Date: 9/1/2021 - To Payment Date: 9/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Amount	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount			
	511 - Health Care				511.11000 (Cash)		\$15.33			
4122	09/13/2021	Open				Accounts Payable		\$30.66		
	Invoice		Date	Description		VISION SERVICE PLAN CA	Amount			
	813075170		09/13/2021	SEPT 2021 PREMIUMS - TMAPS			\$30.66			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			\$30.66			
4123	09/13/2021	Open				Accounts Payable		\$30.66		
	Invoice		Date	Description		VISION SERVICE PLAN CA	Amount			
	813075173		09/13/2021	SEPT 2021 PREMIUMS - CONFIDENTIAL			\$30.66			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			\$30.66			
4124	09/13/2021	Open				Accounts Payable		\$158.41		
	Invoice		Date	Description		VISION SERVICE PLAN CA	Amount			
	813075174		09/13/2021	SEPT 2021 PREMIUMS - FIRE			\$158.41			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			\$158.41			
4125	09/13/2021	Open				Accounts Payable		\$648.97		
	Invoice		Date	Description		VISION SERVICE PLAN CA	Amount			
	813075175		09/13/2021	SEPT 2021 PREMIUMS - TCEA			\$648.97			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			\$648.97			
4126	09/13/2021	Open				Accounts Payable		\$413.91		
	Invoice		Date	Description		VISION SERVICE PLAN CA	Amount			
	813075169		09/13/2021	SEPT 2021 PREMIUMS - TAPO			\$413.91			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			\$413.91			
4127	09/13/2021	Open				Accounts Payable		\$86.87		
	Invoice		Date	Description		VISION SERVICE PLAN CA	Amount			
	813075171		09/13/2021	SEPT 2021 PREMIUMS - RETIREE			\$86.87			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			\$86.87			
4128	09/13/2021	Open				Accounts Payable		\$71.54		
	Invoice		Date	Description		VISION SERVICE PLAN CA	Amount			
	813075176		09/13/2021	SEPT 2021 PREMIUMS - MANAGEMENT			\$71.54			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			\$71.54			
4132	09/08/2021	Open				Accounts Payable		\$3,260,386.80		
	Invoice		Date	Description		US BANK	Amount			
	1808799		09/08/2021	Sewer Revenue Bonds, Series 2012			\$3,260,386.80			
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,260,386.80			
4201	09/01/2021	Open				Accounts Payable		\$152,914.04		
	Invoice		Date	Description		UMR	Amount			
	8/24-8/30-FY2021		06/30/2021	UMR CLAIMS FOR 8/24/21-8/30/21-FY 20/21			\$152,914.04			
	Paying Fund			Cash Account			Amount			

Payment Register

From Payment Date: 9/1/2021 - To Payment Date: 9/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4202	511 - Health Care	Open		511.11000 (Cash)	Accounts Payable	UMR	\$75,562.98		\$152,914.04
	Invoice		Date	Description				Amount	
	8/24-8/30-FY2122	09/01/2021		UMR CLAIMS FOR 8/24/21-8/30/21-FY 21/22				\$75,562.98	
	Paying Fund			Cash Account				Amount	
4203	511 - Health Care	Open		511.11000 (Cash)	Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$7,036.71		
	Invoice		Date	Description				Amount	
	BE004603270	09/01/2021		DELTA DENTAL CLAIMS FOR 8/20/21-8/26/21				\$7,036.71	
	Paying Fund			Cash Account				Amount	
4204	511 - Health Care	Open		511.11000 (Cash)	Accounts Payable	GOLDEN ONE CREDIT UNION	\$6,745.63		
	Invoice		Date	Description				Amount	
	8/31/21PR	09/03/2021		8/31/21PR-GOLDEN 1 CU				\$6,745.63	
	Paying Fund			Cash Account				Amount	
4205	104 - Payroll Clearing Fund	Open		104.11000 (Cash)	Accounts Payable	T A P O	\$4,710.78		
	Invoice		Date	Description				Amount	
	8/31/21PR	09/03/2021		8/31/21PR-TAPO DUES				\$4,710.78	
	Paying Fund			Cash Account				Amount	
4206	104 - Payroll Clearing Fund	Open		104.11000 (Cash)	Accounts Payable	T C E A	\$68.50		
	Invoice		Date	Description				Amount	
	8/31/21PR-BENEVO	09/03/2021		8/31/21PR-TCEA BENEVOLENCE DUES				\$68.50	
	Paying Fund			Cash Account				Amount	
4207	104 - Payroll Clearing Fund	Open		104.11000 (Cash)	Accounts Payable	TFRA	\$60.34		
	Invoice		Date	Description				Amount	
	8/31/21PR	09/03/2021		8/31/21PR-TFRA DUES				\$60.34	
	Paying Fund			Cash Account				Amount	
4208	104 - Payroll Clearing Fund	Open		104.11000 (Cash)	Accounts Payable	TMAPS	\$200.00		
	Invoice		Date	Description				Amount	
	8/31/21PR	09/03/2021		8/31/21PR-TMAPS DUES				\$200.00	
	Paying Fund			Cash Account				Amount	
4209	104 - Payroll Clearing Fund	Open		104.11000 (Cash)	Accounts Payable	T C E A	\$2,774.25		
	Invoice		Date	Description				Amount	
	8/31/21PR	09/03/2021		8/31/21PR-TCEA DUES				\$2,774.25	
	Paying Fund			Cash Account				Amount	
4210	104 - Payroll Clearing Fund	Open		104.11000 (Cash)	Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$54,964.84		
	Invoice		Date	Description				Amount	
	8/31/21PR	09/03/2021		8/31/21PR-STATE TAXES				\$54,964.84	
	Paying Fund			Cash Account				Amount	
	104 - Payroll Clearing Fund			104.11000 (Cash)				\$54,964.84	

Payment Register

From Payment Date: 9/1/2021 - To Payment Date: 9/30/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4211	09/03/2021 Invoice	Open	Date	Description	Accounts Payable	CA SDU	\$1,698.00		
	8/31/21PR Paying Fund	09/03/2021		8/31/21PR-CHILD SUPPORT PAYMENT					
	104 - Payroll Clearing Fund			Cash Account					
				104.11000 (Cash)					
4212	09/03/2021 Invoice	Open	Date	Description	Accounts Payable	CA STATE DISBURSEMENT UNI	\$162.50		
	8/31/21PR Paying Fund	09/03/2021		8/31/21PR-CHILD SUPPORT PAYMENT					
	104 - Payroll Clearing Fund			Cash Account					
				104.11000 (Cash)					
4213	09/03/2021 Invoice	Open	Date	Description	Accounts Payable	INTERNAL REVENUE SERVICE	\$187,801.11		
	8/31/21PR Paying Fund	09/03/2021		8/31/21PR-FEDERAL TAXES					
	104 - Payroll Clearing Fund			Cash Account					
				104.11000 (Cash)					
4214	09/08/2021 Invoice	Open	Date	Description	Accounts Payable	CALPERS	\$243,502.23		
	8/31/21PR Paying Fund	09/08/2021		8/31/21PR-CALPERS					
	104 - Payroll Clearing Fund			Cash Account					
	110 - General Fund			104.11000 (Cash)					
				110.11000 (Cash)					
4215	09/09/2021 Invoice	Open	Date	Description	Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,701.76		
	BE004610224 Paying Fund	09/09/2021		DELTA DENTAL CLAIMS FOR 8/27/21-9/2/21					
	511 - Health Care			Cash Account					
				511.11000 (Cash)					
4216	09/09/2021 Invoice	Open	Date	Description	Accounts Payable	UMR	\$11,454.32		
	8/31-9/8-FY2122 Paying Fund	09/09/2021		UMR CLAIMS FOR 8/31/21-9/8/21-FY21/22					
	511 - Health Care			Cash Account					
				511.11000 (Cash)					
4217	09/09/2021 Invoice	Open	Date	Description	Accounts Payable	UMR	\$851.67		
	8/31-9/8-FY2021 Paying Fund	06/30/2021		UMR CLAIMS FOR 8/31/21-9/8/21-FY20/21					
	511 - Health Care			Cash Account					
				511.11000 (Cash)					
4218	09/13/2021 Invoice	Open	Date	Description	Accounts Payable	T A P O	\$12,986.93		
	8/31/21PR-RHS Paying Fund	09/13/2021		8/31/21PR-TAPO RHS DUES					
	104 - Payroll Clearing Fund			Cash Account					
				104.11000 (Cash)					
4219	09/13/2021 Invoice	Open	Date	Description	Accounts Payable	TFRA	\$8,159.74		
	8/31/21PR-RHS Paying Fund	09/13/2021		8/31/21PR-TFRA RHS DUES					
	104 - Payroll Clearing Fund			Cash Account					
				104.11000 (Cash)					

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4220	09/15/2021 Invoice BE004612890 Paying Fund 511 - Health Care	Open	Date 09/15/2021	Description DELTA DENTAL CLAIMS FOR 9/3/21-9/9/21 Cash Account 511.11000 (Cash)	Accounts Payable	DELTA DENTAL OF CALIFORNIA Amount \$3,599.09 Amount \$3,599.09	\$3,599.09		
4221	09/08/2021 Invoice 8/31/21PR Paying Fund 104 - Payroll Clearing Fund	Open	Date 09/08/2021	Description 8/31/21PR-ICMA Cash Account 104.11000 (Cash)	Accounts Payable	ICMA-RC Amount \$77,865.47 Amount \$77,865.47	\$77,865.47		
4222	09/15/2021 Invoice 9/8-9/13-FY2021 Paying Fund 511 - Health Care	Open	Date 06/30/2021	Description UMR CLAIMS FOR 9/8/21-9/13/21-FY2021 Cash Account 511.11000 (Cash)	Accounts Payable	UMR Amount \$1,372.47 Amount \$1,372.47	\$1,372.47		
4223	09/15/2021 Invoice 9/8-9/13-FY2122 Paying Fund 511 - Health Care	Open	Date 09/15/2021	Description UMR CLAIMS FOR 9/8/21-9/13/21-FY21/22 Cash Account 511.11000 (Cash)	Accounts Payable	UMR Amount \$87,937.87 Amount \$87,937.87	\$87,937.87		
4224	09/15/2021 Invoice AUG21 COBRA REF Paying Fund 511 - Health Care	Open	Date 09/15/2021	Description UMR AUG 2021 COBRA REFUND-HOWSER Cash Account 511.11000 (Cash)	Accounts Payable	UMR Amount (\$1,022.00) Amount (\$1,022.00)	(\$1,022.00)		
4225	09/15/2021 Invoice AUG21 RET REFUND Paying Fund 511 - Health Care	Open	Date 09/15/2021	Description UMR AUGUST 2021 RETIREE REFUND Cash Account 511.11000 (Cash)	Accounts Payable	UMR Amount (\$22,686.13) Amount (\$22,686.13)	(\$22,686.13)		
4226	09/20/2021 Invoice 9/15/21PR Paying Fund 104 - Payroll Clearing Fund	Open	Date 09/20/2021	Description 9/15/21PR-GOLDEN 1 CU Cash Account 104.11000 (Cash)	Accounts Payable	GOLDEN ONE CREDIT UNION Amount \$6,745.63 Amount \$6,745.63	\$6,745.63		
4227	09/20/2021 Invoice 9/15/21PR Paying Fund 104 - Payroll Clearing Fund	Open	Date 09/20/2021	Description 9/15/21PR-TAPO DUES Cash Account 104.11000 (Cash)	Accounts Payable	T A P O Amount \$4,640.78 Amount \$4,640.78	\$4,640.78		
4228	09/20/2021 Invoice 9/15/21PR Paying Fund 104 - Payroll Clearing Fund	Open	Date 09/20/2021	Description 9/15/21PR-TCEA DUES Cash Account 104.11000 (Cash)	Accounts Payable	T C E A Amount \$2,774.25 Amount \$2,774.25	\$2,774.25		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4229	09/20/2021	Open			Accounts Payable	TFRA	\$4,722.00		
	Invoice		Date	Description					
	9/15/21PR		09/20/2021	9/15/21PR-TFRA DUES					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
									Amount
									\$4,722.00
4230	09/20/2021	Open			Accounts Payable	TURLOCK CITY FIRE INC	\$405.00		
	Invoice		Date	Description					
	9/15/21PR		09/20/2021	9/15/21PR-FIRE INC DUES					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
									Amount
									\$405.00
4231	09/20/2021	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$184.95		
	Invoice		Date	Description					
	9/15/21PR		09/20/2021	9/15/21PR-TURLOCK HEALTH CLUB					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
									Amount
									\$184.95
4232	09/20/2021	Open			Accounts Payable	T C E A	\$68.50		
	Invoice		Date	Description					
	9/15/21PR-BENEVO		09/20/2021	9/15/21PR-TCEA BENEVOLENCE DUES					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
									Amount
									\$68.50
4233	09/20/2021	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$58,937.47		
	Invoice		Date	Description					
	9/15/21PR		09/20/2021	9/15/21PR-STATE TAXES					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
									Amount
									\$58,937.47
4234	09/20/2021	Open			Accounts Payable	CA SDU	\$1,698.00		
	Invoice		Date	Description					
	9/15/21PR		09/20/2021	9/15/21PR-CHILD SUPPORT PAYMENT					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
									Amount
									\$1,698.00
4235	09/20/2021	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	\$162.50		
	Invoice		Date	Description					
	9/15/21PR		09/20/2021	9/15/21PR-CHILD SUPPORT PAYMENT					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
									Amount
									\$162.50
4236	09/20/2021	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$198,362.86		
	Invoice		Date	Description					
	9/15/21PR		09/20/2021	9/15/21PR-FEDERAL TAXES					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
									Amount
									\$198,362.86
4237	09/21/2021	Open			Accounts Payable	CalPERS	\$235,333.68		
	Invoice		Date	Description					
	9/15/21PR		09/21/2021	9/15/21PR-CALPERS					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
									Amount
									\$235,333.68

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	110 - General Fund			110.11000 (Cash)					
4238	09/21/2021	Open		Invoice	Accounts Payable	T A P O	\$13,103.60		
	09/21/2021			Description					
	9/15/21PR-RHS		09/21/2021	9/15/21PR-TAPO RHS DUES					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
									\$13,103.60
4239	09/21/2021	Open		Invoice	Accounts Payable	TFRA	\$7,650.40		
	09/21/2021			Description					
	9/15/21PR-RHS		09/21/2021	9/15/21PR-TFRA RHS DUES					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
									\$7,650.40
4240	09/22/2021	Open		Invoice	Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$3,184.83		
	09/22/2021			Description					
	BE004617237		09/22/2021	DELTA DENTAL CLAIMS FOR 9/10/21-9/16/21					
	Paying Fund			Cash Account					
	511 - Health Care			511.11000 (Cash)					
									\$3,184.83
4241	09/22/2021	Open		Invoice	Accounts Payable	ICMA-RC	\$78,162.08		
	09/22/2021			Description					
	9/15/21PR		09/22/2021	9/15/21PR-ICMA					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
									\$78,162.08
4242	09/23/2021	Open		Invoice	Accounts Payable	UNUM LIFE INSURANCE COMPANY OF AMERICA	\$17,837.32		
	09/23/2021			Description					
	OCTOBER 2021		09/23/2021	UNUM LTD AND LIFE INSURANCE FOR OCTOBER 2021					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
									\$17,837.32
4243	09/22/2021	Open		Invoice	Accounts Payable	UMR	\$90,918.75		
	09/22/2021			Description					
	OCT 21 PREM		09/22/2021	UMR OCTOBER 2021 HEALTH PREMIUMS					
	Paying Fund			Cash Account					
	511 - Health Care			511.11000 (Cash)					
									\$90,918.75
4244	09/22/2021	Open		Invoice	Accounts Payable	UMR	\$2,771.79		
	09/22/2021			Description					
	9/14-9/20-FY2021		06/30/2021	UMR CLAIMS FOR 9/14/21-9/20/21-FY 20/21					
	Paying Fund			Cash Account					
	511 - Health Care			511.11000 (Cash)					
									\$2,771.79
4245	09/22/2021	Open		Invoice	Accounts Payable	UMR	\$81,757.47		
	09/22/2021			Description					
	9/14-9/20-FY2122		09/22/2021	UMR CLAIMS FOR 9/14/21-9/20/21-FY 21/22					
	Paying Fund			Cash Account					
	511 - Health Care			511.11000 (Cash)					
									\$81,757.47

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4246	09/22/2021 Invoice	Open	Date	Description	Accounts Payable	UMR	\$327.00		
	OCT 21 CUSTODIAL		09/22/2021	UMR OCTOBER 2021 CUSTODIAL AND BANKING FEE					
	Paying Fund			Cash Account					
4247	09/29/2021 Invoice	Open	Date	Description	Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$4,917.71		
	BE004645475		09/29/2021	DELTA DENTAL CLAIMS FOR 9/17/21-9/23/21					
	Paying Fund			Cash Account					
4248	09/29/2021 Invoice	Open	Date	Description	Accounts Payable	UMR	\$1,092.07		
	9/21-9/27-FY2021		06/30/2021	UMR CLAIMS FOR 9/21/21-9/27/21-FY20/21					
	Paying Fund			Cash Account					
4249	09/29/2021 Invoice	Open	Date	Description	Accounts Payable	UMR	\$22,097.16		
	9/21-9/27-FY2122		09/29/2021	UMR CLAIMS FOR 9/21/21-9/27/21-FY21/22					
	Paying Fund			Cash Account					
4250	09/30/2021 Invoice	Open	Date	Description	Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$42,585.52		
	9/30/21PR		09/30/2021	9/30/21PR-STATE TAXES					
	Paying Fund			Cash Account					
4251	09/30/2021 Invoice	Open	Date	Description	Accounts Payable	INTERNAL REVENUE SERVICE	\$151,444.61		
	104 - Payroll Clearing Fund		09/30/2021	104.11000 (Cash)					
	Paying Fund			Cash Account					
4252	09/22/2021 Invoice	Open	Date	Description	Accounts Payable	ICMA-RC	\$99.36		
	9/15/21PR-CARLSO		09/22/2021	9/15/21PR-ICMA SICK CONVERSION-CARLSON, G					
	Paying Fund			Cash Account					
4253	09/24/2021 Invoice	Open	Date	Description	Accounts Payable	ICMA-RC	\$227.50		
	9/15/21PR-457		09/24/2021	9/15/21PR-ICMA 457-SAATY					
	Paying Fund			Cash Account					
4254	09/22/2021 Invoice	Open	Date	Description	Accounts Payable	ICMA-RC	(\$227.50)		
	9/15/21PR-457-		09/22/2021	9/15/21PR-ICMA 457-SAATY					
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4255	09/21/2021	Open			Accounts Payable	CalPERS	\$500.00		
	Invoice		Date	Description					
	09/08/2021		09/21/2021	20283 Administration Fee-Christopher Christean				\$500.00	
	Paying Fund			Cash Account				Amount	
4256	410 - WATER QUALITY CONTROL (WQC)								
	09/21/2021	Open			Accounts Payable	CalPERS	\$892.74		
	Invoice		Date	Description					
	09/08/21		09/21/2021	Arrears Contributions-Christopher Christean				\$892.74	
4257	Paying Fund			Cash Account				Amount	
	410 - WATER QUALITY CONTROL (WQC)								
	09/30/2021	Open			Accounts Payable	Optum Bank, Inc.	\$22,853.72		
	Invoice		Date	Description					
	8/31/21PR		09/03/2021	8/31/21PR-HSA EE & ER				\$11,426.86	
	9/15/21PR		09/20/2021	9/15/21PR-HSA EE & ER				\$11,426.86	
	Paying Fund			Cash Account				Amount	
	511 - Health Care			511.11000 (Cash)				\$22,853.72	
Type EFT Totals:							\$16,648,081.89		
AP - Accounts Payable Totals									

74 Transactions

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$16,648,081.89	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	74	\$16,648,081.89	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$16,648,081.89	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	74	\$16,648,081.89	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$16,648,081.89	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	74	\$16,648,081.89	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$16,648,081.89	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	74	\$16,648,081.89	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
132211	11/30/2021	Open			Utility Management Refund	BECERRA, ASHLEY	\$209.77		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		527033-004	MOVE OUT CREDIT	11/30/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$209.77		
132212	11/30/2021	Open			Utility Management Refund	COMPARAN, JOSE	\$170.00		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		218324-007	MOVE OUT CREDIT	11/30/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$170.00		
132213	11/30/2021	Open			Utility Management Refund	COUTO, ALYSSA	\$44.87		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		890995-005	MOVE OUT CREDIT	11/29/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$44.87		
132214	11/30/2021	Open			Utility Management Refund	HU, MING	\$192.54		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		504505-003	MOVE OUT CREDIT	11/30/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$192.54		
132215	11/30/2021	Open			Utility Management Refund	JOHNS, KEVIN	\$22.48		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		728640-004	MOVE OUT CREDIT	11/29/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$22.48		
132216	11/30/2021	Open			Utility Management Refund	OROZCO, ALBINO	\$81.04		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		207586-009	MOVE OUT CREDIT	11/29/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$81.04		
132217	11/30/2021	Open			Utility Management Refund	OSBURNE, ADELYN	\$150.53		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		738786-001	MOVE OUT CREDIT	11/30/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$150.53		
132218	11/30/2021	Open			Utility Management Refund	RITE AID CORP-SITE #06019-01	\$1,934.77		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Commercial Metered		954535-001	MOVE OUT CREDIT	11/30/2021	Refund			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Amount	Transaction Amount	Reconciled Amount	Difference
132219	Paying Fund				Cash Account					
	420 - WATER				420.11000 (Cash)		\$1,934.77			
	Invoice	Open			Accounts Payable	AT&T MOBILITY		\$43.43		
132220	6865X10272021				287307496865 / PD SIU Modem					
	Paying Fund			12/01/2021	Cash Account		\$43.43			
	110 - General Fund				110.11000 (Cash)		\$43.43			
132221	12/02/2021	Open			Accounts Payable	BARTKIEWICZ KRONICK & SHANAHAN		\$1,567.50		
	Invoice				Description					
	10-31-2021			12/01/2021	SRWA - Legal Services for 2021-22 for Oct 2021		\$1,567.50			
132222	950 - SRWA				Cash Account					
	12/02/2021	Open			950.11000 (Cash)		\$1,567.50			
	Invoice				Accounts Payable	Biddle Consulting Group, Inc.		\$2,227.93		
132223	68257				11/23/2021	Critical 10/20/21-10/21/22		\$2,227.93		
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)		\$2,227.93			
132224	12/02/2021	Open			Accounts Payable	BUREAU VERITAS NO AMERICA		\$40,211.50		
	Invoice				Description					
	1586909			11/23/2021	PLAN CHECK SERVICES FOR BP#21-0241		\$978.75			
132225	1587277				PLAN CHECK SERVICES FOR BP#20-0545		\$5,706.25			
	1587511			11/23/2021	PLAN CHECK SERVICES FOR BP#20-1340		\$399.75			
	1587512			11/23/2021	PLAN CHECK SERVICES FOR BP#21-0526		\$399.75			
132226	1103211			11/23/2021	PLAN CHECK SERVICES FOR BP#20-0578		\$341.25			
	STRUCTURAL									
	1106114			11/23/2021	PLAN CHECK SERVICES FOR BP#21-0625		\$1,669.50			
132227	1106083			11/23/2021	PLAN CHECK SERVICES FOR BP#21-0027		\$828.75			
	21004288			11/23/2021	PLAN CHECK SERVICES FOR BP#21-0527		\$2,700.00			
	21005696			11/23/2021	PLAN CHECK SERVICES FOR BP#20-1339 REV 4		\$1,515.00			
132228	21006030			11/23/2021	INSPECTION SERVICES CONTRACT 21-41		\$9,502.50			
	21006058			11/23/2021	INSPECTION SERVICES CONTRACT 21-41		\$16,170.00			
	Paying Fund				Cash Account					
132229	405 - Building				405.11000 (Cash)		\$40,211.50			
	12/02/2021	Open			Accounts Payable	BURTON'S FIRE, INC		\$2,273.91		
	Invoice				Description					
132230	W 80088			11/29/2021	ENGINE #33 - POWER MODULE		\$2,273.91			
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)		\$2,273.91			
132231	12/02/2021	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN		\$1,624.92		
	Invoice				Description					
	L0012597140			11/22/2021	Water Rights Fees 2021/2022 094-022613		\$1,624.92			
132232	Paying Fund				Cash Account					
	420 - WATER				420.11000 (Cash)		\$1,624.92			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132225	12/02/2021	Open			Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	\$300.00		
	Invoice								
	TP21006478		11/29/2021		CONFIDENTIAL VICTIM MEDICAL EXPENSE	Amount			
					E600078774701	\$150.00			
	TP21007316		11/29/2021		CONFIDENTIAL VICTIM MEDICAL EXPENSE	Amount			
					E600079595501	\$150.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$300.00			
132226	12/02/2021	Open			Accounts Payable	CALIFORNIA PEACE OFFICER'S ASSOCIATION	\$1,800.00		
	Invoice								
	327540		11/29/2021		2022 - Dept Membership	Amount			
	Paying Fund				Cash Account	\$1,800.00			
	110 - General Fund				110.11000 (Cash)	Amount			
132227	12/02/2021	Open			Accounts Payable	CAROLLO ENGINEERS	\$140,258.50		
	Invoice								
	FB14068		11/29/2021		Progress Summary Report for July 2021	Amount			
	Paying Fund				Cash Account	\$140,258.50			
	413 - WQC-Capital Expansion Reserve				413.11000 (Cash)	Amount			
132228	12/02/2021	Open			Accounts Payable	CDW LLC	\$2,193.04		
	Invoice								
	M606045		12/01/2021		APC UPS FOR TRANSIT - BATTERY	Amount			
	M810693		12/01/2021		APC UPS FOR TRANSIT - 2KVA SD RT CONV	\$723.63			
	Paying Fund				Cash Account	\$1,469.41			
	426 - Transit				426.11000 (Cash)	Amount			
132229	12/02/2021	Open			Accounts Payable	CENTRAL VALLEY BUSINESS FORMS	\$380.19		
	Invoice								
	237031		11/29/2021		Leak Notice Postcards	Amount			
	Paying Fund				Cash Account	\$380.19			
	420 - WATER				420.11000 (Cash)	Amount			
132230	12/02/2021	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$1,622.84		
	Invoice								
	70062		12/01/2021		REPAIR - FIRE #1 HOT WATER LEAK FROM HEAT EXCHANGE	Amount			
	Paying Fund				Cash Account	\$1,480.34			
	110 - General Fund				110.11000 (Cash)	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$142.50			
132231	12/02/2021	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$823.95		
	Invoice								
	0763228112521		12/01/2021		8203 13 001 07632228 / IT Internet	Amount			
	0461088111821		12/01/2021		8203 13 001 0461088 / City Hall	\$89.99			
	0071896112321		12/01/2021		8203 13 005 0071896 / IT Internet	\$399.00			
	0465535112221		12/01/2021		8203 13 001 0465535 / Admin Internet	\$80.00			
	0703380111621		12/01/2021		8203 13 001 0703380 / IT Internet	\$84.98			
	0695883112621		12/02/2021		8203 13 001 0695883 / 901 S Walnut Rd (WQC)	\$70.00			

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132232	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)		\$638.99			
132233	12/02/2021	Open			Accounts Payable	CLARK BROS INC		\$138,914.70		
	Invoice				Description		Amount			
	PP7/CP20027			11/30/2021	20-027 City Wide Chlorination 9/1/21 - 9/30/21		\$138,914.70			
	Paying Fund				Cash Account		Amount			
	420 - WATER				420.11000 (Cash)	COMMUNITY VETERINARY CLIN	\$138,914.70	\$743.43		
132234	12/02/2021	Open			Accounts Payable		Amount			
	Invoice				Description		Amount			
	349328			11/23/2021	a036159-a036190 8/6/21		\$390.00			
	350091			11/23/2021	a036328 8/20/21		\$209.43			
	350694			11/23/2021	a036419 9/2/21		\$124.00			
132235	353407			11/23/2021	a036835 10/29/21		\$20.00			
	Paying Fund				Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$333.43			
	203 - Animal Fee Forfeiture				203.11000 (Cash)		\$390.00			
	266 - Police Services Grants				266.11000 (Cash)		\$20.00			
132236	12/02/2021	Open			Accounts Payable	CRIMETEK SECURITY, INC.		\$3,868.56		
	Invoice				Description		Amount			
	64633			11/19/2021	STANDARD SECURITY 10/25/21-10/29/21		\$840.78			
	64524			11/19/2021	STANDARD SECURITY 10/11/21-10/15/21		\$787.32			
	64494			11/19/2021	STANDARD SECURITY 10/4/21-10/8/21		\$729.00			
132237	64677			11/19/2021	STANDARD SECURITY 11/1/21-11/5/21		\$729.00			
	64579			11/19/2021	STANDARD SECURITY 10/18/21-10/22/21		\$782.46			
	Paying Fund				Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$3,868.56			
	12/02/2021	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC		\$22.81		
132238	Invoice				Description		Amount			
	w129741			11/23/2021	keys		\$22.81			
	Paying Fund				Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$22.81			
	12/02/2021	Open			Accounts Payable	CYCLE SPECIALTIES INC		\$2,435.17		
132239	Invoice				Description		Amount			
	51666			11/23/2021	UNIT 1139 - MISC MOTORCYCLE WORK		\$959.91			
	52199			11/23/2021	SWAP OUT AR MOUNT VIN 34090		\$937.40			
	52178			11/23/2021	misc motors work vin 34090		\$537.86			
	Paying Fund				Cash Account		Amount			
132240	110 - General Fund				110.11000 (Cash)		\$1,497.77			
	206 - Traffic Safety				206.11000 (Cash)		\$937.40			
	12/02/2021	Open			Accounts Payable	ENTERPRISE HOLDINGS LLC		\$1,112.34		
	Invoice				Description		Amount			
	28273170			11/23/2021	1 Oct Rental		\$1,112.34			
132241	Paying Fund				Cash Account		Amount			

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132238	110 - General Fund			110.11000 (Cash)					\$1,112.34
	12/02/2021	Open			Accounts Payable	EQUIFAX			
	Invoice						\$38.64		
	6510781		11/23/2021	background- pd					Amount
132239	Paying Fund			Cash Account					\$38.64
	110 - General Fund			110.11000 (Cash)					
	12/02/2021	Open			Accounts Payable	FALANY FENCE COMPANY			
	Invoice						\$1,218.00		
132240	14405		11/23/2021	FENCE REPAIR - W. LINWOOD (WQC)					Amount
	Paying Fund			Cash Account					\$1,218.00
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					Amount
	12/02/2021	Open			Accounts Payable	Faro Technologies, Inc.			\$1,218.00
132241	Invoice						\$5,203.00		
	91364958		11/23/2021	3D SCANNER TRAINING					Amount
	Paying Fund			Cash Account					\$5,203.00
	266 - Police Services Grants			266.11000 (Cash)					Amount
132242	12/02/2021	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC			\$5,203.00
	Invoice						\$486.50		
	27462		12/01/2021	CAR WASH SERVICES - OCT 2021					Amount
	Paying Fund			Cash Account					\$486.50
132243	110 - General Fund			110.11000 (Cash)					\$392.00
	246 - Landscape Assessment			246.11000 (Cash)					\$3.50
	255 - CDBG			255.11000 (Cash)					\$3.50
	405 - Building			405.11000 (Cash)					\$17.50
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					\$42.00
	420 - WATER			420.11000 (Cash)					\$3.50
	426 - Transit			426.11000 (Cash)					\$10.50
	501 - Information Technology			501.11000 (Cash)					\$3.50
	502 - Engineering			502.11000 (Cash)					\$10.50
	12/02/2021	Open			Accounts Payable	FASTENAL COMPANY INC			\$270.54
132244	Invoice						\$270.54		
	CATUR177087		11/23/2021	WQC parts					Amount
	Paying Fund			Cash Account					\$270.54
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					Amount
132245	12/02/2021	Open			Accounts Payable	GARY'S RENT A CAN INC			\$3,322.44
	Invoice						\$3,322.44		
	A-102460		11/17/2021	GARY'S - PORTABLES AND HANDWASHING FOR CHRISTMAS PARADE					Amount
	Paying Fund			Cash Account					\$3,322.44
132246	110 - General Fund			110.11000 (Cash)					\$3,322.44
	12/02/2021	Open			Accounts Payable	GEOANALYTICAL LAB INC			
	Invoice						\$721.22		
	H1K0404		11/23/2021	1, 2, 3 TCP					Amount
132247	H1K0403		11/23/2021	Drinking Water Well Analysis					\$653.94
	H1K0904		11/23/2021	Monthly Laboratory Dilution					\$30.95
	Paying Fund			Cash Account					\$36.33
									Amount

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132245	420 - WATER Invoice 12/02/2021 47965 Open 48133 Paying Fund			12/01/2021 12/01/2021	Accounts Payable 420.11000 (Cash)	GOMES & SONS INC, JOE M	\$26,670.83		\$721.22
	110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 246 - Landscape Assessment 405 - Building 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 426 - Transit 502 - Engineering								
	Invoice 512257 11/23/2021 507963 11/23/2021 512098 11/23/2021 512408 11/23/2021 512710 11/23/2021 Paying Fund 410 - WATER QUALITY CONTROL (WQC)					HILMAR LUMBER INC	\$343.30		
132247	12/02/2021 Invoice 1814 Open Paying Fund 270 - Recreation Grants			11/23/2021 11/23/2021	Accounts Payable Accounts Payable Year-long subscription to Sami's Circuit Cash Account 270.11000 (Cash)	Kader Camp, Inc.	\$9,000.00		
132248	12/02/2021 Invoice 1149418 Open Paying Fund 110 - General Fund					Life-Assist, Inc	\$315.45		
	12/02/2021 Invoice 925931 Open Paying Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER			11/29/2021 12/01/2021	Accounts Payable Accounts Payable PDF PRODUCTIVITY-1 YR (5) ADD'L LICENSES Cash Account 410.11000 (Cash) 420.11000 (Cash)	NITRO SOFTWARE, INC	\$255.00		
132250	12/02/2021 Invoice 13996 Open Paying Fund 426 - Transit			12/01/2021	Accounts Payable Accounts Payable REPAIR - ROGER K FALL - CHECK ON CODES NOT WORKING PROPERLY Cash Account 426.11000 (Cash)	PROTECH SECURITY/ELEC INC	\$148.50		

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132251	12/02/2021	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$157,597.70		
	Invoice								
	88837		11/29/2021		October 2021				
	Paying Fund				Cash Account			\$157,597.70	
	420 - WATER				420.11000 (Cash)				
132252	12/02/2021	Open			Accounts Payable	R & S ERECTION INC	\$2,740.16		
	Invoice								
	110449		11/23/2021		PD BACK DOOR BROKEN				
	110821		11/29/2021		ST#33 - GATE SERVICE			\$1,109.69	
	Paying Fund				Cash Account			\$1,630.47	
	110 - General Fund				110.11000 (Cash)			\$2,740.16	
132253	12/02/2021	Open			Accounts Payable	R.A.D. SYSTEMS	\$75.00		
	Invoice								
	22RCT 1587		11/29/2021		ANNUAL INSTRUCTOR LICENSE RENEWAL - HALL				
	Paying Fund				Cash Account			\$75.00	
	110 - General Fund				110.11000 (Cash)			\$75.00	
132254	12/02/2021	Open			Accounts Payable	RAY MORGAN COMPANY	\$3,630.00		
	Invoice								
	3523587		12/01/2021		Printer Usage & Maintenance for 10/12/12 - 11/11/21			\$3,630.00	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$3,131.48	
	255 - CDBG				255.11000 (Cash)			\$1.03	
	405 - Building				405.11000 (Cash)			\$36.62	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$154.61	
	420 - WATER				420.11000 (Cash)			\$123.56	
	501 - Information Technology				501.11000 (Cash)			\$3.92	
	502 - Engineering				502.11000 (Cash)			\$178.78	
132255	12/02/2021	Open			Accounts Payable	RICHARDS WATSON & GERSHON	\$526.50		
	Invoice								
	234499		12/01/2021		Profession legal services for Successor LMI for Oct 2021			\$526.50	
	Paying Fund				Cash Account				
	625 - Successor Agency - LMI				625.11000 (Cash)			\$526.50	
132256	12/02/2021	Open			Accounts Payable	ROLAND PHD, JOCELYN E	\$1,950.00		
	Invoice								
	19653		11/29/2021		PD PRE-EMPLOYMENT PSYCH			\$475.00	
	19640		11/29/2021		PD PRE-EMPLOYMENT PSYCH			\$475.00	
	19769		11/29/2021		FIRE - DECEMBER 2021 CONTRACT			\$1,000.00	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$1,950.00	
132257	12/02/2021	Open			Accounts Payable	SAFARILAND LLC	\$2,839.44		
	Invoice								
	1010-394425		11/23/2021		Ballistic Vests			\$2,839.44	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$2,839.44	

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132258	12/02/2021	Open								
	Invoice									
	N148431			11/23/2021	21/22 Annual Permits To Operate	Cash Account	SAN JOAQUIN VALLEY			
	Paying Fund									
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)					
								\$577.00		
132259	12/02/2021	Open								
	Invoice									
	393683			11/29/2021	RADAR EQUIP	Cash Account	STALKER RADAR, APPLIED			
	Paying Fund						CONCEPTS INC			
	206 - Traffic Safety				206.11000 (Cash)					
								\$399.31		
132260	12/02/2021	Open								
	Invoice									
	542016			11/29/2021	OCTOBER 2021 FINGER PRINTING		STATE OF CALIFORNIA			
	547615			11/29/2021	1st QTR - Quarterly CLETS					
	Paying Fund									
	110 - General Fund				110.11000 (Cash)					
								\$2,471.98		
132261	12/02/2021	Open								
	Invoice									
	3005764332			11/29/2021	ST#4 STERI-SAFE MONTHLY TREATMENT		STERICYCLE INC			
	3005804187			11/29/2021	ST#3 STERI-SAFE MONTHLY TREATMENT					
	3005804183			11/29/2021	ST#4 STERI-SAFE MONTHLY TREATMENT					
	3005804185			11/29/2021	ADMIN STERI-SAFE MONTHLY TREATMENT					
	3005725587			11/29/2021	ST#4 STERI-SAFE MONTHLY TREATMENT					
	3005573739			11/29/2021	ST#4 STERI-SAFE MONTHLY TREATMENT					
	3005612205			11/29/2021	ST#4 STERI-SAFE MONTHLY TREATMENT					
	3005650651			11/29/2021	ST#4 STERI-SAFE MONTHLY TREATMENT					
	Paying Fund									
	110 - General Fund				110.11000 (Cash)					
								\$292.42		
132262	12/02/2021	Open								
	Invoice									
	083201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable	T I D			
	183201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable				
	283201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable				
	383201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable				
	483201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable				
	683201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable				
	773201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable				
	873201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable				
	973201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable				
	Paying Fund									
	110 - General Fund				110.11000 (Cash)					
								\$339,360.84		
	Invoice									
	083201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable	T I D			
	183201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable				
	283201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable				
	383201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable				
	483201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable				
	683201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable				
	773201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable				
	873201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable				
	973201 - NOV 21			12/01/2021	TID STATEMENT - NOV 2021	Accounts Payable				
	Paying Fund									
	110 - General Fund				110.11000 (Cash)					
								\$23,017.60		
	205 - Sports Facilities				205.11000 (Cash)					
	216 - Streets - Local Transportation				216.11000 (Cash)					
	246 - Landscape Assessment				246.11000 (Cash)					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)					
	416 - Recycled Water Sales				416.11000 (Cash)					
	420 - WATER				420.11000 (Cash)					
	426 - Transit				426.11000 (Cash)					

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132263	505 - Fleet			505.11000 (Cash)					
	12/02/2021	Open			Accounts Payable	TARGET SOLUTIONS INC			
	Invoice		Date	Description					
	INV17602		11/30/2021	Premier Membership Platform 12/31/20-12/30/21					
	33012		11/30/2021	Premier Membership Platform 12/31/19-12/30/20 (add'l 20)					
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)					
	12/02/2021	Open			Accounts Payable	THE MCCLATCHY COMPANY LLC			
	Invoice		Date	Description					
	171261		11/24/2021	NOFO Ad for Public Service Grants FY 2022-2023 - Ad #597624					
	Paying Fund			Cash Account					
	255 - CDBG			255.11000 (Cash)					
	12/02/2021	Open			Accounts Payable	THORSEN'S-NORQUIST, INC.			
	Invoice		Date	Description					
	BP21-1238		11/23/2021	PARTIAL REFUND ON BP#21-1238					
	1113926		11/29/2021	FOUND BAD CIRC PUMP ON ROOF BOILER					
	1114006		11/29/2021	INSTALLED NEW PUMP ON BOILER ON ROOF					
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)					
	405 - Building			405.11000 (Cash)					
	12/02/2021	Open			Accounts Payable	TOLAR MANUFACTURING CO			
	Invoice		Date	Description					
	14124		11/24/2021	12- 32 Gallon Trash Receipts for Bus Shelters					
	Paying Fund			Cash Account					
	426 - Transit			426.11000 (Cash)					
	12/02/2021	Open			Accounts Payable	TOWER ENTERPRISE			
	Invoice		Date	Description					
	141978		11/29/2021	PRE-EMPLOYMENT SCREENING					
	142479		11/29/2021	PRE-EMPLOYMENT SCREENING					
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)					
	12/02/2021	Open			Accounts Payable	TURLOCK JOURNAL			
	Invoice		Date	Description					
	298279		11/29/2021	Web Video Revenue: Studio 209 sponsorship video edit					
	298280		11/29/2021	Multimedia: Studio 209 winter watering - Nov					
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)					
	12/02/2021	Open			Accounts Payable	TURLOCK SPAY & NEUTER CLINIC			
	Invoice		Date	Description					
	1948424		11/29/2021	October 2021					
	Paying Fund			Cash Account					
	203 - Animal Fee Forfeiture			203.11000 (Cash)					
	266 - Police Services Grants			266.11000 (Cash)					

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132270	12/02/2021	Open								
	Invoice									
	316611662		12/01/2021		Property Taxes in Lieu of Rent for 65 E Main St - 7/1/20-6/30/21	Accounts Payable	UNION PACIFIC RAILROAD	\$323.71	\$323.71	
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
132271	12/02/2021	Open								
	Invoice									
	458782927		12/01/2021		Lease agreement for 9 copiers 11/20/21 - 12/19/21	Accounts Payable	US BANK OFFICE EQUIPMENT	\$928.61	\$928.61	
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
	405 - Building				405.11000 (Cash)					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)					
	420 - WATER				420.11000 (Cash)					
	505 - Fleet				505.11000 (Cash)					
132272	12/02/2021	Open								
	Invoice									
	1947751		11/29/2021		October 2021	Accounts Payable	VALLEY PETCARE	\$2,154.00	\$2,154.00	
	Paying Fund				Cash Account					
	203 - Animal Fee Forfeiture				203.11000 (Cash)					
	266 - Police Services Grants				266.11000 (Cash)					
132273	12/02/2021	Open								
	Invoice									
	51110606		11/29/2021		Free Shred Event 11-6-2021	Accounts Payable	Viking Shred, LLC	\$1,100.00	\$1,100.00	
	Paying Fund				Cash Account					
	204 - AB 939 Integrated Waste Mgmt				204.11000 (Cash)					
132274	12/02/2021	Open								
	Invoice									
	845269263		11/29/2021		OCTOBER 2021 SERVICES	Accounts Payable	WEST PUBLISHING CORPORATION	\$273.76	\$273.76	
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
132275	12/02/2021	Open								
	Invoice									
	RC-7620		10/27/2021		ZERONOX - BATTERY WARRANTY	Accounts Payable	ZERO NOX INC	\$12,692.28	\$12,692.28	
	JE-1380-VEHICLE5		10/27/2021		ZERONOX - 2021 TUATARA E1000 ELECTRIC UTV 50% DEPOSIT					
	Paying Fund				Cash Account					
	110 - General Fund				110.11000 (Cash)					
	506 - Vehicle/Equipment Replacement				506.11000 (Cash)					
132276	12/02/2021	Open								
	Invoice									
	INV00100090		11/29/2021		HOSTED FIRE RMS - DECEMBER	Accounts Payable	ZOLL DATA SYSTEMS, INC.	\$862.16	\$862.16	
	Paying Fund				Cash Account					
	240 - Small Equipment Replacement				240.11000 (Cash)					
132277	12/02/2021	Open								
	Invoice									
	2022-00000504		11/23/2021		Reimb for party supplies for TJHS ASES	Accounts Payable	Alfaro, Amanda	\$163.26	\$163.26	

Payment Register

From Payment Date: 11/26/2021 - To Payment Date: 12/2/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132278	Paying Fund				Cash Account			Amount	
	270 - Recreation Grants				270.11000 (Cash)			\$163.26	
	12/02/2021	Open			Accounts Payable	CAR WASH PARTNERS, INC.			
	Invoice				Description			Amount	
132279	EP 20-202E				11/29/2021	IMPROVEMENT SECURITY 20-202E 1400 GEER RD		\$33,000.00	
	Paying Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$33,000.00	
	Invoice				Description			Amount	
132280	12/02/2021	Open			Accounts Payable	Cervenka, Neil		\$384.00	
	TR 4640 Per Diem				11/22/2021	Command College - San Diego, CA - 12/12 to 12/17		\$384.00	
	Paying Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$384.00	
132281	12/02/2021	Open			Accounts Payable	DEPT of TAX & FEE ADMIN		\$2,768.38	
	Invoice				Description			Amount	
	TF500416				12/01/2021	MEASURE A - ONE TIME TAX IMPLEMENTATION		\$2,768.38	
	Paying Fund				7/1/20-6/30/21			Amount	
132282	118 - Measure A				Cash Account			\$2,768.38	
	12/02/2021	Open			118.11000 (Cash)			Amount	
	Invoice				Description			Amount	
	METER # 19107546				11/30/2021	HYDRANT USE PERMIT REFUND		\$2,471.00	
132283	Paying Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$2,471.00	
	Invoice				Description			Amount	
	0119004255				11/23/2021	0119004255		\$54.00	
132284	Paying Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$54.00	
	12/02/2021	Open			Accounts Payable	FORESITE CONSTRUCTION INC		\$2,393.43	
	Invoice				Description			Amount	
132285	METER #13614315				11/24/2021	HYDRANT USE PERMIT REFUND		\$2,393.43	
	Paying Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$2,471.00	
	420 - WATER				420.11000 (Cash)			(\$77.57)	
132286	12/02/2021	Open			Accounts Payable	GD-OTS Simunition		\$1,240.00	
	Invoice				Description			Amount	
	50001409				11/22/2021	Simunition Scenario Instructor Tuition- David Hall & Cliff Lewis		\$1,240.00	
	Paying Fund				Cash Account			Amount	
132287	110 - General Fund				110.11000 (Cash)			\$1,240.00	
	12/02/2021	Open			Accounts Payable	GRANITE CONSTRUCTION		\$1,966.42	
	Invoice				Description			Amount	
	METER #15095624				11/24/2021	HYDRANT USE PERMIT REFUND		\$1,966.42	
132288	Paying Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$2,000.00	
	420 - WATER				420.11000 (Cash)			(\$33.58)	
	Invoice				Description			Amount	

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From Payment Date: 11/26/2021 - To Payment Date: 12/2/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132286	12/02/2021 Invoice	Open			Accounts Payable	Hall, David	\$192.00		
	TR 4632 Per Diem Paying Fund		11/22/2021		Simunition Scenario Instructor - Fresno - 1/11 - 1/13 Cash Account	Amount \$192.00			
	110 - General Fund				110.11000 (Cash)	Amount \$192.00			
132287	12/02/2021 Invoice	Open			Accounts Payable	INES HENDRIX	\$1,408.00		
	EP 21-204E		11/29/2021		IMPROVEMENT SECURITY 21-204E 1768 ABIGAIL LN	Amount \$1,408.00			
	Paying Fund				Cash Account	Amount \$1,408.00			
	110 - General Fund				110.11000 (Cash)	Amount \$1,408.00			
132288	12/02/2021 Invoice	Open			Accounts Payable	Integrated Tactical Concepts, LLC	\$1,800.00		
	093021-HRT		11/22/2021		Hostage Rescue Tactics - Modesto PD - Dusel, Young, Hernandez	Amount \$1,800.00			
	Paying Fund				Cash Account	Amount \$1,800.00			
	110 - General Fund				110.11000 (Cash)	Amount \$1,800.00			
132289	12/02/2021 Invoice	Open			Accounts Payable	Lewis, Cliff	\$192.00		
	TR 4632 Per Diem Paying Fund		11/22/2021		Simunition Scenario Instructor - Fresno - 1/11 to 1/13 Cash Account	Amount \$192.00			
	110 - General Fund				110.11000 (Cash)	Amount \$192.00			
132290	12/02/2021 Invoice	Open			Accounts Payable	SECRETARY OF STATE	\$40.00		
	12/6/21-Notary/Ex Paying Fund		12/02/2021		Notary Exam/Application Fee for Tania Hernandez Cash Account	Amount \$40.00			
	502 - Engineering				502.11000 (Cash)	Amount \$40.00			
132291	12/02/2021 Invoice	Open			Accounts Payable	WOODLAND CONSTRUCTION	\$2,053.77		
	METER #00443650 Paying Fund		11/30/2021		HYDRANT USE PERMIT REFUND Cash Account	Amount \$2,053.77			
	110 - General Fund				110.11000 (Cash)	Amount \$2,471.00			
	420 - WATER				420.11000 (Cash)	Amount (\$417.23)			
Type Check Totals:							\$1,015,711.73		

81 Transactions

Payment Register

From Payment Date: 11/26/2021 - To Payment Date: 12/2/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable Totals									
Checks									
		Status	Count			Transaction Amount		Reconciled Amount	
		Open	81			\$1,015,711.73		\$0.00	
		Reconciled	0			\$0.00		\$0.00	
		Voided	0			\$0.00		\$0.00	
		Stopped	0			\$0.00		\$0.00	
		Total	81			\$1,015,711.73		\$0.00	
All									
		Status	Count			Transaction Amount		Reconciled Amount	
		Open	81			\$1,015,711.73		\$0.00	
		Reconciled	0			\$0.00		\$0.00	
		Voided	0			\$0.00		\$0.00	
		Stopped	0			\$0.00		\$0.00	
		Total	81			\$1,015,711.73		\$0.00	
Grand Totals:									
Checks									
		Status	Count			Transaction Amount		Reconciled Amount	
		Open	81			\$1,015,711.73		\$0.00	
		Reconciled	0			\$0.00		\$0.00	
		Voided	0			\$0.00		\$0.00	
		Stopped	0			\$0.00		\$0.00	
		Total	81			\$1,015,711.73		\$0.00	
All									
		Status	Count			Transaction Amount		Reconciled Amount	
		Open	81			\$1,015,711.73		\$0.00	
		Reconciled	0			\$0.00		\$0.00	
		Voided	0			\$0.00		\$0.00	
		Stopped	0			\$0.00		\$0.00	
		Total	81			\$1,015,711.73		\$0.00	

Payment Register

From Payment Date: 12/3/2021 - To Payment Date: 12/9/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable Check 132292	12/08/2021	Open			Utility Management Refund	BLACK JR, ROBERT V	\$140.00		
					Account Type	Transaction Date	Transaction Type		
					Single Family Res Metered	12/08/2021	Refund		
					Paying Fund				
					420 - WATER				
					Account Number	Description	Amount		
					606197-001	MOVE OUT CREDIT	\$140.00		
					Cash Account				
					420.11000 (Cash)				
132293	12/08/2021	Open			Utility Management Refund	BRIGHTON COULSON INC , BROOK , POLLING	\$26.00		
					Account Type	Transaction Date	Transaction Type		
					Single Family Res Metered	12/08/2021	Refund		
					Paying Fund				
					420 - WATER				
					Account Number	Description	Amount		
					000941-001	MOVE OUT CREDIT	\$26.00		
					Cash Account				
					420.11000 (Cash)				
132294	12/08/2021	Open			Utility Management Refund	FAIRBANKS RANCH I LLC	\$129.29		
					Account Type	Transaction Date	Transaction Type		
					Single Family Res Metered	12/08/2021	Refund		
					Paying Fund				
					420 - WATER				
					Account Number	Description	Amount		
					001315-001	MOVE OUT CREDIT	\$129.29		
					Cash Account				
					420.11000 (Cash)				
132295	12/08/2021	Open			Utility Management Refund	GAMESTOP INC 3558	\$1,710.13		
					Account Type	Transaction Date	Transaction Type		
					Commercial Metered	12/08/2021	Refund		
					Paying Fund				
					420 - WATER				
					Account Number	Description	Amount		
					927996-001	PER CUSTOMER REQUEST	\$1,710.13		
					Cash Account				
					420.11000 (Cash)				
132296	12/08/2021	Open			Utility Management Refund	LAW, JESUA	\$247.21		
					Account Type	Transaction Date	Transaction Type		
					Single Family Res Metered	12/08/2021	Refund		
					Paying Fund				
					420 - WATER				
					Account Number	Description	Amount		
					136573-003	MOVE OUT CREDIT	\$247.21		
					Cash Account				
					420.11000 (Cash)				
132297	12/08/2021	Open			Utility Management Refund	SENDEJAS, LINN	\$273.65		
					Account Type	Transaction Date	Transaction Type		
					Single Family Res Metered	12/08/2021	Refund		
					Paying Fund				
					420 - WATER				
					Account Number	Description	Amount		
					210064-006	MOVE OUT CREDIT	\$273.65		
					Cash Account				
					420.11000 (Cash)				
132298	12/09/2021	Open			Accounts Payable	ABS DIRECT INC	\$2,257.00		
					Invoice				
					92681				
					Date				
					12/03/2021				
					Description	SHIPPING CHARGE FOR ENVELOPES FROM TX TO CA	Amount		
					410 - WATER QUALITY CONTROL (WQC)		\$2,257.00		
					420 - WATER				
					Account Number	Description	Amount		
					410.11000 (Cash)		\$1,128.50		
					420.11000 (Cash)		\$1,128.50		
132299	12/09/2021	Open			Accounts Payable	AMERICAN MESSAGING	\$24.12		
					Invoice				
					R1061851VL				
					Date				
					12/02/2021				
					Description	Acct #R1-061851 - Police Department	Amount		
							\$11.45		

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From Payment Date: 12/3/2021 - To Payment Date: 12/9/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132300	R1061876VL		12/02/2021		Acct #R1-061876 - Fire Department				
	Paying Fund				Cash Account				\$12.67
	110 - General Fund				110.11000 (Cash)				Amount
							\$3,012.95		\$24.12
132301	Invoice	12/09/2021	Open		Accounts Payable	ANGI ENERGY SYSTEMS, LLC			
	INV-024054			11/16/2021	Valve Disch Replacement Assy				Amount
	INV-023816			11/16/2021	Gasket valve cover				\$325.95
	024682			11/16/2021	Valve Disch Replacement Assy				\$1,392.69
	Paying Fund				Cash Account				\$1,294.31
	426 - Transit				426.11000 (Cash)				Amount
132302	Invoice	12/09/2021	Open		Accounts Payable	Aramark Uniform Services			\$3,012.95
	10-31-21			12/02/2021	UNIFORM RENTAL & LAUNDRY SERVICES - OCT 2021				Amount
	Paying Fund				Cash Account				\$2,300.33
	110 - General Fund				110.11000 (Cash)				Amount
132303	205 - Sports Facilities				205.11000 (Cash)				\$785.52
	217 - Streets - Gas Tax				217.11000 (Cash)				\$108.16
	246 - Landscape Assessment				246.11000 (Cash)				\$153.12
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$145.73
	420 - WATER				420.11000 (Cash)				\$620.12
	426 - Transit				426.11000 (Cash)				\$158.12
	505 - Fleet				505.11000 (Cash)				\$97.28
	Invoice	12/09/2021	Open		Accounts Payable	AT&T / CALNET 3			\$232.28
	MULTI 12/9/21			12/02/2021	Multiple COT accounts paid on 12/9/21 (OCT - NOV 2021)				Amount
	000017332280			12/02/2021	BAN #9391034842 / PSF Phones 2096323265 (10/13/21 - 11/12/21)				\$3,768.55
132304	000017332426			12/02/2021	BAN #9391034901 (T1 LINE - 4-way split)				\$500.69
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$166.16
	205 - Sports Facilities				205.11000 (Cash)				Amount
	217 - Streets - Gas Tax				217.11000 (Cash)				\$3,975.07
	246 - Landscape Assessment				246.11000 (Cash)				\$38.63
	405 - Building				405.11000 (Cash)				\$4.49
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$4.49
	420 - WATER				420.11000 (Cash)				\$16.86
	426 - Transit				426.11000 (Cash)				\$134.27
132305	501 - Information Technology				501.11000 (Cash)				\$27.75
	505 - Fleet				505.11000 (Cash)				\$70.16
	Invoice	12/09/2021	Open		Accounts Payable	AT&T MOBILITY			\$132.05
	6865X11272021			12/02/2021	287307496865 / PD SIU Modern				\$31.63
	5677X11272021			12/02/2021	287262975677 / WQC/Utilities Phones/Data, Eng & Transit Data SIM				Amount
	4173X11272021			12/02/2021	287310834173 / SIM CARDS FOR WQC				\$44.23
132306	4412X11272021			12/09/2021	995824412 / Aircards				\$897.06
	5728X11272021			12/09/2021	287262975728 / IT & WQC				\$202.80
									\$2,668.53
									\$362.29
									\$4,174.91

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From Payment Date: 12/3/2021 - To Payment Date: 12/9/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$2,533.65	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$1,128.29	
	420 - WATER				420.11000 (Cash)			\$303.61	
	501 - Information Technology				501.11000 (Cash)			\$166.13	
	502 - Engineering				502.11000 (Cash)			\$43.23	
132304	12/09/2021	Open			Accounts Payable	Beacon Integrated Professional Resources, Inc	\$1,240.67		
	Invoice								
	201310		12/03/2021		SR01, 14-27 Inter Improve @ Taylor Rd & Walnut Rd thru 10/31/21			\$1,240.67	
	Paying Fund				Cash Account				
	215 - Streets - Grant Funded Projects				215.11000 (Cash)			\$1,240.67	
132305	12/09/2021	Open			Accounts Payable	BICSEC SECURITY INC	\$419.10		
	Invoice								
	187942		12/06/2021		1/1/22-3/31/22 MONTHLY SERVICES			\$419.10	
	Paying Fund				Cash Account			\$419.10	
	110 - General Fund				110.11000 (Cash)			\$419.10	
132306	12/09/2021	Open			Accounts Payable	CALACT	\$650.00		
	Invoice								
	2022-0367		12/02/2021		Public Operators & Non- Profit Membership Dues 2022			\$650.00	
	Paying Fund				Cash Account			\$650.00	
	426 - Transit				426.11000 (Cash)			\$650.00	
132307	12/09/2021	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$266.68		
	Invoice								
	11302021VALADEZ		12/03/2021		11-30-20 PAYROLL ATTACHMENT FOR ACCT#100-036551			\$266.68	
	Paying Fund				Cash Account			\$266.68	
	104 - Payroll Clearing Fund				104.11000 (Cash)			\$266.68	
132308	12/09/2021	Open			Accounts Payable	California Transit Association	\$2,000.00		
	Invoice								
	12175		12/02/2021		Public Transit System Membership Dues 2022-2023			\$2,000.00	
	Paying Fund				Cash Account			\$2,000.00	
	426 - Transit				426.11000 (Cash)			\$2,000.00	
132309	12/09/2021	Open			Accounts Payable	CAROLLO ENGINEERS	\$6,811.92		
	Invoice								
	FB16372		12/03/2021		15-39D SEC CLAR 5 & DENITRIFIC CONST MGMT SVCS thru Oct 2021			\$6,811.92	
	Paying Fund				Cash Account			\$6,811.92	
	413 - WQC-Capital Expansion Reserve				413.11000 (Cash)			\$6,811.92	
132310	12/09/2021	Open			Accounts Payable	CDW LLC	\$11,037.02		
	Invoice								
	P314095		12/02/2021		WQC LAB - (2) SURFACE PRO 7'S			\$2,452.67	
	P314092		12/02/2021		MUNI - (7) SURFACE PRO 7'S			\$8,584.35	
	Paying Fund				Cash Account			\$8,584.35	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$8,584.35	

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From Payment Date: 12/3/2021 - To Payment Date: 12/9/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132311	420 - WATER Invoice 12/09/2021 69649	Open		12/02/2021	Accounts Payable	CHAMPION INDUSTRIAL	\$5,739.00		
					Preventative Maintenance & Filter Change-out - JULY 2021	Amount	\$2,452.67		
	70109			12/02/2021	Preventative Maintenance & Filter Change-out - SEP 2021	Amount	\$5,011.00		
	69939			12/02/2021	Preventative Maintenance & Filter Change-out - AUG 2021	Amount	\$364.00		
	Paying Fund				Cash Account	Amount	\$364.00		
	110 - General Fund				110.11000 (Cash)	Amount	\$2,645.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	Amount	\$2,083.00		
	420 - WATER				420.11000 (Cash)	Amount	\$56.00		
	426 - Transit				426.11000 (Cash)	Amount	\$50.00		
	501 - Information Technology				501.11000 (Cash)	Amount	\$855.00		
	505 - Fleet				505.11000 (Cash)	Amount	\$50.00		
132312	12/09/2021 Invoice 4007670749	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$514.60		
	Paying Fund			12/03/2021	NOVEMBER 2021 PREMIUMS	Amount	\$514.60		
	104 - Payroll Clearing Fund				Cash Account	Amount	\$514.60		
132313	12/09/2021 Invoice 12-7-21 REPLEN	Open			Accounts Payable	CITY OF TURLOCK - CASH	\$194.37		
	Paying Fund			12/07/2021	FIN AR-REPLENISH PETTY CASH-12/7/21	Amount	\$194.37		
	110 - General Fund				Cash Account	Amount	\$171.38		
	410 - WATER QUALITY CONTROL (WQC)				110.11000 (Cash)	Amount	\$22.99		
132314	12/09/2021 Invoice MW-10-21 MP-10-21 QP-10-21	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$7,309.00		
	Paying Fund				Cash Account	Amount	\$7,309.00		
	110 - General Fund				110.11000 (Cash)	Amount	\$1,826.66		
	205 - Sports Facilities				205.11000 (Cash)	Amount	\$140.00		
	217 - Streets - Gas Tax				217.11000 (Cash)	Amount	\$437.00		
	246 - Landscape Assessment				246.11000 (Cash)	Amount	\$28.34		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	Amount	\$3,917.00		
	420 - WATER				420.11000 (Cash)	Amount	\$755.00		
	426 - Transit				426.11000 (Cash)	Amount	\$60.00		
	505 - Fleet				505.11000 (Cash)	Amount	\$145.00		
132315	12/09/2021 Invoice 8FC61B53-0001	Open			Accounts Payable	COVID CLINIC INC	\$2,980.00		
	Paying Fund			12/06/2021	Rapid Antigen COVID-19 + Flu Combo	Amount	\$2,980.00		
	110 - General Fund				Cash Account	Amount	\$2,980.00		
					110.11000 (Cash)	Amount	\$2,980.00		

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From Payment Date: 12/3/2021 - To Payment Date: 12/9/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132316	12/09/2021	Open							
	Invoice			Description					
	Transit 11/30/21		12/02/2021	Acct 867681- Water Softener Exchange Service	Accounts Payable	CULLIGAN INC			
			12/1/21-12/31/21						\$74.50
	Paying Fund			Cash Account					
	426 - Transit			426.11000 (Cash)					
132317	12/09/2021	Open							
	Invoice			Description					
	10534528906		12/02/2021	LATITUDE 5520	Accounts Payable	DELL MARKETING LP			
	10531525062		12/02/2021	27" MONITOR FOR PURCHASING					\$1,555.00
	10541202568		12/02/2021	24" MONITOR					\$417.71
	Paying Fund			Cash Account					\$231.58
									Amount
									\$417.71
	110 - General Fund			110.11000 (Cash)					\$1,786.58
	240 - Small Equipment Replacement			240.11000 (Cash)					
132318	12/09/2021	Open							
	Invoice			Description					
	S5411880.001		11/24/2021	Momentary push buttons for pump station #1	Accounts Payable	EDGES ELECTRICAL GROUP LLC			
	S5415642.001		11/24/2021	Tools for truck #678					\$579.31
	S5418622.001		11/24/2021	Streetlight materials for damaged wire at Colorado & Christopher					\$45.12
									\$301.57
	S5419064.001		11/24/2021	Wire for damaged SL					\$786.74
	S5423319.001		11/24/2021	Parts for Flotator #3					\$599.56
	S5423319.002		11/24/2021	Parts for Flotator #3					\$55.82
	S5423321.001		11/24/2021	Fuse puller for truck #678					\$38.43
	S5423323.001		11/24/2021	Work gloves					\$71.98
	S5415646.001		11/24/2021	Parts for Flotator #3					\$1,361.43
	S5415646.002		11/24/2021	Parts for Flotator #3					\$130.82
	S5415646.003		11/24/2021	Parts for Flotator #3					\$713.35
	S5415646.006		11/24/2021	Union for conduit at Flotator #3					\$175.45
	Paying Fund			Cash Account					Amount
	246 - Landscape Assessment			246.11000 (Cash)					\$1,088.31
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					\$3,771.27
132319	12/09/2021	Open							
	Invoice			Description					
	PP1/CP20026		12/03/2021	20-026 RWQCF Flotator No. 3 Recoating 8/13/21-10/31/21	Accounts Payable	Fair Construction DBA Resource Development Company			
									\$148,000.50
	Paying Fund			Cash Account					Amount
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					\$148,000.50
132320	12/09/2021	Open							
	Invoice			Description					
	7-578-80729		12/02/2021	SHIPPING CHARGES 11-26-21	Accounts Payable	FEDERAL EXPRESS			
	7-570-85412		12/02/2021	SHIPPING CHARGES 11-19-21					\$175.23
	7-585-62354		12/02/2021	SHIPPING CHARGES 12-3-21					\$96.98
	Paying Fund			Cash Account					\$120.11
									Amount
									\$166.76
	110 - General Fund			110.11000 (Cash)					\$192.39
	420 - WATER			420.11000 (Cash)					\$33.17
	426 - Transit			426.11000 (Cash)					

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From Payment Date: 12/3/2021 - To Payment Date: 12/9/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132321	12/09/2021	Open			FINANCIAL CREDIT NETWORK		\$72.14		
	Invoice								
	FCN-TRUT12-OCT21		12/02/2021		FCN-TRUT12-OCT21				\$24.64
	FCN-TRMS12-OCT21		12/02/2021		FCN-TRMS12-OCT21				\$47.50
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$54.66
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$9.69
	420 - WATER				420.11000 (Cash)				\$7.79
132322	12/09/2021	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$122.45		
	Invoice								
	5736610		12/01/2021		LAB SUPPLIES				Amount
	Paying Fund				Cash Account				\$122.45
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$122.45
132323	12/09/2021	Open			Accounts Payable	Formax	\$1,644.00		
	Invoice								
	177708		11/30/2021		12 month service agreement on folder inserter				Amount
	Paying Fund				11/30/21-11/29/22				\$1,644.00
	410 - WATER QUALITY CONTROL (WQC)				Cash Account				Amount
	12/09/2021	Open			410.11000 (Cash)				\$1,644.00
132324	12/09/2021	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$130.80		
	Invoice								
	H1K1714		12/01/2021		Monthly Outfall				Amount
	H1K0209		12/01/2021		Monthly Wastewater Samples				\$76.30
	Paying Fund				Cash Account				\$54.50
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				Amount
	12/09/2021	Open			410.11000 (Cash)				\$130.80
132325	12/09/2021	Open			Accounts Payable	GRAINGER INC, W W	\$16.25		
	Invoice								
	9114036180		11/24/2021		Fan filter media				Amount
	Paying Fund				Cash Account				\$16.25
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				Amount
	12/09/2021	Open			410.11000 (Cash)				\$16.25
132326	12/09/2021	Open			Accounts Payable	HACH COMPANY	\$1,304.49		
	Invoice								
	12751028		12/01/2021		SC100 PLASTIC SUNSHIELD				Amount
	12754918		12/01/2021		SC100 PLASTIC SUNSHIELD				\$357.28
	Paying Fund				Cash Account				\$947.21
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				Amount
	12/09/2021	Open			410.11000 (Cash)				\$1,304.49
132327	12/09/2021	Open			Accounts Payable	HD SUPPLY FACILITIES MAINTENANCE LTD	\$1,503.70		
	Invoice								
	795122		12/01/2021		Lab Supplies				Amount
	799571		12/01/2021		Lab Supplies				\$421.14
	Paying Fund				Cash Account				\$1,082.56
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				Amount
	12/09/2021	Open			410.11000 (Cash)				\$1,082.56
132328	12/09/2021	Open			Accounts Payable	HILMAR LUMBER INC	\$104.49		
	Invoice								
	510738		11/24/2021		Milk house heater, electric fan heater, thermostat				Amount
									\$104.49

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From Payment Date: 12/3/2021 - To Payment Date: 12/9/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132329	Paying Fund								
	410 - WATER QUALITY CONTROL (WQC)				Cash Account				
	12/09/2021	Open			410.11000 (Cash)				
	Invoice								
	151887								
132330	11/24/2021				Accounts Payable	J A MOMANEY SERVICES INC			
	151956				Hadco Streetlight and Head				
	Streetlight pole black decorative								
	Paying Fund				Cash Account				
	246 - Landscape Assessment				246.11000 (Cash)				
132331	12/09/2021	Open			Accounts Payable	MO-CAL OFFICE SOLUTIONS INC			
	Invoice								
	AR361008								
	AR361009								
	AR361359								
132332	12/02/2021				Accounts Payable				
	AR361360								
	AR361837								
	AR361838								
	AR361839								
132333	12/02/2021				Accounts Payable				
	AR361869								
	AR361873								
	AR362079								
	AR362456								
132334	12/09/2021	Open			Accounts Payable	P G & E			
	Invoice								
	11-17-21								
	REC 11/24/21								
	Paying Fund								
132335	110 - General Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				110.11000 (Cash)				
	420 - WATER				410.11000 (Cash)				
	502 - Engineering				420.11000 (Cash)				
	12/09/2021	Open			502.11000 (Cash)				
132336	12/03/2021				Accounts Payable				
	REC 11/24/21								
	Paying Fund								
	110 - General Fund								
	255 - CDBG								
132337	12/09/2021	Open			Accounts Payable	PAXIN PACIFIC EXCAVATION INC, TIM			
	Invoice								
	PP4/CP18-54								
	PP5/CP18-54								
	Paying Fund								
132338	215 - Streets - Grant Funded Projects				Cash Account				
	215.11000 (Cash)								

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From Payment Date: 12/3/2021 - To Payment Date: 12/9/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132333	12/09/2021	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$45,285.87		
	Invoice			Description		Amount			
	88948		11/30/2021	October 2021		\$16,253.28			
	88947		11/30/2021	October 2021		\$29,032.59			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$45,285.87			
132334	12/09/2021	Open			Accounts Payable	REXEL INC	\$698.20		
	Invoice			Description		Amount			
	S131844444.001		11/24/2021	Quote No. S131844444		\$698.20			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$698.20			
132335	12/09/2021	Open			Accounts Payable	ROLAND PHD, JOCELYN E	\$1,000.00		
	Invoice			Description		Amount			
	19770		12/06/2021	DECEMBER 2021 CONTRACT		\$1,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,000.00			
132336	12/09/2021	Open			Accounts Payable	SPRINT	\$1,844.54		
	Invoice			Description		Amount			
	637094318-239		12/02/2021	SPRINT (10/8/21 - 11/7/21)		\$1,844.54			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$587.20			
	120 - Tourism			120.11000 (Cash)		\$45.27			
	205 - Sports Facilities			205.11000 (Cash)		\$111.46			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$224.37			
	246 - Landscape Assessment			246.11000 (Cash)		\$45.73			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$453.16			
	420 - WATER			420.11000 (Cash)		\$334.87			
	505 - Fleet			505.11000 (Cash)		\$42.48			
132337	12/09/2021	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$60.00		
	Invoice			Description		Amount			
	HUMISTON		12/01/2021	T2 WATER TREATMENT OPERATOR CERTIFICATION REQUEST		\$60.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$60.00			
132338	12/09/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Invoice			Description		Amount			
	11302021BECCHETT		12/03/2021	11-30-21 PAYROLL ATTACHMENT		\$439.13			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$439.13			
132339	12/09/2021	Open			Accounts Payable	TID	\$383.38		
	Invoice			Description		Amount			
	043038024 2022		11/24/2021	Statement of Assessment 2022		\$39.80			
	044010039 2022		11/24/2021	Statement of Assessment 2022		\$162.80			
	044010040 2022		11/24/2021	Statement of Assessment 2022		\$32.56			
	044015008 2022		11/24/2021	Statement of Assessment 2022		\$92.32			
	050009002 2022		11/24/2021	Statement of Assessment 2022		\$40.38			
	087001059 2022		11/24/2021	Statement of Assessment 2022		\$15.52			

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From Payment Date: 12/3/2021 - To Payment Date: 12/9/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Amount	Transaction Amount	Reconciled Amount	Difference
132340	Paying Fund				Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$383.38			
	12/09/2021	Open			Accounts Payable	TRITECH SOFTWARE SYSTEMS		\$10,980.00		
	Invoice									
132341	329467		12/06/2021		RMS TRAINING SYSTEM LICENSE FEE		Amount			
	Paying Fund				Cash Account		\$10,980.00			
	240 - Small Equipment Replacement				240.11000 (Cash)		\$9,279.76			
	266 - Police Services Grants				266.11000 (Cash)		\$1,700.24			
132342	12/09/2021	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC		\$1,036.15		
	Invoice									
	0131803211201		12/02/2021		Acct #131803 - Transit Center telephone		Amount			
	0127022211201		12/02/2021		Acct #127022 - City-wide internet service		\$483.66			
132343	Paying Fund				Cash Account		Amount			
	426 - Transit				426.11000 (Cash)		\$483.66			
	501 - Information Technology				501.11000 (Cash)		\$552.49			
	12/09/2021	Open			Accounts Payable	WEST YOST ASSOCIATES		\$43,143.05		
132344	2046727		12/03/2021		18-69 Construct Mgmt for Surface Water Distr Syst		Amount			
	Paying Fund				9/4/21-10/8/21		\$43,143.05			
	420 - WATER				Cash Account		Amount			
	12/09/2021	Open			Accounts Payable	WOODLAND CONSTRUCTION BUILDERS INC		\$597.00		
132345	Invoice									
	GP19-036G		12/07/2021		DUST SECURITY 19-036G 1400 GEER ROAD		Amount			
	Paying Fund				Cash Account		\$597.00			
	110 - General Fund				110.11000 (Cash)		\$597.00			
132346	12/09/2021	Open			Accounts Payable	CLAUDE DAWSON AMES PROFESSIONAL CORPORATION		\$9,450.00		
	Invoice									
	SA-IM-221-M		12/09/2021		TCEA NEGOTIATIONS FY 20/21 FACTFINDERS COMPENSATION		Amount			
	Paying Fund				Cash Account		\$9,450.00			
132347	110 - General Fund				110.11000 (Cash)		Amount			
							\$9,450.00			

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From Payment Date: 12/3/2021 - To Payment Date: 12/9/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:									
AP - Accounts Payable Totals									
					53 Transactions		\$455,489.66		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	\$455,489.66	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	53	\$455,489.66	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	\$455,489.66	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	53	\$455,489.66	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	\$455,489.66	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	53	\$455,489.66	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	\$455,489.66	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	53	\$455,489.66	\$0.00

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From Payment Date: 12/10/2021 - To Payment Date: 12/16/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check 132345	12/14/2021	Open			Utility Management Refund	CAUDILL, ANTHONY	\$314.82		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		135763-005	MOVE OUT CREDIT	12/14/2021	Refund			
132346	12/14/2021	Open			Utility Management Refund	DM SQUARED HOMES INC	\$53.41		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		001271-001	MOVE OUT CREDIT	12/14/2021	Refund			
132347	12/14/2021	Open			Utility Management Refund	KNAPPS, SHANTELLA, MARIA	\$19.03		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		119903-006	MOVE OUT CREDIT	12/14/2021	Refund			
132348	12/14/2021	Open			Utility Management Refund	MENEZES, ANNETE	\$364.24		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		738786-002	MOVE OUT CREDIT	12/14/2021	Refund			
132349	12/14/2021	Open			Utility Management Refund	NELSON, CINDY	\$215.56		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		528056-006	MOVE OUT CREDIT	12/14/2021	Refund			
132350	12/14/2021	Open			Utility Management Refund	RUSSELL, JAMES, D	\$241.11		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		49174-006	MOVE OUT CREDIT	12/14/2021	Refund			
132351	12/14/2021	Open			Utility Management Refund	VISARAGA, VEREK	\$188.00		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		438928-001	MOVE OUT CREDIT	12/14/2021	Refund			
132352	12/14/2021	Open			Utility Management Refund	WELCH, MADDIE	\$223.86		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		121266-011	MOVE OUT CREDIT	12/14/2021	Refund			
132353	12/16/2021	Open			Accounts Payable	ALL VALLEY SMOG INC	\$118.50		
	Invoice	Date		Description	Amount				
	000109616	11/30/2021		POL13-1124	\$45.00				
	000109659	11/30/2021		POL11-1106	\$36.75				
	000109654	11/30/2021		POL08-1278	\$36.75				
132354	12/16/2021	Open			Accounts Payable	American Paving Co.	\$130,647.95		
	Invoice	Date		Description	Amount				
	PP2/CP18-53	12/09/2021		18-53 Intersect Improve @ Monte Vista & Fosberg 10/1/21-10/31/21	\$130,647.95				
132355	12/16/2021	Open			Accounts Payable	ASSOC RIGHT OF WAY SERV	\$535.00		
	Invoice	Date		Description	Amount				
	000000019918	12/09/2021		SR02, 14-44 Intersect Improve @ W Main St & Tegner Rd - Nov 2021	\$535.00				

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From Payment Date: 12/10/2021 - To Payment Date: 12/16/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132356	12/16/2021 Invoice 000017332284	Open		12/09/2021	Accounts Payable Description BAN #9391034847 /City-wide system 2096682612957 (10/13-11/12/21)	AT&T / CALNET 3	\$729.89		
132357	12/16/2021 Invoice FIRE 12/1/21 RELAY 12/1/21	Open		12/09/2021	Accounts Payable Description Acct# 233 841-5391 333 1/ Fire Dept Acct# 248 134-2929 655 9/ California Relay Svc TDD	AT&T/SBC	\$69.79		
132358	12/16/2021 Invoice 01-198485	Open		11/30/2021	Accounts Payable Description SL16-9029	BALSWICK'S TIRE SHOP INC	\$307.54		
132359	12/16/2021 Invoice 0000286620	Open		12/08/2021	Accounts Payable Description ST#1 - COMPRESSOR LEAK	BAUER COMPRESSORS INC	\$485.12		
132360	12/16/2021 Invoice 21-2713	Open		11/30/2021	Accounts Payable Description BIRCH/CALIFORNIA DIESEL COMPLIANCE INC TRUCK SMOGS	BIRCH/CALIFORNIA DIESEL COMPLIANCE INC	\$742.00		
132361	12/16/2021 Invoice 4161215055112321	Open		12/15/2021	Accounts Payable Description Arbitrage rebate services for SA 2016 debt - 5 year calc	BLX GROUP LLC	\$4,750.00		
132362	12/16/2021 Invoice 254637 603282 254747 CM252718 867719	Open		11/30/2021	Accounts Payable Description PART #13540804 AD16-4506 TRA15-1042PP CREDIT MEMO HALOGEN BULB	BONANDER TRUCKS	\$243.90		
132363	12/16/2021 Invoice SL220394	Open		12/06/2021	Accounts Payable Description July - September 2021 Signals & Lighting	California Dept of Transportation	\$519.88		
132364	12/16/2021 Invoice P359625 P422146 P314106	Open		12/09/2021	Accounts Payable Description APC UPS Plus Networking - BLACK BOX Surface Pro 7 for Finance Director - COVER BLACK APC UPS Plus Networking	CDW LLC	\$1,716.83		
132365	12/16/2021 Invoice 1205549 1208135 1209598	Open		12/13/2021	Accounts Payable Description JANITORIAL PAPER & CLEANING SUPPLIES JANITORIAL PAPER & CLEANING SUPPLIES JANITORIAL PAPER & CLEANING SUPPLIES	CENTRAL SANITARY SUPPLY	\$1,626.67		
132366	12/16/2021 Invoice CM171463	Open		11/30/2021	Accounts Payable Description Credit Memo for inv #171463	CENTRAL VALLEY CONCRETE	\$820.06		

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From Payment Date: 12/10/2021 - To Payment Date: 12/16/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	179575		11/30/2021		SAND - WQC				\$450.41
	181615		11/30/2021		FILL SAND				\$978.06
132367	12/16/2021	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$170.29		
	0780628120121		12/09/2021		8203 13 001 0780628 / 244 N Broadway (PSF TV)				Amount
132368	12/16/2021	Open			Accounts Payable	City of Foster City	\$520.00		
	14508		12/08/2021		CITY ENGINEER JOB POSTING 12/3/2021				Amount
132369	12/16/2021	Open			Accounts Payable	COIT RESTORATION SVCS INC	\$743.14		
	MOD-S-000043312		12/08/2021		ST#1 - WATER MITIGATION				Amount
132370	12/16/2021	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$13,296.96		
	64723		12/10/2021		Unarmed Security Services for Transit Center 11/8/21-				Amount
	64791		12/10/2021		Unarmed Security Services for Transit Center 11/29/21				\$3,265.92
132371	12/16/2021	Open			Accounts Payable	CULLIGAN INC	\$31.00		
	11/30/21		12/07/2021		ACCT # 180900 DE-IONIZED WATER FOR WQC/LAB				Amount
132372	12/16/2021	Open			Accounts Payable	CURTIS & SONS INC, L N	\$5,927.68		
	INV548927		12/08/2021		STRUCTURE GEAR - PANTS/COATS				Amount
132373	12/16/2021	Open			Accounts Payable	DON PEDRO PUMP INC	\$21,489.29		
	26247		12/06/2021		Pump and Motor Repair				Amount
132374	12/16/2021	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$960.26		
	S5423016.001		12/06/2021		Streetlight parts				Amount
	S5415000.001		12/06/2021		Overload heater for sewer #53				\$675.32
132375	12/16/2021	Open			Accounts Payable	EQUIFAX	\$10.00		
	6611034		12/09/2021		EQUIFAX-CREDIT CHECK SERVICES				Amount
132376	12/16/2021	Open			Accounts Payable	FASTENAL COMPANY INC	\$404.60		
	GATUR176666		11/30/2021		DEPARTMENT SUPPLIES				Amount
132377	12/16/2021	Open			Accounts Payable	FIRST CHOICE INDUSTRIAL SUPPLY INC, DBA NORCAL SUPPLY CO	\$2,150.77		
	080336		11/30/2021		JANITORIAL SUPPLIES				Amount
	080430		11/30/2021		OFFICE & COVID SUPPLIES				\$1,879.21
132378	12/16/2021	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$547.53		
	6215334		12/07/2021		LAB SUPPLIES				Amount
									\$65.22

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132379	6215333 12/16/2021 Invoice	Open	12/07/2021	LAB SUPPLIES	Accounts Payable	GARTON TRACTOR INC	\$902.79	\$482.31	
132380	CT01210 12/16/2021 Open		11/30/2021	Description PK04-4259	Accounts Payable	GEOANALYTICAL LAB INC	\$627.30	\$902.79	
132381	H1K1611 H1K1804 12/16/2021 Open		12/07/2021 12/07/2021	Description Annual Water Suitability Monthly Wastewater Samples	Accounts Payable	GHD INC	\$62,982.00	\$415.20 \$212.10	
132382	380-0000106 12/16/2021 Open		11/15/2021	Description Engineering and Traffic Survey Services - srvs through 7/31/21	Accounts Payable	GOMES & SONS INC, JOE M	\$30,309.27	\$55,253.50	
132383	380-0001259 380-0002583 380-0004095 380-0005264 12/16/2021 Open		11/15/2021 11/15/2021 11/15/2021 11/15/2021	Description Engineering and Traffic Survey Services - srvs through 8/28/21 Engineering and Traffic Survey Services - srvs through 9/25/21 Engineering and Traffic Survey Services - srvs through 10/30/21 Engineering and Traffic Survey Services - srvs through 11/27/21	Accounts Payable	GOMES & SONS INC, JOE M	\$887.96	\$5,063.50 \$799.50 \$799.50 \$1,066.00	
132384	9122163745 9121235163 9103447794 9109711136 9106632137 12/16/2021 Open		12/13/2021 12/13/2021 12/13/2021	Description FUEL FOR FIRE #3 FUEL FOR FIRE #3 CUST #24090 - FUEL EXPENSE FOR 11/16/21 - 11/30/21	Accounts Payable	GRAINGER INC, W W	\$120.00	\$2,657.15 \$2,065.42 \$25,586.70	
132385	12/16/2021 Open		12/09/2021	Description 1205 LAMBERT WAY - DEC 2021	Accounts Payable	GREEN HORIZON INC	\$886.92	\$479.30 \$150.27 \$164.12 \$43.43 \$50.84	
132386	12/16/2021 Open		12/06/2021	Description NTU Meter Repair	Accounts Payable	HILMAR LUMBER INC	\$7.53	\$886.92	
132387	512277 B76322 512276 12/16/2021 Open		11/30/2021 11/30/2021 11/30/2021	Description Credit Memo-original inv #512276 CLOSE GALV NIPPLE CLOSE GALV NIPPLE	Accounts Payable	HILMAR READY MIX	\$89.54	(\$7.53) \$7.53 \$7.53	
	11206 11/30/2021		11/30/2021	Description 2725 JEANNIE	Accounts Payable			\$89.54	

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132388	12/16/2021 Invoice 12301	Open			Accounts Payable	HIS TREE SERVICE INC	\$1,800.00		
			Date	Description					Amount
			11/30/2021	REMOVAL OF TREE AT 2725 JEANNE CT					\$1,800.00
132389	12/16/2021 Invoice JAN 2022	Open			Accounts Payable	JCS PROPERTIES LLC	\$1,471.66		
			Date	Description					Amount
			12/09/2021	MOBILE HOME RENT SUBSIDY PROGRAM - JANUARY 2022					\$1,471.66
132390	12/16/2021 Invoice 5967282	Open			Accounts Payable	JORGENSEN & CO INC	\$212.93		
			Date	Description					Amount
			12/09/2021	FIRE#4-ANNUAL FIRE EXTINGUISHER PARTS/MAIN.					\$68.43
			12/09/2021	FIRE #4 ANNUAL FIRE EXTINGUISHER PARTS/MAINTENANCE					\$144.50
132391	12/16/2021 Invoice 10411424	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$10.75		
			Date	Description					Amount
			12/09/2021	Acct #9020101104 - Translation services for Police Department					\$10.75
132392	12/16/2021 Invoice 1155592	Open			Accounts Payable	Life-Assist, Inc	\$315.45		
			Date	Description					Amount
			12/08/2021	N95 MASKS					\$315.45
132393	12/16/2021 Invoice JAN 2022	Open			Accounts Payable	MAGIC SANDS MOBILE HOME PARK	\$499.28		
			Date	Description					Amount
			12/09/2021	MOBILE HOME RENT SUBSIDY PROGRAM - JANUARY 2022					\$499.28
132394	12/16/2021 Invoice CA82-952097	Open			Accounts Payable	MOTION INDUSTRIES INC - CA82	\$312.35		
			Date	Description					Amount
			12/06/2021	Supplies					\$312.35
132395	12/16/2021 Invoice	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$802.98		
			Date	Description					Amount
			12/07/2021	Utilities 10/7 - 11/6/2021					\$192.77
			12/07/2021	Facility Maintenance 10/7 - 11/6/2021					\$169.38
			12/07/2021	Water Resource Building 10/7 - 11/6/2021					\$46.39
			12/07/2021	Fleet Maintenance 10/7 - 11/6/2021					\$119.42
			12/07/2021	Waste Mgmt Water Treatment 10/7 - 11/6/2021					\$224.43
			12/07/2021	Electrical Maintenance 10/7 - 11/6/2021					\$50.59
132396	12/16/2021 Invoice	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$1,474.64		
			Date	Description					Amount
			11/30/2021	CH 5582-BX					\$26.42
			11/30/2021	EC BP22C					\$15.86
			11/30/2021	POL17-1317					\$311.37
			11/30/2021	XBO CB12-35					\$100.28
			11/30/2021	POL18-1328					\$296.43
			11/30/2021	POL18-1328					\$33.88
			11/30/2021	POL18-1328					\$14.94
			11/30/2021	Credit Memo					(\$253.09)

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132397	8577-367250		11/30/2021	POL16-1309				\$612.48	
	8577-367333		11/30/2021	POL16-1309				\$214.09	
	8577-367047		11/30/2021	POL15-1140				\$101.98	
132397	12/16/2021	Open			Accounts Payable	NV5 INC.	\$292.50		
	Invoice		Date	Description				Amount	
	000000245609		12/09/2021	SR02, 14-30 Sewerline Replcmt Angelus, Bothun, & Castor 11/20/21				\$292.50	
132398	12/16/2021	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$2,248.75		
	Invoice		Date	Description				Amount	
	3754012		11/15/2021	SR01, 20-001 Southeast Quadrant Rd Rehab 8/2/21-9/5/21				\$2,248.75	
132399	12/16/2021	Open			Accounts Payable	ORRICK HERRINGTON & SUTCLIFF LLP	\$20,000.00		
	Invoice		Date	Description				Amount	
	1988045		12/15/2021	Legal Services related to funding City's share of SRWA project				\$20,000.00	
132400	12/16/2021	Open			Accounts Payable	P G & E	\$1,434.66		
	Invoice		Date	Description				Amount	
	FIRE#3 12/5/21		12/09/2021	2087893140-9 / 501 E Montie Vista Ave				\$130.02	
	COLUMBIA 12/3/21		12/09/2021	6180280303-3 / 600 Columbia St				\$8.38	
	RBOESCH 12/3/21		12/09/2021	4388605407-1 / 275 N Orange				\$173.06	
	HIGH 12/3/21		12/09/2021	0221941093-9 / 595 High St				\$8.38	
	CITY HALL 12/8/21		12/15/2021	3254375586-5 / 156 S Broadway				\$342.09	
132401	FIRE#1 12/8/21		12/15/2021	3159594551-5 / 540 Marshall St				\$430.27	
	SENIOR 12/8/21		12/15/2021	2890831960-2 / 1191 Cahill St				\$342.46	
	12/16/2021	Open			Accounts Payable	Platt Electric Supply	\$237.98		
	Invoice		Date	Description				Amount	
	2G38108		12/06/2021	Streetlight parts				\$237.98	
132402	12/16/2021	Open			Accounts Payable	POSM SOFT LLC	\$3,800.00		
	Invoice		Date	Description				Amount	
	2411		11/30/2021	RACKMOUNT COMPUTER FOR OLD TV VAN				\$3,800.00	
132403	12/16/2021	Open			Accounts Payable	PROTECH SECURITY/ELEC INC	\$1,245.00		
	Invoice		Date	Description				Amount	
	14214		12/09/2021	TRANSIT CENTER -BURGLARY ALARM				\$120.00	
	14216		12/09/2021	MONITORING - JAN/FEB/MAR 2022				\$237.00	
	14215		12/09/2021	TRANSIT CENTER QUARTERLY FIRE MONITORING - JAN/FEB/MAR 2022				\$490.00	
	14213		12/09/2021	PSF - MONTHLY MONITORING - DEC 2021				\$150.00	
	14217		12/09/2021	CHLORINE BLDG QUARTERLY MONITORING - JAN-FEB-MAR 2022				\$150.00	
	14212		12/09/2021	SWITCH GEAR BLDG QUARTERLY MONITORING - JAN-FEB-MAR 2022				\$98.00	
132404	12/16/2021	Open			Accounts Payable	R & S ERECTION INC	\$2,224.89		
	Invoice		Date	Description				Amount	
	110728		12/08/2021	ST# 31 - REPLACE SPRINGS				\$2,224.89	

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132405	12/16/2021 Invoice	Open			Accounts Payable	R3 Consulting Group, Inc.	\$2,575.00		
	16126		12/06/2021	12/06/2021	Solid Waste Rate Study-November 2021				
132406	12/16/2021 Invoice	Open			Accounts Payable	RANDIK PAPER CO	\$989.03		
	193611		12/13/2021	12/13/2021	JANITORIAL PAPER & CLEANING SUPPLIES				
	193027-01		12/13/2021	12/13/2021	JANITORIAL PAPER & CLEANING SUPPLIES				
	194213		12/13/2021	12/13/2021	JANITORIAL PAPER & CLEANING SUPPLIES				
	193611-01		12/13/2021	12/13/2021	JANITORIAL PAPER & CLEANING SUPPLIES				
	194398		12/13/2021	12/13/2021	JANITORIAL PAPER & CLEANING SUPPLIES				
132407	12/16/2021 Invoice	Open			Accounts Payable	REXEL INC	\$1,554.89		
	362051		12/06/2021	12/06/2021	Quote No. ST131844444				
132408	12/16/2021 Invoice	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$2,465.99		
	3025700014		11/30/2021	11/30/2021	ST12-4385A				
	3025661415		11/30/2021	11/30/2021	VEHICLE 1317				
	3025651067		11/30/2021	11/30/2021	KIT- TPMS SENSOR				
	3025647513		11/30/2021	11/30/2021	WHEEL ASY				
	3025647215		11/30/2021	11/30/2021	KIT TPMS SENSOR				
	3025627226		11/30/2021	11/30/2021	HOSE - AIR				
	3025606192		11/30/2021	11/30/2021	SOCKET AND WIRE ASY				
132409	12/16/2021 Invoice	Open			Accounts Payable	SIEMENS INDUSTRY INC	\$3,782.33		
	5606326122		12/06/2021	12/06/2021	Magflo Quote No. PONQ46675-1				
	5606330339		12/06/2021	12/06/2021	Magflo Quote No. PONQ46675-1				
132410	12/16/2021 Invoice	Open			Accounts Payable	SPRINT	\$1,816.63		
	637094318-240		12/09/2021	12/09/2021	SPRINT (11/8/21 - 12/7/21)				
132411	12/16/2021 Invoice	Open			Accounts Payable	ST FRANCIS ELECTRIC INC	\$58,403.40		
	17746125		12/06/2021	12/06/2021	July 2021 Routine				
	17746126		12/06/2021	12/06/2021	July 2021 Response				
	17746127		12/06/2021	12/06/2021	Monte Vista & Olive				
	17746129		12/06/2021	12/06/2021	August 2021 Routine				
	17746130		12/06/2021	12/06/2021	August 2021 Response				
	17746128		12/06/2021	12/06/2021	W Main & W Ave Knockdown				
	17746132		12/06/2021	12/06/2021	September 2021 Routine				
	17746133		12/06/2021	12/06/2021	September 2021 Response				
	17746131		12/06/2021	12/06/2021	Lander & Main Conflict Monitor				
	21027901		12/06/2021	12/06/2021	October 2021 Routine				
	21027902		12/06/2021	12/06/2021	October 2021 Response				
	21027903		12/06/2021	12/06/2021	November 2021 Response				

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132412	12/16/2021	Open			Accounts Payable	STANISLAUS BUSINESS ALLIANCE INC	\$50,000.00		
	Invoice			Description		Amount			
	3091.1		11/19/2021	FY 21-22 MOU AGREEMENT		\$50,000.00			
132413	12/16/2021	Open			Accounts Payable	STANISLAUS COUNTY	\$475.50		
	Invoice			Description		Amount			
	57172		12/13/2021	ENCROACHMENT PERMIT NO 560-2021		\$475.50			
132414	12/16/2021	Open			Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$74.00		
	Invoice			Description		Amount			
	050-035-002-000		12/13/2021	Reconveyance filing fee for Jose C. Mendoza - 971 Vermont Ave.		\$37.00			
	050-028-007-000		12/14/2021	Reconveyance filing fee for Efrain Vazquez - 316 Vermont Ave.		\$37.00			
132415	12/16/2021	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$60.00		
	Invoice			Description		Amount			
	38409		11/30/2021	ALEX MONTEZ T2 CERT RENEWAL		\$60.00			
132416	12/16/2021	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$26,498.00		
	Invoice			Description		Amount			
	SW-0217071		12/07/2021	Annual Permit Fee 7/1/2021 - 6/30/2022 Fac ID # 5S50M2000084		\$26,498.00			
132417	12/16/2021	Open			Accounts Payable	SUNBELT RENTALS, INC	\$5,764.89		
	Invoice			Description		Amount			
	118335617-0002		12/07/2021	PIPES (WQC)		\$5,764.89			
132418	12/16/2021	Open			Accounts Payable	TANK TOWN MEDIA LLC	\$148.00		
	Invoice			Description		Amount			
	78417		12/08/2021	Electrical Mechanical Technician I (10/15/2021)		\$148.00			
132419	12/16/2021	Open			Accounts Payable	TAYLOR HOUSEMAN INC	\$12,225.97		
	Invoice			Description		Amount			
	3352-321365		12/08/2021	UNIMAC WASHER		\$12,225.97			
132420	12/16/2021	Open			Accounts Payable	TID	\$368.07		
	Invoice			Description		Amount			
	044010039 Water		12/06/2021	2021 Irrigation Water Use		\$368.07			
132421	12/16/2021	Open			Accounts Payable	TJKM TRANSPORT CONSULTANT	\$8,400.00		
	Invoice			Description		Amount			
	0051202		12/09/2021	SR02, 20-039 Signal Coordination on Monte Vista Ave May 2021		\$8,400.00			
132422	12/16/2021	Open			Accounts Payable	TRIMAX MOWING SYSTEMS	\$293.00		
	Invoice			Description		Amount			
	INV2006255		11/30/2021	AD20-4775		\$293.00			
132423	12/16/2021	Open			Accounts Payable	TURF STAR	\$230.83		
	Invoice			Description		Amount			
	7196918-00		11/30/2021	VEHICLE #9031		\$64.04			
	7200725-00		11/30/2021	VEHICLE #0428		\$166.79			

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132424	12/16/2021 Invoice	Open			Accounts Payable	TURLOCK CITY TOW INC	\$335.00		
	122952		12/13/2021	Description		TOWING SERVICE FOR PD EVIDENCE TOW	Amount		
						11/09/21-TP21007500	\$60.00		
	123603		12/13/2021			TOWING SERVICE FOR PK13-4411	\$30.00		
	123026		12/13/2021			TOWING SERVICE FOR PD ON 11/18/21 POL15-1140	\$30.00		
	26501		12/13/2021			TOWING SERVICE FOR PD EVIDENCE TOW	\$35.00		
	126760		12/13/2021			TOWING SERVICE FOR PD ON 11/06/21 POL16-1309	\$35.00		
	126748		12/13/2021			TOWING SERVICE FOR PD EVIDENCE TOW	\$35.00		
	28212		12/13/2021			TOWING SERVICE FOR PD EVIDENCE TOW	\$75.00		
	126349		12/13/2021			TOWING SERVICE FOR PD EVIDENCE TOW	\$35.00		
132425	12/16/2021 Invoice	Open			Accounts Payable	TURLOCK JOURNAL	\$350.16		
	298275		12/08/2021	Description		EMERGENCY SERVICES DISP TRAINEE 11/8/2021	Amount		
	298276		12/08/2021			EMERGENCY SERVICES DISP TRAINEE 11/10/2021	\$250.00		
							\$100.16		
132426	12/16/2021 Invoice	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$700,000.00		
	DEC 2021 PAYMENT		12/14/2021	Description		DECEMBER 2021 PAYMENT	Amount		
							\$700,000.00		
132427	12/16/2021 Invoice	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$43,016.00		
	09-2021		12/09/2021	Description		Street Sweeping - September 2021	Amount		
	10-2021		12/09/2021			Street Sweeping - October 2021	\$19,876.00		
							\$23,140.00		
132428	12/16/2021 Invoice	Open			Accounts Payable	UNITED RENTAL INC	\$135.78		
	200423800-001		11/30/2021	Description		DISCHARGE HOSE	Amount		
							\$135.78		
132429	12/16/2021 Invoice	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC	\$9,328.16		
	49618049		12/07/2021	Description		Sodium Bisulfite	Amount		
	49654038		12/07/2021			Sodium Bisulfite	\$4,528.79		
							\$4,799.37		
132430	12/16/2021 Invoice	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$1,121.71		
	0128444211201		12/02/2021	Description		Acct #128444 - Public Safety internet service	Amount		
							\$1,121.71		
132431	12/16/2021 Invoice	Open			Accounts Payable	VERIZON WIRELESS	\$2,027.12		
	9894289791		12/15/2021	Description		972530635-00026 CM/CITY	Amount		
						CLERK/COUNCIL/FINANCE DIR (11/4 - 12/3)	\$356.77		
	9894289790		12/15/2021			972530635-00025 HOUSING (11/4-12/3)	\$39.92		
	9894289796		12/15/2021			972530635-00031 - IT (11/4 - 12/03)	\$112.61		
	9894289797		12/15/2021			972530635-00032 ELECTRICAL (11/4 - 12/3)	\$138.19		
	9894289795		12/15/2021			972530635-00030 WQC (11/4 - 12/3)	\$205.89		
	9894289789		12/15/2021			972530635-00024 BUILDING & PLANNING (11/4 - 12/3)	\$297.16		

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	9889866128		12/15/2021		972530635-00004 BUILDING & PLANNING (9/4 - 10/3)				\$91.09
	9894289788		12/15/2021		972530635-00023 ENGINEERING (11/4 - 12/3)				\$786.17
	9892068056		12/15/2021		972530635-00004 BUILDING & PLANNING (10/4 - 11/3)				(\$0.68)
132432	12/16/2021 Invoice	Open		Date	Accounts Payable	Viking Shred, LLC	\$100.00		
	51111527		12/09/2021		CITY WIDE SHREDDING - DEC 2021				\$100.00
132433	12/16/2021 Invoice	Open		Date	Accounts Payable	WESTERN VIEW MOBILE RANCH	\$1,030.29		
	JAN 2022		12/09/2021		MOBILE HOME RENT SUBSIDY PROGRAM - JANUARY 2022				\$1,030.29
132434	12/16/2021 Invoice	Open		Date	Accounts Payable	WESTFORK ESTATES	\$269.12		
	JAN 2022		12/09/2021		MOBILE HOME RENT SUBSIDY PROGRAM - JANUARY 2022				\$269.12
132435	12/16/2021 Invoice	Open		Date	Accounts Payable	WILLDAN ENGINEERING INC	\$1,614.25		
	00621925		12/09/2021		SR02, 19-48 Sewer Replace bet Colorado Ave & Bell St thr 8/27/21				\$1,614.25
132436	12/16/2021 Invoice	Open		Date	Accounts Payable	ZEE MEDICAL SERVICE CO	\$313.65		
	66275548		12/09/2021		MEDICAL SUPPLIES FOR TRANSIT CENTER				\$56.54
	66275545		12/09/2021		MEDICAL SUPPLIES FOR MECH & ELEC				\$60.34
	66275544		12/09/2021		MEDICAL SUPPLIES FOR OPERATIONS				\$78.05
	66275543		12/13/2021		MEDICAL SUPPLIES FOR FLEET				\$32.91
	66275542		12/15/2021		MEDICAL SUPPLIES FOR PARKS				\$85.81
132437	12/16/2021 Invoice	Open		Date	Accounts Payable	ZOLL DATA SYSTEMS, INC.	\$54.08		
	INV00101936		12/08/2021		THIRD PARTY ACCESS - JAN 2022				\$54.08
132438	12/16/2021 Invoice	Open		Date	Accounts Payable	Anthieny, Donna	\$87.44		
	TR N/A		12/08/2021		Reimbursement for lunch during weeklong school in Ripon				\$87.44
132439	12/16/2021 Invoice	Open		Date	Accounts Payable	CITY OF ROSEVILLE	\$495.00		
	TR 4642 TUITION		12/08/2021		REALISTIC DE-ESCALATION INSTR - 1/24 TO 1/25 - P. INDERBITZEN				\$495.00
132440	12/16/2021 Invoice	Open		Date	Accounts Payable	CITY OF ROSEVILLE	\$495.00		
	TR 4642 TUITION		12/08/2021		REALISTIC DE-ESCALATION INSTR - 1/24 TO 1/25 - C. LAWRENCE				\$495.00
132441	12/16/2021 Invoice	Open		Date	Accounts Payable	CRISTANDO HOUSE, INC.	\$240.00		
	300454		12/10/2021		CIVILIAN POLICE LEADERSHIP TUITION - NEWPORT BEACH - J. PERRY				\$240.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132442	12/16/2021 Invoice TR N/A DEMAND	Open	Date 12/10/2021	Description REIMBURSEMENT FOR LUNCH DURING WEEKLONG SCHOOL IN RIPON	Accounts Payable	DIAZ, MARCO	\$86.39		
132443	12/16/2021 Invoice TR 4643 PER DIEM	Open	Date 12/08/2021	Description LESS LETHAL INSTRUCTOR - CAMARILLO, CA - 1/10 TO 1/12	Accounts Payable	DUSEL, JOE	\$158.00		
132444	12/16/2021 Invoice TR 4642 PER DIEM	Open	Date 12/08/2021	Description REALISTIC DE-ESCALATION INST. - ROSEVILLE - 1/23 TO 1/25	Accounts Payable	INDERBITZEN, PAUL	\$128.00		
132445	12/16/2021 Invoice TR 4642 PER DIEM	Open	Date 12/08/2021	Description REALISTIC DE-ESCALATION INSTR. - ROSEVILLE - 1/23 TO 1/25	Accounts Payable	LAWRENCE, CODY	\$128.00		
132446	12/16/2021 Invoice ASE-5633-1583	Open	Date 11/30/2021	Description REIMBURSEMENT FOR ASE-5633-1583 A5 A: Brakes	Accounts Payable	MENDOZA-MANZO, ERIK	\$81.00		
132447	12/16/2021 Invoice #21-239	Open	Date 12/08/2021	Description LESS LETHAL INSTRUCTOR - CAMARILLO - J. DUSEL J. YOUNG	Accounts Payable	NATIONAL TRAINING CONCEPTS, INC.	\$630.00		
132448	12/16/2021 Invoice TR 4641 PER DIEM	Open	Date 12/08/2021	Description NG911 STAND. & BEST PRAC. - SAN DIEGO - 1/16 TO 1/21	Accounts Payable	RODRIGUEZ, MARIBEL	\$320.00		
132449	12/16/2021 Invoice TR 4568 PER DIEM	Open	Date 12/08/2021	Description SLI SESSION #8 - RANCHO MURIETA - 12/12 TO 12/15	Accounts Payable	SHAW, DAVE	\$192.00		
132450	12/16/2021 Invoice METER #00443884	Open	Date 12/09/2021	Description HYDRANT USE PERMIT REFUND	Accounts Payable	SPROUSE COMMUNICATIONS INC	\$2,469.59		
132451	12/16/2021 Invoice 316 Vermont Ave	Open	Date 12/13/2021	Description Reimbursement from over payment of FTHB loan	Accounts Payable	Vazquez, Efrain	\$21.84		
132452	12/16/2021 Invoice TR 4643 PER DIEM	Open	Date 12/08/2021	Description LESS LETHAL INSTRUCTOR - CAMARILLO, CA - 1/10 TO 1/12	Accounts Payable	YOUNG, JAKE	\$158.00		
132453	12/16/2021 Invoice INV-20744	Open	Date 12/17/2021	Description Subscription Services 7.1.2021-6.30.2022	Accounts Payable	NEO GOV	\$28,755.87		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					109 Transactions		\$1,296,648.79		

Type Check Totals:
AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	109	\$1,296,648.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	109	\$1,296,648.79	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	109	\$1,296,648.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	109	\$1,296,648.79	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	109	\$1,296,648.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	109	\$1,296,648.79	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	109	\$1,296,648.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	109	\$1,296,648.79	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132454	12/20/2021	Open			Accounts Payable	ABS DIRECT INC			
Check	Invoice								
	12564			12/20/2021	ABS Prop 218 Public Notice - Mailing Only		\$22,840.00		
132455	12/20/2021	Open			Accounts Payable	ABS DIRECT INC			
Check	Invoice								
	93203			12/17/2021	POSTAGE ADVANCE FOR DEC/JAN 2022		\$5,700.00		
132456	12/20/2021	Open			Accounts Payable	AFLAC			
Check	Invoice								
	239145			12/17/2021	INDIVIDUAL DECEMBER 2021		\$4,006.64		
132457	12/20/2021	Open			Accounts Payable	AIRGAS NCN			
Check	Invoice								
	9984721146			12/08/2021	CYLINDER RENTAL INVOICE		\$1,099.10		
	9984721147			12/08/2021	CYLINDER RENTAL INVOICE		\$40.70		
132458	12/20/2021	Open			Accounts Payable	American Paving Co.			
Check	Invoice								
	PP3/CP18-53			12/16/2021	18-53 Inters Improve @ Monte Vista & Fosberg 11/1/21-11/30/21		\$176,315.25		
132459	12/20/2021	Open			Accounts Payable	Aramark Uniform Services			
Check	Invoice								
	24061860			12/09/2021	custom emblem		\$90.54		
	11/30/21			12/17/2021	UNIFORM RENTAL & LAUNDRY SERVICES - NOV 2021		\$3,196.31		
132460	12/20/2021	Open			Accounts Payable	AT&T MOBILITY			
Check	Invoice								
	7796X12162021			12/17/2021	992507796 / PD-IT Line		\$40.73		
132461	12/20/2021	Open			Accounts Payable	AT&T/SBC			
Check	Invoice								
	PD 12/7/21			12/17/2021	Acct# 234 371-3447 543 0/ Police Dept		\$33.34		
132462	12/20/2021	Open			Accounts Payable	BACKFLOW DISTRIBUTORS, INC			
Check	Invoice								
	61694			12/09/2021	BACKFLOW PARTS		\$1,245.74		
132463	12/20/2021	Open			Accounts Payable	BADGER METER INC dba NATIONAL METER & AUTOMATION			
Check	Invoice								
	80087026			12/09/2021	ORION CELLULAR SERVICE FOR NOVEMBER 2021		\$60.00		
	80087027			12/09/2021	ORION CELLULAR SERVICE FOR OCTOBER 2021		\$60.00		
132464	12/20/2021	Open			Accounts Payable	BERL ENTERPRISES, LLC DBA RESTROOM DIRECT			
Check	Invoice								
	70030			12/16/2021	drinking fountains		\$5,979.80		
132465	12/20/2021	Open			Accounts Payable	Blair, Church & Flynn Consulting Engineers, Inc.			
Check	Invoice								
	67354			12/17/2021	SR01, 20-043 Equipment Bays 10/4/21-10/31/21		\$623.46		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132466	67355 12/20/2021 Invoice	Open	12/17/2021		SR01, 20-041 Shade Structures	8/2/21-10/31/21	\$6,649.35		
	254923 12/09/2021 filter				Accounts Payable	BONANDER TRUCKS		\$426.63	
	182821 12/09/2021 TRA15-104900								\$106.63
	182839 12/09/2021 VEHICLE 1049								\$70.00
132467	12/20/2021 Invoice	Open			Accounts Payable	BRISCO ENTERPRISES INC	\$211,749.72		
	32725 12/08/2021				RWQGF Refuse and Disposal of Biosolids		\$211,749.72		
132468	12/20/2021 Invoice	Open			Accounts Payable	BURTON'S FIRE, INC	\$13,800.34		
	W 80021 12/16/2021				E-31 ANNUAL SERVICE AND INSPECTION				\$13,800.34
132469	12/20/2021 Invoice	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$266.68		
	12152021VALADEZ 12/13/2021				12-15-21 PAYROLL ATTACHMENT FOR ACCT#100- 036551				\$266.68
132470	12/20/2021 Invoice	Open			Accounts Payable	CAROLLO ENGINEERS	\$88,747.30		
	FB16795 12/16/2021				18-69 Surface Water Dist System Improve Phase 1 thru 10/31/21		\$88,747.30		
132471	12/20/2021 Invoice	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$524.57		
	0000051121121 12/20/2021				8203 13 680 0000051 / City Hall (TV service)		\$524.57		
132472	12/20/2021 Invoice	Open			Accounts Payable	CRAIG SAFETY GROUP	\$11,078.75		
	21890 12/08/2021				LOTO Development 10/25 - 11/10/21				\$7,547.50
	21905 12/08/2021				LOTO Development 11/8 - 11/18/2021				\$1,781.25
	21914 12/08/2021				LOTO Development 11/29 - 12/2/2021				\$1,750.00
132473	12/20/2021 Invoice	Open			Accounts Payable	Crane & Hoist Services, Ltd	\$4,650.00		
	7667 12/15/2021				HOIST/CRANE INSPECTIONS AND REPAIRS				\$3,250.00
	7668 12/15/2021				HOIST/CRANE INSPECTIONS AND REPAIRS				\$1,400.00
132474	12/20/2021 Invoice	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$3,265.92		
	64826 12/16/2021				Unarmed Security Services for Transit Center 12/06/21 -12/12/21		\$3,265.92		
132475	12/20/2021 Invoice	Open			Accounts Payable	CSJVRMA	\$359,445.00		
	RMA 2022-0240 12/17/2021				3rd Quarter FY 21/22 Liability		\$359,445.00		
132476	12/20/2021 Invoice	Open			Accounts Payable	CUMMINS PACIFIC LLC	\$820.21		
	Y9-94441 12/09/2021				VEHICLE 578		\$820.21		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132477	12/20/2021	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$325.53		
	Invoice			Description			Amount		
	0000042272		12/14/2021	SERVICE CALL			\$325.53		
132478	12/20/2021	Open			Accounts Payable	DF ENGINEERING INC	\$150.00		
	Invoice			Description			Amount		
	23854		12/16/2021	SR01, 19-40 On-Call Land Surveying Services through 11/30/21			\$150.00		
132479	12/20/2021	Open			Accounts Payable	DOCUSCRIPT, LLC	\$1,573.48		
	Invoice			Description			Amount		
	1764		12/16/2021	NOVEMBER 2021			\$627.20		
	1743		12/16/2021	OCTOBER 2021			\$946.28		
132480	12/20/2021	Open			Accounts Payable	EXPRESS PRESS	\$985.74		
	Invoice			Description			Amount		
	46047		12/14/2021	Fall T-Ball T-Shirts			\$205.84		
	46254		12/14/2021	Fall Softball T-Shirts			\$779.90		
132481	12/20/2021	Open			Accounts Payable	FEDERAL EXPRESS	\$439.06		
	Invoice			Description			Amount		
	7-592-82070		12/17/2021	SHIPPING CHARGES 12/10/21			\$130.07		
	7-600-56669		12/20/2021	SHIPPING CHARGES 12/17/21			\$308.99		
132482	12/20/2021	Open			Accounts Payable	FINANCIAL CREDIT NETWORK	\$180.22		
	Invoice			Description			Amount		
	FCN TRUT12-NOV21		12/20/2021	FCN-TRUT12-NOV 2021			\$30.22		
	FCNTRMS12-NOV21		12/20/2021	FCN-TRMS12-NOV 2021			\$150.00		
132483	12/20/2021	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$191.10		
	Invoice			Description			Amount		
	0051292		12/08/2021	LAB SUPPLIES			\$43.09		
	6835261		12/15/2021	LAB SUPPLIES			\$103.72		
	6762376		12/15/2021	LAB SUPPLIES			\$44.29		
132484	12/20/2021	Open			Accounts Payable	GARY'S RENT A CAN INC	\$109.49		
	Invoice			Description			Amount		
	A-102348		12/14/2021	GARY'S - PORTABLE TOILET RENTAL ASST			\$109.49		
132485	12/20/2021	Open			Accounts Payable	GCR TIRES & SERVICE	\$5,294.90		
	Invoice			Description			Amount		
	858-47320		12/09/2021	ST90-728			\$109.11		
	858-47360		12/09/2021	ITEM NO 002777			\$583.97		
	858-47361		12/09/2021	ITEM NO 000702			\$547.08		
	858-47445		12/15/2021	ST06-7054			\$1,618.57		
	858-47432		12/15/2021	ITEM #003490			\$2,436.17		
132486	12/20/2021	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$1,876.25		
	Invoice			Description			Amount		
	H1J0410		12/08/2021	EPA Biosolids List			\$607.35		
	H111311		12/08/2021	Monthly Wastewater Samples			\$1,268.90		
132487	12/20/2021	Open			Accounts Payable	GILLIG LLC	\$3,004.16		
	Invoice			Description			Amount		
	40867519		12/09/2021	TRA1065			\$2,568.02		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132488	408/2086 12/20/2021 Invoice 12031 12033	Open	12/15/2021	TRA19-1062PP	Accounts Payable	GOMES PROPANE	\$436.14		
132489	12/20/2021 Invoice S2187917.009	Open			Accounts Payable	Gordon Electric Supply, Inc	\$8,793.19		
132490	12/20/2021 Invoice 9135673599 9136994176 9129424058 9143599588	Open			Accounts Payable	GRAINGER INC, W W	\$274.80		
132491	12/20/2021 Invoice 203451	Open			Accounts Payable	HCI SYSTEMS INC	\$2,100.00		
132492	12/20/2021 Invoice 809525	Open			Accounts Payable	PSF - REQUIRED REPAIRS ON FIRE SPRINKLER SYSTEM	\$2,100.00		
132493	12/20/2021 Invoice 609156	Open			Accounts Payable	HD SUPPLY FACILITIES MAINTENANCE LTD	\$235.44		
132494	12/20/2021 Invoice 00275194	Open			Accounts Payable	ITRON INC	\$2,893.18		
132495	12/20/2021 Invoice 2308023 2308538 2309061 2309591 2310160 2310665 2311153 2311565 2315034	Open			Accounts Payable	HOSTING 1/1 - 1/31/22 JOAQUIN ROSE, INC, B & B FLUID POWER	\$658.48		
132496	12/20/2021 Invoice 117750415	Open			Accounts Payable	LEHIGH HANSON INC Little Passports, Inc.	\$708.42		
					Accounts Payable	STEM Kits for ASES programs	\$17,079.92		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132497	12/20/2021	Open			Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	\$3,527.47		
	Invoice								
	10109130								
	12/09/2021								
132498	12/20/2021	Open			Accounts Payable	MME	\$744.59		
	Invoice								
	0165682-IN								
	12/09/2021								
	0165770-IN								
	12/15/2021								
132499	12/20/2021	Open			Accounts Payable	MODESTO MACHINE WORKS INC	\$2,139.90		
	Invoice								
	57543								
	12/08/2021								
132500	12/20/2021	Open			Accounts Payable	MUNISERVICES LLC	\$78,545.43		
	Invoice								
	INV06-013210								
	06/30/2021								
132501	12/20/2021	Open			Accounts Payable	NAPA AUTO PARTS	\$421.21		
	Invoice								
	774804								
	12/09/2021								
	775041								
	12/09/2021								
	775291								
	12/09/2021								
	774805								
	12/09/2021								
	774850								
	12/09/2021								
	773074								
	12/15/2021								
132502	12/20/2021	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$3,307.52		
	Invoice								
	8577-367767								
	12/09/2021								
	8577-368018								
	12/09/2021								
	8577-367838								
	12/09/2021								
	8577-367846								
	12/09/2021								
	8577-368009								
	12/09/2021								
	8577-367858								
	12/09/2021								
	8577-367803								
	12/09/2021								
	8577-367824								
	12/09/2021								
	8577-367804								
	12/09/2021								
	8577-367787								
	12/09/2021								
	8577-368068								
	12/09/2021								
	8577-368072								
	12/09/2021								
	8577-367677								
	12/09/2021								
	8577-367541								
	12/09/2021								
	8577-367739								
	12/09/2021								
	8577-365960								
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	8577-367775								
	12/09/2021								
	8577-367771								
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	8577-367844								
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	8577-368209								
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	8577-368240								
	12/15/2021								
	8577-368182								
	12/15/2021								
	8577-368276								
	12/15/2021								
	8577-368127								
	12/15/2021								

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132503	8577-367985		12/15/2021	MTM 74353					
	8577-367797		12/15/2021	Credit for inv #367771					\$30.23
	8577-367798		12/15/2021	Credit for inv #367775					(\$22.42)
	8577-368146		12/15/2021	TRA15-1050PPP					(\$2.66)
	8577-368112		12/15/2021	TRA15-1049PP					\$282.38
	8577-368438		12/15/2021	NOTE 0401					\$21.51
	8577-368439		12/15/2021	NOTE 625					\$36.54
	8577-368445		12/15/2021	NOTE 7054					\$2.76
	8577-368448		12/15/2021	SC16-9029					\$153.69
	12/20/2021	Open			Accounts Payable	NORTH STAR ENGINEERING GROUP INC	\$3,236.12		\$17.20
132504	Invoice		Date	Description					Amount
	18985		12/16/2021	SR03, 21-021 Pedras Rd Rehab Geer & Golden State thru 11/30/21					\$3,236.12
	Invoice		Date	Description					Amount
	2800-162967		12/09/2021	AD09-0445					\$354.85
	2800-162966		12/09/2021	FR08-286					\$277.44
	2800-161805		12/09/2021	VEHICLE 1049					\$58.01
	2800-161804		12/09/2021	TRA15-1049PP					\$237.15
	2800-162983		12/09/2021	FR08-286					\$2.43
	2800-162984		12/09/2021	AD09-0445					\$11.29
	2800-161137		12/09/2021	POL16-1309					\$5.18
132505	2800-160805		12/09/2021	POL16-1309					\$12.64
	2800-161504		12/09/2021	OP17-617					\$280.75
	2800-165075		12/15/2021	ST06-7054					\$111.20
	2800-163720		12/15/2021	OP16-618					\$38.38
	2800-163478		12/15/2021	FR08-286					\$24.31
	2800-163729		12/15/2021	SCAN TOOL					\$48.87
	2800-163305		12/15/2021	INFLTR GAUGE					\$393.34
	12/20/2021	Open			Accounts Payable	P G & E	\$23,428.00		
	Invoice		Date	Description					Amount
	701WLNT 12/13/21		12/20/2021	6224543828-8 / 701 S Walnut Rd					\$676.38
132506	CNG 12/13/21		12/20/2021	8466606707-3 / 901 S Walnut Rd CNG					\$2,524.43
	TRANSIT12/13/21		12/20/2021	9448303839-7 / 1418 N Golden State Blvd Site 2					\$211.14
	WLNT#A 12/13/21		12/20/2021	3794250242-0 / 701 S Walnut Rd Site A / CNG Slow Fill Station					\$5,527.67
	TRANSIT112/13/21		12/20/2021	0913752739-7 / 1418 N Golden State Blvd Site 1					\$187.62
	PSF 12/13/21		12/20/2021	8391988340-1 / 244 N Broadway-PSF					\$10,298.82
	AC 12/9/21		12/20/2021	6266210492-6 / 801 S Walnut Rd					\$75.06
	WQC 12/9/21		12/20/2021	6349543820-0 / 901 S Walnut Rd					\$216.48
	WLTN#E 12/9/21		12/20/2021	6141210500-1 / 701 S Walnut Rd E					\$8.11
	FIRE#2 12/9/21		12/20/2021	6182877164-4 / 791 S Walnut Rd					\$49.73
	WQC 12/09/21		12/20/2021	6307877156-3 / 901 S Walnut Rd					\$3,652.56
132506	12/20/2021	Open			Accounts Payable	PAUL'S PAINT COMPANY	\$13.00		
	Invoice		Date	Description					Amount
	90748		12/15/2021	Green and Blue Spray Paint					\$13.00

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132507	12/20/2021 Invoice 55363	Open	Date 12/09/2021	Description OP17-617	Accounts Payable	PRICE FORD OF TURLOCK INC	\$155.00		
132508	12/20/2021	Open			Accounts Payable	QuestMark Information Management, Inc.	\$5,179.39		
132509	12/20/2021 Invoice	Open	Date	Description	Accounts Payable	REED INC, GEORGE	\$350.76		
	1005831		12/06/2021	UT STATEMENT - SEP 22 2021 DD7			\$2,388.27		
	1005833		12/06/2021	UT DELINQ - SEP 23 2021 DD7			\$101.57		
	1005852		12/06/2021	UT STATEMENT-SEP 27 2021 DD14			\$2,587.98		
	1005853		12/06/2021	UT DELINQ - SEP 28 2021 DD14			\$101.57		
132510	12/20/2021 Invoice	Open	Date	Description	Accounts Payable	ROBERTSON - BRYAN INC	\$5,172.50		
	100254659		12/14/2021	GEORGE REED - ASPHALT			\$85.64		
	100255834		12/14/2021	GEORGE REED - ASPHALT			\$82.37		
	100256022		12/14/2021	GEORGE REED - ASPHALT			\$94.65		
	100256451		12/14/2021	GEORGE REED - ASPHALT			\$88.10		
132511	12/20/2021 Invoice 14734	Open	Date 12/15/2021	Description Through November 15, 2021	Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$3,418.67		
132512	12/20/2021 Invoice 3025773380	Open	Date 12/09/2021	Description VEHICLE 286	Accounts Payable	SAFE-T-LITE CO INC	\$846.49		
	3025715082		12/09/2021	KIT TPMS SENSOR			\$189.89		
	3025712649		12/09/2021	FR08-286			\$598.74		
	3025796567		12/09/2021	FR08-286			\$733.38		
	3025897035		12/15/2021	VEHICLE 1140			\$695.92		
	3025866344		12/15/2021	VEHICLE 0045			\$885.73		
132513	12/20/2021 Invoice K78501	Open	Date 12/09/2021	Description DEPARTMENT SUPPLIES	Accounts Payable	SCHOLASTIC INC	\$14,295.30		
	379067		12/14/2021	CARS AND COFFEE			\$308.15		
	379534		12/14/2021	FESTIVAL OF LIGHTS			\$196.19		
132514	12/20/2021 Invoice 35081352	Open	Date 12/16/2021	Description SCHOLASTIC - GRAB AND GO BOOK PACKS FOR ASSES PROGRAMS	Accounts Payable	SCOTT'S PPE RECON	\$905.65		
	37594		12/16/2021	CITROSQUEEZE			\$905.65		
132515	12/20/2021 Invoice 3136	Open	Date 12/14/2021	Description PATCH AROUND AC UNIT	Accounts Payable	STRAIGHT EDGE ROOFING INC.	\$1,900.00		
	12/20/2021 Invoice 3599063M	Open	Date 12/16/2021	Description GAS POWER SUPPLY WITHCODE	Accounts Payable	STRYKER SALES CORP.	\$332.35		

Payment Register

From Payment Date: 12/17/2021 - To Payment Date: 12/23/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132517	12/20/2021 Invoice	Open			Accounts Payable	SUNBELT RENTALS, INC	\$7,706.92		
	118335617-0001		12/08/2021	12/08/2021	PIPES (WQC)			\$7,706.92	
132518	12/20/2021 Invoice	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
132519	12/20/2021 Invoice	Open		12/13/2021	12-15-21 PAYROLL ATTACHMENT		\$439.13		
132520	12/20/2021 Invoice	Open		12/14/2021	Accounts Payable	SYAR INDUSTRIES INC	\$2,312.49		
	857146		12/14/2021	12/14/2021	EZ STREET ASPHALT			\$2,312.49	
	12/20/2021 Invoice	Open			Accounts Payable	T I D	\$263,382.57		
	083201 - DEC 21		12/17/2021	12/17/2021	TID STATEMENT - DEC 2021 ACC#0832010000			\$9,715.02	
	183201 - DEC 21		12/17/2021	12/17/2021	TID STATEMENT - DEC 2021 ACC#1832010000			\$4,288.23	
	283201 - DEC 21		12/17/2021	12/17/2021	TID STATEMENT - DEC 2021 ACC#2832010000			\$3,733.92	
	383201 - DEC 21		12/17/2021	12/17/2021	TID STATEMENT - DEC 2021 ACC#3832010000			\$4,243.16	
	483201 - DEC 21		12/17/2021	12/17/2021	TID STATEMENT - DEC 2021 ACC#4832010000			\$143,041.85	
	683201 - DEC 21		12/17/2021	12/17/2021	TID STATEMENT - DEC 2021 ACC#6832010000			\$5,060.42	
	773201 - DEC 21		12/17/2021	12/17/2021	TID STATEMENT - DEC 2021 ACC#7732010000			\$11,693.35	
	873201 - DEC 21		12/17/2021	12/17/2021	TID STATEMENT - DEC 2021 ACC#8732010000			\$9,893.41	
	973201 - DEC 21		12/17/2021	12/17/2021	TID STATEMENT - DEC 2021 ACC#9732010000			\$71,713.21	
132521	12/20/2021 Invoice	Open			Accounts Payable	TBA AUTO PARTS	\$1,890.33		
	NOV 2021		12/15/2021	11/1- 11/30/21				\$1,890.33	
132522	12/20/2021 Invoice	Open			Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$30,664.88		
	2021250900031		12/08/2021	12/08/2021	Liquid Chlorine (8)			\$19,053.68	
	2021250900028		12/08/2021	12/08/2021	Liquid Chlorine (8 - Return)			(\$19,053.68)	
	2021250100516		12/08/2021	12/08/2021	Liquid Chlorine (8)			\$19,267.38	
	2021250900038		12/08/2021	12/08/2021	Liquid Chlorine (8 - Return)			(\$16,690.00)	
	2021250900027		12/08/2021	12/08/2021	Liquid Chlorine (4 - Return)			(\$4,345.00)	
	2021250100608		12/08/2021	12/08/2021	Liquid Chlorine (4)			\$10,032.30	
	2021250100790		12/08/2021	12/08/2021	Liquid Chlorine (4)			\$9,683.30	
	2021250100842		12/08/2021	12/08/2021	Liquid Chlorine (4)			\$10,032.30	
	2021250900026		12/08/2021	12/08/2021	Liquid Chlorine (8 - Return)			(\$8,690.00)	
	2021250900100		12/08/2021	12/08/2021	Liquid Chlorine (4 - Return)			(\$4,345.00)	
	2021250101066		12/08/2021	12/08/2021	Liquid Chlorine (4)			\$10,032.30	
	2021250900118		12/08/2021	12/08/2021	Liquid Chlorine (4 - Return)			(\$4,345.00)	
	2021250101059		12/08/2021	12/08/2021	Liquid Chlorine (4)			\$10,032.30	
132523	12/20/2021 Invoice	Open			Accounts Payable	TOWER ENTERPRISE	\$528.84		
	142513		12/16/2021	12/16/2021	PRE-EMPLOYMENT SCREENING			\$528.84	
132524	12/20/2021 Invoice	Open			Accounts Payable	TURF STAR	\$42.96		
	7203479-00		12/09/2021	12/09/2021	PK21-4821			\$42.96	

Payment Register

From Payment Date: 12/17/2021 - To Payment Date: 12/23/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132525	12/20/2021 Invoice 297322	Open	Date 12/14/2021		LEAF PICKUP	Accounts Payable	TURLOCK JOURNAL	\$1,200.00		
132526	12/20/2021 Invoice 1954067	Open	Date 12/16/2021		NOVEMBER 2021	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$1,575.00		
132527	12/20/2021 Invoice 28380 28318	Open	Date 12/16/2021		NOVEMBER 2021 UHC REFUSE DISPOSAL UHC REFUSE DISPOSAL	Accounts Payable	TURLOCK TRANSFER INC	\$650.87		
132528	12/20/2021 Invoice	Open	Date		NOVEMBER 2021	Accounts Payable	TURLOCK UMPIRE GROUP	\$4,465.00		
132529	12/20/2021 Invoice 460341787	Open	Date 12/20/2021		NOVEMBER 2021 SOFTBALL GAMES DECEMBER 2021 SOFTBALL GAMES	Accounts Payable	US BANK OFFICE EQUIPMENT	\$66.44		
132530	12/20/2021 Invoice 1953986	Open	Date 12/16/2021		Lease Agreement for Payroll Copier	Accounts Payable	VALLEY PETCARE	\$765.00		
132531	12/20/2021 Invoice 9894289798 9894289793	Open	Date 12/17/2021 12/17/2021		NOVEMBER 2021 972530635-00033 - TRANSIT (11/7 - 12/3/21) 972530635-00028 RECREATION ASSES (11/4 - 12/3/21)	Accounts Payable	VERIZON WIRELESS	\$1,735.90		
132532	12/20/2021 Invoice 259018 259201 259436 259496	Open	Date 12/16/2021 12/16/2021 12/16/2021 12/16/2021		NOVEMBER 2021 A036298 A036432 A036249 A03611	Accounts Payable	VETERINARY MED CTR INC	\$340.00		
132533	12/20/2021 Invoice 8806954034 8806980220 8806971366	Open	Date 12/08/2021 12/08/2021 12/15/2021		NOVEMBER 2021 Laboratory Supplies Graduated Cylinder Laboratory Supplies	Accounts Payable	VWR INTERNATIONAL INC	\$327.04		
132534	12/20/2021 Invoice 1019-21	Open	Date 12/08/2021		NOVEMBER 2021 Digester Cleaning Services	Accounts Payable	WASTEWATER SOLIDS MNGT CO	\$77,047.07		
132535	12/20/2021 Invoice GP 19-041G	Open	Date 12/14/2021		NOVEMBER 2021 Dust Control Security Refund- 1601 Olympic Dr (GP 19-041G)	Accounts Payable	Anderson-Lifin Inc.	\$264.00		

Payment Register

From Payment Date: 12/17/2021 - To Payment Date: 12/23/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
132536	12/20/2021 Invoice	Open		Description	Accounts Payable	Anderson-Lifin Inc.	\$5,500.00		
	EP 19-227E		12/14/2021	Improvement Security Refund - 1601 Olympic Dr (EP 19-227E)				\$5,500.00	
132537	12/20/2021 Invoice	Open		Description	Accounts Payable	EVERGREEN PACKAGING	\$300.00		
	10702938		12/14/2021	FACILITY RENTAL DEPOSIT REFUND				\$300.00	
132538	12/20/2021 Invoice	Open		Description	Accounts Payable	Kindberg , Carl	\$120.00		
	SWRCB 11/15/2021		12/08/2021	Wastewater Treatment Plant Operator Exam Fees				\$120.00	
132539	12/20/2021 Invoice	Open		Description	Accounts Payable	Kingberg , Carl	\$137.53		
	825941		12/08/2021	Manuals - Wastewater Vol 1 & Safety, Beg. Treatment and Lagoon				\$137.53	
132540	12/20/2021 Invoice	Open		Description	Accounts Payable	Kingberg, Carl	\$50.00		
	828193		12/08/2021	Manuals - Sec. Treatment E8 & Disinfection, Laboratory Math Ed 8				\$50.00	
132541	12/20/2021	Open			Accounts Payable	PACIFIC GAS AND ELECTRIC COMPANY	\$1,557.74		
	METER #14759393		12/15/2021	HYDRANT USE PERMIT REFUND				\$1,557.74	
132542	12/20/2021 Invoice	Open		Description	Accounts Payable	TAYLOR, SCOTT	\$60.00		
	79088		12/14/2021	PESTICIDE CERTIFICATION RENEWAL REIMB				\$60.00	
Type Check Totals:							\$1,522,703.39		
AP - Accounts Payable Totals									
89 Transactions									
Checks									
			Status	Count	Transaction Amount		Reconciled Amount		
			Open	89	\$1,522,703.39		\$0.00		
			Reconciled	0	\$0.00		\$0.00		
			Voided	0	\$0.00		\$0.00		
			Stopped	0	\$0.00		\$0.00		
			Total	89	\$1,522,703.39		\$0.00		
All									
			Status	Count	Transaction Amount		Reconciled Amount		
			Open	89	\$1,522,703.39		\$0.00		
			Reconciled	0	\$0.00		\$0.00		
			Voided	0	\$0.00		\$0.00		
			Stopped	0	\$0.00		\$0.00		

Payment Register

From Payment Date: 12/17/2021 - To Payment Date: 12/23/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total	89	\$1,522,703.39	\$0.00	
Checks					Status	Count	Transaction Amount	Reconciled Amount	
					Open	89	\$1,522,703.39	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	89	\$1,522,703.39	\$0.00	
All					Status	Count	Transaction Amount	Reconciled Amount	
					Open	89	\$1,522,703.39	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	89	\$1,522,703.39	\$0.00	

DECEMBER 14, 2021
 6:02 p.m.
 City of Turlock Yosemite Room
 156 S. Broadway, Turlock, California

DRAFT MINUTES
 Regular Meeting
 Turlock City Council

A. CALL TO ORDER

B. SALUTE TO THE FLAG

C. ROLL CALL:

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

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

ABSENT: None

D. DECLARATION OF CONFLICTS

City Attorney Petrulakis declared a conflict on Consent Item 6T regarding the agreement with Petrulakis Law & Advocacy, APC law firm.

1. CLOSED SESSION:

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

2. APPROVAL OF AGENDA AS POSTED OR AMENDED

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

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

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

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

1. Recognition: Active Military Banner Retirement

Parks, Recreation, and Public Facilities Director Allison Van Guilder and part-time Recreation Worker Amber Traini oversaw the retirement of Active Military Banners.

2. Recognition: Employee of the Month, October 2021, Public Facilities Maintenance Team Leader, Wayne Rogers

Mayor Bublak read a Proclamation honoring Employee of the Month, Public Facilities Maintenance Team Leader, Wayne Rogers. Public Facilities Maintenance Team Leader Wayne Rogers thanked his coworkers and office staff for their support.

4. PUBLIC PARTICIPATION

The following members of the public spoke:

Nick Paiz
Milt Trieweller
Jacob Linderman
Cathy Doo
Lanny Isreal
Nigel Triplett
Gil Esquer

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

None

6. CONSENT CALENDAR:

Mayor Bublak announced that Consent Calendar Item(s) 6F, 6S, 6T, would be removed for separate consideration.

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

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

- A. **Resolution No. 2021-234:** Accepting Weekly Demands of 10/29/21 in the amount of \$761,628.28; Weekly Demands of 11/5/21 in the amount of \$842,500.52; Weekly Demands of 11/12/21 in the amount of \$1,756,829.09; Weekly Demands of 11/19/21 in the amount of \$2,102,246.71
- B. **Motion:** Accepting Minutes of the Special Meeting of November 8, 2021
Motion: Accepting Minutes of the Regular Meeting of November 9, 2021
- C. **Resolution No. 2021-235:** Initiating proceedings for the formation of the Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area for 3130 and 3200 Fulkerth Road, Stanislaus County APNs 089-019-017 and 089-019-001 and directing the Acting City Engineer to act as the Engineer of Work and produce an Engineer's Report which details the annual costs to the development

- D. **Resolution No. 2021-236:** Initiating proceedings for the formation of the PM 21-01 Dutch Bros (Development Project No. 21-005) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area and directing the Acting City Engineer to act as the Engineer of Work and produce an Engineer's Report which details the annual costs to the development
- E. **Resolution No. 2021-237:** Initiating proceedings for the formation of the Starbucks (Development Project No. 21-028) Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area and directing the Acting City Engineer to act as the Engineer of Work and produce an Engineer's Report which details the annual costs to the development
- F. *Removed for separate consideration.*
- G. **Motion:** Approving Amendment No. 1 of Agreement 2021-084, between the City of Turlock and Central Valley Concrete, to absorb Agreement 2021-086, for a total not-to-exceed amount of \$120,000 (non-general fund) over the two-year term agreement
- H. **Motion:** Awarding RFB No. 11-2021 and approving an Agreement with Univar Solutions USA Inc. for Sodium Bisulfite for the Turlock Regional Water Quality Control Facility, in an annual compensation not to exceed \$150,000 (non-general fund) for the period December 14, 2021 through June 30, 2022, and an annual amount not to exceed \$300,000 (non-general fund) over the remaining three (3) year term of the Agreement, if all renewal periods are exercised
- I. **Motion:** Awarding RFB No. 13-2021 and approving an Agreement with Univar Solutions USA Inc. for Sodium Hypochlorite for the Turlock Regional Water Quality Control Facility and the City's Water System, in an amount not to exceed \$250,000 (non-general fund) for the period December 14, 2021 through June 30, 2022, and an annual amount not to exceed \$500,000 (non-general fund) over the remaining three (3) year term of the Agreement, if all renewal periods are exercised
Resolution No. 2021-238: Appropriating \$50,000 to account number 410-51-530.44005_006 "Chemicals Chlorine" to be funded from Fund 410 Water Quality Control unallocated reserves to provide necessary funding for City Contract No. 2022-025
- J. **Motion:** Approving Amendment No. 2 to the Agreement between the City of Turlock and Provost & Pritchard Engineering Group for Design, Engineering Services During Construction, & Construction Management for Wellhead Treatment Installation to include additional scope of work for continuation of construction administration, construction management, and start-up services and training videos for staff; and increasing the compensation by \$139,200, for a total not-to-exceed amount of \$1,226,880
- K. **Motion:** Approving Amendment No. 1 to an Agreement with Bay City Boiler & Engineering Co. for Boiler Services for the Municipal Services Department, increasing compensation by \$10,000 (Non-General Fund), for a total not-to-exceed amount of \$35,000
- L. **Resolution No. 2021-239:** Accepting donations made to the City of Turlock Parks, Recreation, and Public Facilities Department from various donors, January 2021 through September 2021, in the amount of \$3,077.48 (monetary donations) in account number 270-61-635-399.37200_000 "Donations General," \$2,000 (monetary donations), in account number 110-61-622-002.35720 "Christmas Parade – Revenue," and \$500 (monetary donations) in account number 266-20-255-351.37200_005 "National Night Out," to fund/aid a variety of Parks, Recreation, and Public Facilities Department programs, scholarships, and activities

- M. **Resolution No. 2021-240:** Approving the purchase of one (1) 2022-23 Mack MD642R with Valew 2000 Gal. Water Tank for the Parks, Recreation and Public Facilities Department from Holt of California, in an amount not to exceed \$137,000 from account number 506-00-000-231.51020 (Equipment Replacement), through Sourcewell Contract #032119-CAT and appropriating \$28,100 to account number 506-00-000-231.51020 (Equipment Replacement) to be funded from Fund 506 Unassigned Reserve for the vehicle purchase
Resolution No. 2021-241: Approving the purchase of one (1) 2021 Ford F-750 Chassis with PB Loader Support Body, 10 Ft 5-7 Yard Dump Bed for the Parks, Recreation and Public Facilities Department from PB Loader Corporation, in an amount not to exceed \$149,500 from account number 219-40-428.51105 (Vehicle), through Sourcewell Contract #052417-PBL and appropriating \$11,500 to account number 219-40-428.51105 (Vehicle) to be funded from Fund 506 Unassigned Reserve for the vehicle purchase
Resolution No. 2021-242: Approving the purchase of one (1) 2021 Ford F-750 Chassis with PB Loader Support Body, 10 Ft 5-7 Yard Dump Bed for the Parks, Recreation and Public Facilities Department from PB Loader Corporation, in an amount not to exceed \$149,500 from account number 506-00-000-231.51020 (Equipment Replacement), through Sourcewell Contract #052417-PBL and appropriating \$11,500 to account number 506-00-000-231.51020 (Equipment Replacement) to be funded from Fund 506 Unassigned Reserve for the vehicle purchase
- N. **Resolution No. 2021-243:** Rescinding Resolution No. 2020-072 and adopting a new resolution designating the authorized signatures for the City of Turlock bank accounts with Westamerica Bank
- O. **Resolution No. 2021-244:** Adopting the 2022 City Council meeting schedule in accordance with Turlock Municipal Code Section 2-1-02
- P. **Resolution No. 2021-245:** Approving an amendment to the Salary Schedule of the existing Confidential Schedule of Benefits and Policies adopted by Resolution No. 2021-228, dated November 9, 2021, to include all approved confidential salaries
- Q. **Resolution No. 2021-246:** Appropriating \$812,488 to Fiscal Year 2021-2022 salary and benefit accounts from each respective fund's unassigned reserves as the result of a Tentative Agreement between the City of Turlock ("City") and the Turlock City Employees Association ("TCEA") covering the period of July 1, 2020 through June 30, 2024 and updating the Memorandum of Understanding ("MOU") between the City and TCEA
- R. **Resolution No. 2021-247:** Reaffirming the Director of Emergency Services Proclamation of Existence of a Local Emergency in response to COVID-19
- S. *Removed for separate consideration.*
- T. *Removed for separate consideration.*

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

- 6F Awarding bid and approving an Agreement in the amount of \$1,824,868 (Fund 412 and Fund 421) with Rolfe Construction, Inc., of Atwater, California, for City Project No. 20-013 "Water and Sewer Main Extensions – N Golden State Blvd" AND Appropriating \$237,743 to account number 421-52-552.51270 "Construction Project" to be funded from Fund 421 "Water Line Construction" unallocated reserves to provide the funding needed for City Project No. 20-013 "Water and Sewer Main Extensions – N Golden State Blvd"

Council and Staff discussion included continuing the item to allow staff to further evaluate the legal risks with this contract.

Mayor Bublak opened public comment.

The following members of the public spoke:

Milt Treiweiler

Mayor Bublak closed public comment.

Action: Motion by Councilmember Larson, seconded by Councilmember Monez, to continue to the January 11, 2022 Regular City Council meeting for the motion awarding bid and approving an agreement in the amount of \$1,824,868 (Fund 412 and Fund 421) with Rolfe Construction, Inc., of Atwater, California, for City Project No. 20-013 "Water and Sewer Main Extensions – N Golden State Blvd". Appropriating \$237,743 to account number 421-52-552.51270 "Construction Project" to be funded from Fund 421 "Water Line Construction" unallocated reserves to provide the funding needed for City Project No. 20-013 "Water and Sewer Main Extensions – N Golden State Blvd". Motion carried 5/0 by the following vote:

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

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

Council and staff discussion included:

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

Mayor Bublak opened public comment.

The following members of the public spoke:

Lanny Isreal

Mayor Bublak closed public comment.

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

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

City Attorney Petrulakis recused himself from participating in Consent Calendar Item 6T due to having financial interest in the proposed agreement and stepped down from the dais at 7:02 pm

- 6T **Motion:** Approving an Agreement between the City of Turlock and Petrulakis Law & Advocacy, APC law firm regarding the providing of City Attorney Services.

Councilmember Nosrati said that there are so many other qualified firms that the City could look into for legal services.

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

Action: Approving an Agreement between the City of Turlock and Petrulakis Law & Advocacy, APC law firm regarding the providing of City Attorney Services was introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 4/1 by the following vote:

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

City Attorney Petrulakis returned to the dais at 7:05 pm

7. FINAL READINGS:

- A. ***The final reading for this Ordinance and the adoption of the Resolution Establishing Conditions of Approval was scheduled to be heard at tonight's meeting. Staff is requesting the City Council consider continuing the matter and setting the final reading of the Ordinance and adoption of the Resolution Establishing Conditions of Approval for the January 11, 2022, City Council meeting.***

Deputy Development Services Director Katie Quintero provided information about the request for continuance of this item.

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

Action: Motion by Councilmember Franco, seconded by Councilmember Monez, continuing Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2021-01 Planned Development 280 (Balisha Ranch)] AND Establishing Conditions of Approval for Planned Development 280 (Balisha Ranch) to the January 11, 2022 Regular City Council Meeting. Motion carried 5/0 by the following vote:

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

8. PUBLIC HEARINGS:

- A. ***This item was continued from the October 26, 2021, City Council meeting. Staff is requesting the City Council consider continuing the matter and setting the public hearing for the January 11, 2022, City Council meeting.***

Deputy Development Services Director Katie Quintero provided information about the request for continuance of this item.

Mayor Bublak opened the public hearing.

The following members of the public spoke.

Gil Esquer

Mayor Bublak closed the public hearing.

Action: Motion by Councilmember Franco, seconded by Councilmember Monez, Continuing Denying the appeal and affirming the Planning Commission decision Denying Variance 2021-01 (Perfect Union) at 2500 N. Golden State Boulevard to the January 11, 2022 Regular City Council Meeting. Motion carried 5/0 by the following vote:

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

- B. Deputy Development Services Director/Planning Manager Katie Quintero presented the staff report on the request for the City Clerk to confirm: a) Proof of Publication of Notice of Public Hearing; b) Signed Waiver and Consent; c) Completed and Signed Ballot and d) Signed Certificate of Clerk Regarding Receipt of Property Owner Waiver and Consent Form and Ballot Declaring Election Results (Project Planner to prompt and facilitate these steps) AND Mayor and City Council conduct public hearing confirming that no protests have been received – close hearing and adopt the two resolutions below AND Calling a Special, Mailed-Ballot Election respecting Proposed Annexation Number 32 to existing Community Facilities District Number 2 (Services Mitigation) AND Declaring the results of Mailed-Ballot Election respecting Proposed Annexation Number 32 to Community Facilities District Number 2 (Services Mitigation) and ordering annexation.

Deputy City Clerk Lisa Schimmelfennig confirmed a) Proof of Publication of the Notice of Public Hearing; b) Signed Waiver and Consent form; c) Completed and Signed Ballot, noting the ballot received from the property owner authorized the annexation of the property to the existing Community Facilities District No. 2; and d) Signed Certificate of Clerk Regarding Receipt of Property Owner Waiver and Consent Form and the Ballot Declaring Election Results.

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

Action: Confirmation: City Clerk confirms: a) Proof of Publication of Notice of Public Hearing; b) Signed Waiver and Consent; c) Completed and Signed Ballot and d) Signed Certificate of Clerk Regarding Receipt of Property Owner Waiver and Consent Form and Ballot Declaring Election Results

Public Hearing: Mayor and City Council conduct public hearing confirming that no protests have been received.

Resolution No. 2021-249: Calling a Special, Mailed-Ballot Election respecting Proposed Annexation Number 32 to existing Community Facilities District Number 2 (Services Mitigation) was introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 5/0 by the following vote:

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

Resolution No. 2021-250: Declaring the results of Mailed-Ballot Election respecting Proposed Annexation Number 32 to Community Facilities District Number 2 (Services Mitigation) and ordering annexation was introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 5/0 by the following vote:

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

- C. Utilities Manager, Carl Brown presented the staff report on the request to repeal Turlock Municipal Code Title 6, Chapter 3, regarding Garbage, Rubbish, and Organic Refuse in its entirety, and add a new Title 6, Chapter 3, regarding Garbage, Recyclable Materials, and Organic Waste to incorporate changes related to upcoming SB 1383 state mandated requirements.

Mayor Bublak opened the public hearing.

The following members of the public spoke:

Milt Treiweiler
Gil Esquer
Alan Marchant

Mayor Bublak closed the public hearing.

Council and staff discussion included encouraging composting bins.

Action: Motion by Councilmember Franco, seconded by Councilmember Monez, introducing an ordinance repealing Turlock Municipal Code Title 6, Chapter 3, regarding Garbage, Rubbish, and Organic Refuse in its entirety, and adding a new Title 6, Chapter 3, regarding Garbage, Recyclable Materials, and Organic Waste to incorporate changes related to upcoming SB 1383 state mandated requirements and setting the final reading date for January 11, 2022. Motion carried 5/0 by the following vote:

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

- D. Finance Director Isaac Moreno presented the staff report on the request to supersede and replace Resolution No. 2020-007 and adopting updated cost recovery percentages and the schedule of fees and charges for City services, to include City recreational services, pursuant to Turlock Municipal Code Section 3-3-301 et seq.

Council and staff discussion included reassessing this document every five years.

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

Action: **Resolution No. 2021-251:** Superseding and replacing Resolution No. 2020-007 and adopting updated cost recovery percentages and the schedule of fees and charges for City services, to include City recreational services, pursuant to Turlock Municipal Code Section 3-3-301 et seq. was introduced by Councilmember Franco, seconded by Councilmember Monez, and carried 5/0 by the following vote:

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

9. ACTION ITEMS:

- A. Finance Director Isaac Moreno presented the staff report on the request to authorize the City Manager to execute and sign a service agreement between the City of Turlock and Downtown Modesto Partnership in a form approved by the City Attorney, in the amount not to exceed \$1,115,000, for the RAD Card Program AND a Service Agreement between the City of Turlock and Downtown Modesto Partnership for the RAD Card Program in a form approved by the City Attorney and appropriating \$1,115,000 from Fund 119 (American Rescue Plan Act (ARPA) Fund) Unassigned Reserves to Expense Account Number 119-10-188.47188 "American Rescue Plan Act – RAD Card" for the RAD Card matching program.

Council and staff discussion included questions on how businesses can participate.

Mayor Bublak opened public comment.

The following members of the public spoke:

Lori Smith
Milt Treiweiler
Cheryl
Candice Gonzalez

Mayor Bublak closed public comment.

Additional Council and staff discussion included splitting the funding into two allotments. The first to be available immediately and the second to be available in February.

Action: Amended Motion by Councilmember Monez, seconded by Councilmember Larson, authorizing the City Manager to execute and sign a service agreement between the City of Turlock and Downtown Modesto Partnership in a form approved by the City Attorney, in the amount not to exceed \$1,115,000, for the RAD Card Program, releasing half of the funds immediately, and the remaining funds on February 1, 2022. Motion carried 5/0 by the following vote:

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

Resolution No. 2021-252: Approving a Service Agreement between the City of Turlock and Downtown Modesto Partnership for the RAD Card Program in a form approved by the City Attorney and appropriating \$1,115,000 from Fund 119 (American Rescue Plan Act (ARPA) Fund) Unassigned Reserves to Expense Account Number 119-10-188.47188 “American Rescue Plan Act – RAD Card” for the RAD Card matching program was introduced by Councilmember Monez, seconded by Councilmember Larson, and carried 5/0 by the following vote:

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

- B. Deputy Development Services Director/Planning Manager presented the staff report on the request to authorize staff to prepare a Memorandum of Understanding (MOU) with Stanislaus County to participate financially in a County-led road rehabilitation project in select county islands adjacent to the City’s public right of way.

Council and staff discussion included cost analysis and roads to be included in this project.

Mayor Bublak opened public comment.

The following members of the public spoke:

Gil Esquer

Mayor Bublak closed public comment.

Additional Council and staff discussion included information the LiDAR trucks would provide related to road improvements.

Action: Motion by Councilmember Franco, seconded by Councilmember Monez, authorizing staff to prepare a Memorandum of Understanding (MOU) with Stanislaus County to participate financially in a County-led road rehabilitation project in select county islands adjacent to the City's public right of way. Motion carried 5/0 by the following vote:

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

- C. Interim Municipal Services Director Dan Madden presented the staff report on the request to authorize staff to proceed with the property owner notification requirements of Proposition 218 for the consideration of increasing the monthly solid waste fees/charges and establish a public hearing date of February 8, 2022.

Councilmember Larson stepped down from the dais at 8:16 pm and returned at 8:21 pm.

Mayor Bublak stepped down from the dais at 8:24 pm and returned at 8:27 pm.

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

Mayor Bublak opened public comment.

The following members of the public spoke:

Alan Marchant
Gil Esquer
Cheryl Reiland

Mayor Bublak closed public comment.

Council and staff thanked Turlock Scavenger for their efforts.

Action: Motion by Councilmember Monez, seconded by Councilmember Franco, authorizing staff to proceed with the property owner notification requirements of Proposition 218 for the consideration of increasing the monthly solid waste fees/charges and establishing a public hearing date of February 8, 2022. Motion carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak

Yes	Yes	Yes	Yes	Yes
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- D. Interim Fire Chief Michael Botto presented the staff report on the request to direct the City Manager and Interim Fire Chief to request a contract proposal from the City of Modesto, Modesto Fire Department providing for administration, management, and command of the Turlock City Fire Department.

Council and staff discussion included amending the Citygate scope of work and related impacts increasing the scope would affect the contract.

Mayor Bublak opened public comment.

The following members of the public spoke:

Chad Hackett
Milt Treiweiler
Gil Esquer
Debra Sextant
Ken McDay
Cheryl Paron
Mark Gomez

Mayor Bublak closed public comment.

Additional Council and staff discussion included concerns related to moving a portion of the Fire Department to City of Modesto.

Councilmember Larson discussed amendments to the Citygate contract to be added to into the Fire Master Plan Study.

Action: Motion by Councilmember Larson, seconded by Councilmember Nosrati, Directing the City Manager and Interim Fire Chief to request a contract proposal from the City of Modesto, Modesto Fire Department providing for administration, management, and command of the Turlock City Fire Department, with this information to be provided to Citygate and included in the scope of work for the master plan study and to be included in a holistic report at the end of the master plan study by Citygate. Motion failed 2/3 by the following vote:

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

Action: Motion by Councilmember Monez, seconded by Councilmember Franco, Directing the City Manager and Interim Fire Chief to request a contract proposal from the City of Modesto, Modesto Fire Department providing for administration, management, and command of the Turlock City Fire Department. Motion carried 3/2 by the following vote:

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

- E. Finance Director Isaac Moreno presented the staff report on the request to authorize Interim City Manager or designee to utilize an Engineering firm to prepare specifications for Heating, Ventilation, and Air Conditioning (HVAC) replacements and UV light filtration system installation throughout city facilities and execute bid process.

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

Additional Council and staff discussion included ARPA funds being used as the funding source for this project.

Action: Motion by Councilmember Monez, seconded by Councilmember Franco, authorizing Interim City Manager or designee to utilize an Engineering firm to prepare specifications for Heating, Ventilation, and Air Conditioning (HVAC) replacements and UV light filtration system installation throughout city facilities and executing bid process. Motion carried 4/1 by the following vote:

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

10. CITY MANAGER REPORTS/UPDATES

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

A. Fire Department

1. Public Safety Briefing

A written Fire Department update was provided in the agenda packet.

B. Municipal Services Department

1. Muni Update

Interim Municipal Services Director Dan Madden provided a Municipal Services Department update including Water Quality Control Facility and recent storm events.

C. Finance

1. Finance

Finance Director Isaac Moreno provided a Finance update including Business and Employee Wellness RFP/RFI.

D. City Manager

1. Administration

A written City Manager update was provided in the agenda packet and provided information on new Department of Public Health mask requirements.

11. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Requests for Council items for future consideration will be scheduled in accordance with the City of Turlock Elected and Appointed Officials' Handbook (Resolution No. 2019-094), unless otherwise specified by the Mayor or a majority of the Council.

Councilmember Monez requested an RFP/RFQ be issued for backup gas cards for employees.

Councilmember Larson requested a briefing by Dr. Nadu at Emanuel Medical Center on COVID information.

12. AD HOC COMMITTEE REPORTS: None

13. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

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

Councilmembers thanked City staff for their hard work and participation in the Christmas Parade, and wished everyone a Merry Christmas and Happy New Year.

Councilmember Monez thanked the public who came to the meeting and spoke.

Mayor Bublak appointed Councilmember Franco and Councilmember Monez to a Columbia Pool Ad Hoc Committee.

14. CLOSED SESSION:

Deputy City Clerk Lisa Schimmelfennig introduced the Closed Session Items.

- A. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
Agency Designated Representative: Interim City Manager Sarah Eddy
Employee Organization: Turlock Management Association-Public Safety
- B. Public Employee Appointment, Cal. Gov't Code §54957(b)(1)
Title: City Manager (Discussion Only)
- C. Conference with Legal Counsel – Existing Litigation, Cal. Gov't Code §54956.9(d)(1) *"For purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Litigation, to which the local agency is a party, has been initiated formally."*
Name of Case(s): Michael N. Anhar vs. Turlock Police Department
- D. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)

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

Potential Case(s): (4 cases)

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

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

Claimant: John Field

Agency Claimed Against: City of Turlock

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

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

Claimant: Jeff Sousa

Agency Claimed Against: City of Turlock

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

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

Claimant: Joodel Buenrostro

Agency Claimed Against: City of Turlock

15. REPORTS FROM CLOSED SESSION

Deputy City Clerk Lisa Schimmelfennig reported that for the Closed Session Item E, Liability Claim regarding John Field, was rejected. All other Closed Session Items no reportable action was taken.

16. ADJOURNMENT

Mayor Bublak adjourned the special meeting at 12:15 a.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Lisa Schimmelfennig, Deputy City Clerk

City Council Staff Report

January 11, 2022



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

Prepared by: Randall Jones, Associate Engineer

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approval of Contract Change Order No. 1 (Final) in the decreased amount of \$6,679 (Non-General Fund – Fund 215) for City Project No. 18-53 “Intersection Improvements at Tully Rd and Tuolumne Rd” bringing the contract total to \$467,801

Motion: Accepting improvements for City Project No. 18-54 “Intersection Improvements at Tully Rd and Tuolumne Rd” and authorizing the Acting City Engineer to file a Notice of Completion

2. SYNOPSIS:

This action approves Contract Change Order No. 1 (Final), accepts the improvements, and authorizes the City Engineer to file a Notice of Completion.

3. DISCUSSION OF ISSUE:

On January 26, 2021, City Council approved an agreement with Tim Paxin’s Pacific Excavation of Elk Grove, California, for the construction of City Project No. 18-54 “Intersection Improvements at Tully Rd and Tuolumne Rd.” Construction has been completed in accordance with the approved plans and specifications.

Change Order History:

	Amount	City Council Meeting
Original Contract	\$474,480.00	January 26, 2021
Change Order No. 1	\$ (6,679.00)	January 11, 2022
Total Contract	\$467,801.00	

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

- Final Quantities Adjustment - \$(6,679.00)

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

Construction has been completed per the approved project plans and specifications. Staff requests City Council approval to authorize the City Engineer to file a Notice of Completion. The Notice of Completion will establish January 11, 2022, as the official date of project completion and effectively limit the contractor's statutory time to file a claim on the project.

4. BASIS FOR RECOMMENDATION:

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

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money was used for this project. Account number 215-40-420.51210 "Federal Street Projects" is the designated account to provide capital outlay for all project expenses. The actual project costs are displayed below:

	Actual Costs
Preliminary Engineering	\$ 22,003.92
Environmental	\$ 4,200.00
Contractor Cost	\$ 467,801.00
Construction Engineering	\$ 38,514.31
Construction Staking	\$ 12,800.00
Materials Testing	\$ 3,003.50
Miscellaneous Project Fees	\$ 3,722.47
TOTAL	\$ 552,045.20

This project is funded in part from a Congestion Mitigation and Air Quality Program (CMAQ) grant which is a federal-aid program for the purpose of providing infrastructure to reduce congestion and traffic on public roads and increase air quality.

The remaining project costs were paid for with Measure L. A budget appropriation from Measure L was identified for this project in account number 215-40-420.38001_320 in Fiscal Year 2021-2022. No additional budget appropriations are needed.

Total Project Costs	\$552,045.20	A
CMAQ Reimbursable Expenses	\$528,319.23	B
Measure L Local Match	\$ 23,725.97	C = A - B

6. STAFF RECOMMENDATION:

The project is complete, and staff requests approval of the final Change Order and the filing of the Notice of Completion.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

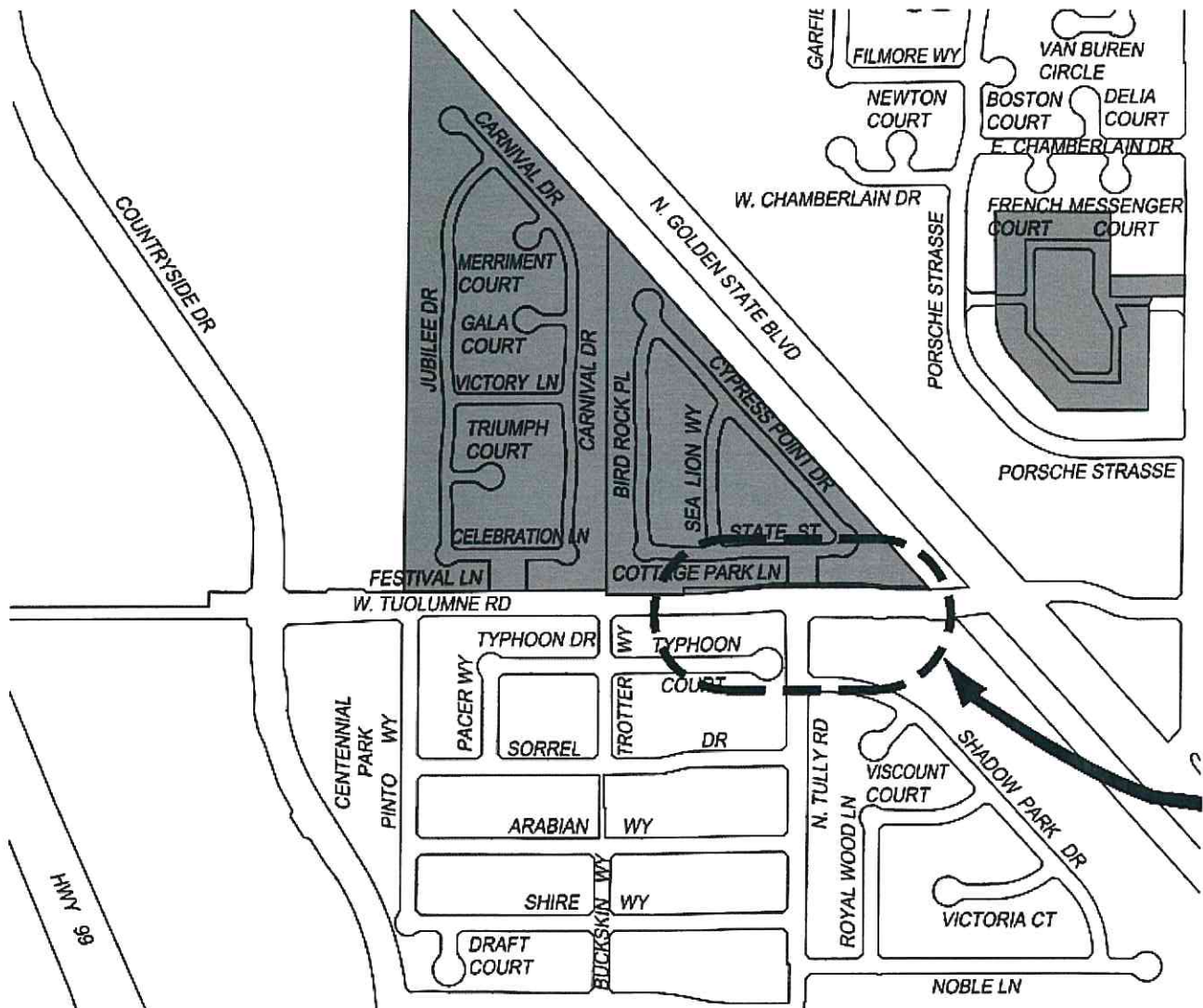
8. ENVIRONMENTAL DETERMINATION:

On January 26, 2021, the City Council determined this project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines. This action does not modify that determination; therefore, no additional determination is needed.

9. ALTERNATIVES:

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

Project Location Map



CITY OF TURLOCK

FINAL QUANTITIES

Intersection Improvements at Tully Road and Tuolumne Road 094

Project No.

18-54

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization and Demobilization	LS	\$9,045.00	1.00	\$9,045.00	1.00	\$9,045.00	\$0.00
2	Protect Signs	EA	\$1,250.00	2.00	\$2,500.00	1.00	\$1,250.00	\$1,250.00
3	Erosion and Sediment Control	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	\$0.00
4	Traffic Control	LS	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00	\$0.00
5	Remove Existing Improvements	LS	\$15,750.00	1.00	\$15,750.00	1.00	\$15,750.00	\$0.00
6	Minor Concrete (Access Ramps)	EA	\$5,540.00	4.00	\$22,160.00	4.00	\$22,160.00	\$0.00
7	Minor Concrete (Flatwork)	SF	\$20.00	110.00	\$2,200.00	42.00	\$840.00	\$1,360.00
8	Pavecut (6" HMA/ 5" AB)	SF	\$24.00	354.00	\$8,496.00	768.00	\$18,432.00	(\$9,936.00)
9	Pavement Striping (12" White Thermo)	LF	\$7.00	326.00	\$2,282.00	237.00	\$1,659.00	\$623.00
10	Pavement Markings (White Thermo)	SF	\$12.00	29.00	\$348.00	27.00	\$324.00	\$24.00
11	Signals, Lighting, and Electrical Systems	LS	\$386,020.00	1.00	\$386,020.00	1.00	\$386,020.00	\$0.00
12	Additional Construction Items Not Specified in Items 1-11	LS	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$467,801.00		\$474,480.00	(\$6,679.00)
C.O. #	CHANGE ORDERS							
	SUB-TOTAL CHANGE ORDER ITEMS =				\$0.00		\$0.00	\$0.00
	TOTAL PROJECT =				\$467,801.00		\$474,480.00	(\$6,679.00)



CONTRACT CHANGE ORDER

Date issued: 11-Jan-22 Change Order No.: 1 (FINAL)
Project Name: Intersection Improvements at Tully Rd. and Tuolumne Rd.

Pacific Excavation Inc.
9796 Kent Street
Elk Grove, California 95624
916-686-2800

Project No.: 18-54
Original Contract Amc \$474,480.00
Contract Award Date: January 26, 2021

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	---	---	---	\$467,801.00
Contractor's Bid Amount for Bid Items	---	---	---	\$474,480.00
Subtotal of Difference				(\$6,679.00)
Total this CCO=				(\$6,679.00)
The original contract sum =				\$474,480.00
Net change by previous change orders =				\$0.00
The contract amount will be increased by the amount of =				(\$6,679.00)
The new contract sum including this change order will be =				\$467,801.00
No days are added to the contract time to account for the additional items of work.				

Accepted: _____
Pacific Excavation, Inc., Contractor

Date: _____

Recommended: _____
Gary L. Taylor, P.E., Acting City Engineer

Date: _____

Approved: _____
Sarah Tamey Eddy, Interim City Manager

Date: _____

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 18-54
INTERSECTION IMPROVEMENTS AT TULLY RD. AND TUOLUMNE RD.**

Notice is hereby given that work on the above-referenced project located at the intersection of Tully Road and Tuolumne Road, in Turlock, California, was completed by the undersigned agency on January 11, 2022. The contractor of work is Tim Paxin's Pacific Excavation, Inc., 9796 Kent Street, Elk Grove, California, 95624 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

(Signature- Gary L. Taylor, P.E., Acting City Engineer, Owner's Agent),
City of Turlock

VERIFICATION

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

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

CITY OF TURLOCK

GARY L. TAYLOR, P.E.
ACTING CITY ENGINEER
OWNER'S AGENT

Executed on January 12, 2022 at Turlock, California, Stanislaus County

City Council Staff Report

January 11, 2022



From: Dan Madden, Interim Municipal Services Director

Prepared by: Danae Lawrence, Staff Services Analyst

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the Agreement between the City of Turlock and Provost & Pritchard Engineering Group for Design Services of the Drinking Water Chlorination Project to include an additional scope of work for continuation of construction administration and construction management, and increasing the compensation by \$195,000, for a total not-to-exceed amount of \$836,300

2. SYNOPSIS:

Approving Amendment No. 1 to the Agreement between the City of Turlock and Provost & Pritchard Engineering Group for Design Services of the Drinking Water Chlorination Project and increasing the compensation by \$195,000.

City Council approved Agreement No. 2020-0079 with Provost & Pritchard Engineering Group on April 28, 2020, for Design Services of the Drinking Water Chlorination Project for a period of two (2) years, with an option to extend the Agreement for three (3) additional one-year terms, in an amount not to exceed \$641,300, which included a 10% contingency.

3. DISCUSSION OF ISSUE:

On April 28, 2020, City Council approved City Contract No. 2020-79 with Provost & Pritchard Engineering Group for Design Services of the Drinking Water Chlorination Project. The term of the Agreement was for two (2) years, with the option of electing to extend the Agreement for three (3) additional one-year terms, on the same terms and conditions. The City's total compensation for City Contract No. 2020-79 was \$641,300, which included a 10% contingency.

Staff are proposing this Amendment No. 1 to City Contract No. 2020-79 to increase compensation by \$195,000 to ensure funding is available to complete the project through its new projected completion timeline of Spring/Summer 2022. Initially, the projected completion date for the project was June 30, 2021. The additional compensation of \$195,000 being requested is a result of the following:

- Changes to the City's SCADA system resulted in delays for the chlorination project.
- Both construction administration and construction management services are needed through project completion estimated to 2022.
- Part-time construction management will be needed for the remainder of the project with additional time during installation of the SCADA panels.
- Construction Administration will also be required until construction is complete.
- Provost & Pritchard Engineering Group will be on-site periodically to oversee all start-up and testing requirements to bring the chlorination system online.
- Well 8 was also added to the City-Wide Chlorination project. Well 8 will be included in the implementation of the standardized PLC and SCADA systems being installed at the other well and tank sites.

4. BASIS FOR RECOMMENDATION:

As outlined in Discussion of Issue above there have been a variety of delays as a result of the pandemic, supply chain issues, as well as a need for the upgrade of the City's PLC and SCADA system. Consequently, the consultant Provost & Pritchard has had to adjust its scheduling and scope of work in order to accommodate the challenges mention above.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Funding for Amendment No. 1 to the Agreement is budgeted in Fund 420 account number 420-52-551.51367 - Chlorination of Well Sites for Fiscal Year 2021-22.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. The City Council could elect not to approve Amendment No. 1 to the Agreement with Provost & Pritchard Engineering Group. This alternative is not recommended due to the need for additional construction administration and construction management services required by staff to install and operate the new chlorination system efficiently to ensure quality performance for the City's customers.



AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
PROVOST & PRITCHARD ENGINEERING GROUP
for
DESIGN SERVICES OF THE DRINKING WATER CHLORINATION PROJECT
CONTRACT NO. 2020-79

THIS AMENDMENT NO. 1, dated January 11, 2022, is entered into by and between the **CITY OF TURLOCK**, a California municipal corporation (hereinafter "CITY") and **PROVOST AND PRITCHARD ENGINEERING GROUP** (hereinafter "PROFESSIONAL"). CITY and PROFESSIONAL may be collectively referred to as the "Parties" or individually as "Party." There are no other parties to this Amendment No. 1.

WHEREAS, the Parties hereto previously entered into an Agreement dated April 28, 2020, for professional services to assist City with Design Services of the Drinking Water Chlorination Project (hereinafter the "Agreement").

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

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

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

C. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement ("Professional Fees"), which shall be included in the Scope of Services in **Exhibit A** and **Exhibit B**.

4. Section 5 of the Agreement is amended to read as follows:

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A**. In addition to the Scope of Work attached as **Exhibit A** to the Agreement, Professional shall provide additional services, attached to this Amendment No. 1 as **Exhibit B**, which is necessary and required to provide Design Services of the Drinking Water Chlorination Project and shall perform such services in accordance with the specifications attached to this Amendment No. 1 as **Exhibit B**.

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

5. Section 6 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 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 Eight Hundred Thirty-Six Thousand Three Hundred dollars and 00/100 (\$836,300.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6. All other terms and conditions of the Agreement shall remain in full force and effect until the termination date of April 27, 2022.

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

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

By: _____
Sarah Tamey Eddy, Interim City Manager

**PROVOST & PRITCHARD
ENGINEERING GROUP**

By: _____
Title: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Dan Madden, Interim Municipal Services
Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Kellie Weaver, Interim City Clerk

Print name: _____

Date: _____



286 W. Cromwell Avenue
Fresno, CA 93711-6162
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Fax: (559) 449-2715
www.provostandpritchard.com

March 23, 2020

Fallon Martin
Municipal Services Department
City of Turlock
156 South Broadway, Suite 270
Turlock, CA 95380

Subject: Engineering, Environmental, and Land Surveying Services for City-Wide Chlorination Project, Turlock, California

Dear Ms. Martin:

Thank you for the opportunity to submit this proposal to provide engineering, environmental, and land surveying services for the subject project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

Project Understanding

We understand that with the Well 38 arsenic treatment plant scheduled to come online in June 2021, the City wishes to implement a City-Wide chlorination project to be completed in the same time frame. The City has requested a proposal for full design, environmental, and construction management services for implementing chlorination at **15 (fifteen) existing well sites and 3 (three) existing storage tank sites**. It is anticipated that each chlorination site would include the following:

- Chlorination enclosure (style to be determined during schematic design)
- Sodium hypochlorite storage tank
- Sodium hypochlorite dosing pump
- Chlorine residual analyzer (style to be determined during schematic design)
- New water service and drain line for residual analyzer
- Emergency eyewash / shower
- New electrical, instrumentation, and controls for each chlorination site

ATTACHMENT 1: SCOPE OF SERVICES

Scope of Services

Our proposed scope of work for this proposal is segregated into several phases, described below. We have successfully used the following phased approach on similar projects:

1. Phase SUR: Site Surveys
2. Phase SD: Schematic Design
3. Phase PT: Permitting
4. Phase CD: Construction Documents
5. Phase CEQA: Environmental Documents
6. Phase BD: Bidding Assistance
7. Phase CA: Construction Administration
8. Phase CM: Construction Management

Phase SUR: Site Surveys

1. Surveying
 - a. Conduct right-of-way and boundary research for **15 (fifteen) well sites and 3 (three) tank sites**
 - b. Conduct field survey to locate sufficient monumentation to re-establish the right-of-way and property lines within the project limits.
 - c. Conduct topographic ground surveys of the project limits.

Phase SD: Schematic Design

1. Project management
 - a. Project management and administration
 - b. Prepare and maintain workplan and project schedule
 - c. Coordinate progress reports and information needs to City
 - d. Participate in kickoff meeting with City and site visits to each of the project sites with design team
 - e. Prepare and submit monthly billing
 - f. Conduct QA/QC program
2. Agency and Utility Coordination
 - a. Utility Notifications – Send utility request letters to utility companies to obtain utility information within the project limits
 - b. Review Record Information and complete utility base mapping
3. Prepare Preliminary Engineering Report
 - a. Review of available information and data provided by the City including:
 - I. Previous Studies
 - II. Water system inspection reports
 - III. Water production data

- IV. Record drawings
- b. Provide an evaluation of chlorination feature alternatives
 - I. Enclosure Style
 - II. Metering Pump Type
 - III. Residual Analyzer Type
 - IV. Control Scheme
- c. Evaluate chlorination site layouts
- d. Develop preliminary sizing for chemical storage tanks, chemical metering pumps, and process piping
- e. Identify and research permitting requirements for the new chlorination sites
- f. Prepare a preliminary opinion of probable construction and O&M costs
- g. Prepare preliminary site layout showing location of chemical enclosure on each site

Deliverables:

- 1. Draft and Final Preliminary Engineering Report (electronic PDF)

Phase PT: Permitting

- 1. Permitting Assistance
 - a. Coordinate with the State Water Resources Control Board – Division of Drinking Water (DDW) regarding the project.
 - b. Coordinate with Stanislaus County regarding potential permitting requirements for hazardous material storage. It has been assumed that no hazardous materials business plan will be required.
 - c. Prepare and submit Operations Plan to DDW for approval

Deliverables:

- 1. Draft and Final Operations Plan (electronic PDF)

Phase CD: Construction Documents

- 1. Project management
 - a. Project management and administration
 - b. Prepare and maintain workplan and project schedule
 - c. Coordinate progress reports and information needs to City
 - d. Prepare and submit monthly billing
 - e. Conduct QA/QC program
- 2. Preliminary Plans, Specifications, and Opinion of Probable Cost
 - a. Address any remaining comments on the preliminary site plan from SD phase
 - b. Prepare (60%) plans for the chlorination construction project, including the following sheets:
 - I. Cover and index (1 sheet)
 - II. General notes (1 sheet)
 - III. Legend and abbreviations (1 sheet)
 - IV. Design Criteria (1 sheet)
 - V. Process Flow Diagram (1 sheet)
 - VI. Site plans (18 sheets)

- VII. Plan and profile for offsite piping (assumed 2 sheets)
 - VIII. Detail Sheets (10 sheets)
 - IX. Electrical sheets prepared by hired electrical engineering subconsultant
 - c. Prepare preliminary technical specifications in CSI format
 - d. Prepare itemized estimate of quantities and cost
 - e. Submit preliminary (60%) plans, specifications and estimate (PS&E)
3. Draft Final (90%) Design
- a. 60% submittal review meeting with City
 - b. Address 60% review comments
 - c. Prepare draft final plans, including the same sheets listed in the previous phase
 - d. Prepare draft final technical specifications
 - e. Incorporate City up-front contract documents
 - f. Prepare draft final cost opinions
 - g. Submit draft final plans, specifications and estimate (electronic pdf)
4. Final (100%) Plans, Specifications, and Estimates
- a. 90% submittal review meeting with City
 - b. Address draft final review comments
 - c. Prepare final plans
 - d. Prepare final technical specifications
 - e. Prepare final opinion of probable construction costs
 - f. Submit final plans, specifications and estimate

Deliverables:

- 1. 60% Design Submittal: plans, specifications and estimate (electronic pdf)
- 2. 90% Design Submittal: plans, specifications and estimate (electronic pdf)
- 3. Final Design Submittal: plans, specifications and estimate (electronic pdf)

Phase CEQA: Environmental Documents

Provost & Pritchard understands that an Initial Study/Mitigated Negative Declaration (IS/MND) is anticipated to be the appropriate level of CEQA document for the Project. Described below are the tasks to complete the IS/MND.

- 1. Coordinate and attend one (1) kick-off meeting via conference call with the City to finalize work product expectations, communication protocol, and project schedule, and to receive copies of any previously prepared technical reports and any other relevant background information.
- 2. Prepare an Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND) pursuant to the CEQA Guidelines Appendix G Environmental Checklist (2020).
- 3. Complete the following desktop studies and exhibits to provide analysis within the IS/MND within the first 30 days:
 - a. A CalEEMod air model for determining air quality pollutants and greenhouse gases potentially generated by the project.
 - b. Maps and information for the following: Regional Vicinity, Topographic Quadrangle, Area of Potential Effect, Zoning, General Plan, FEMA Flood, Farmlands, Wildfire, Caltrans Designated Scenic Highways Map, Department of Toxic Substances Control (DTSC) EnviroStor Map, Waterboard Geotracker Map.

- c. A United States Department of Agriculture Natural Resource Conservation Service Custom Soil Resource Report for the Project site to determine soil types and associated risks and impacts.

- d. Cultural Resources Information

We will complete the following items in-house for a desktop study for Cultural Resources. Work will include the following:

- I. Area of Potential Effect Boundary Map
- II. Topo-Quad Map
- III. CHRIS Record Search from CSUB
- IV. NAHC Sacred Lands File Request and tribe list
- V. Correspondence with local tribes

- 4. Coordinate and attend one (1) project team meeting with the client and City via conference call to discuss comments on the Administrative Draft IS/MND.
- 5. Upon receipt of one (1) set of consolidated review comments from the City, Provost & Pritchard will prepare the Draft IS/MND.
- 6. Distribute 15 electronic copies of the IS/MND to the City for submittal to the State Clearinghouse (SCH) for the 30-day public review/comment period.
- 7. Preparation of the Final IS/MND
- 8. Biological Evaluation
 - A. Review of relevant background information, including but not limited to California Natural Diversity Database, the California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California, U.S. Fish and Wildlife Service (USFWS)'s Information, Planning, and Conservation (IPaC) System, technical reports regarding flora and fauna with potential to occur near the Project areas, and other planning documents completed for projects within the region that have potential relevance to the Project area.
 - B. Perform a reconnaissance-level field survey of the Project area. Goals of the biological field survey include identification of existing biological resources within the Project area, including land uses and biotic habitats, constituent plants and animals, and suitable habitat for special status species.
 - C. Prepare a Biological Evaluation report consistent with CEQA.

Deliverables:

- 1. One (1) electronic copy of the Biological Resources Evaluation
- 2. One (1) electronic copy of the Administrative Draft IS/MND.
- 3. One (1) electronic copy of the Draft IS/MND for the City.
- 4. 15 CD copies of the Draft IS/MND for distribution at the SCH.

CEQA Assumptions:

- a. A Mitigated Negative Declaration (MND) will be the appropriate level of environmental document and NEPA is not included in the scope of work.
- b. A single round of review of any draft documents will be performed by client. A single consolidated set of review comments from each entity will be provided to Provost & Pritchard using MS Word Track Changes mode.

- c. Provost & Pritchard is not responsible for payment of permit, notification, filing, and processing fees to other applicable agencies and those will be the direct responsibility of client. For client budgeting purposes, CDFW Filing fees are currently \$2,406.75 plus a \$50 filing fee.
- d. This scope of work does not include responding to any comments received during the public review/comment period; however, those services can be added through contract amendment, if requested. It is not anticipated any comments will be received.
- e. This proposal does not include focused surveys, handling of special status species, technical studies, or documentation beyond those discussed in this scope of work.
- f. The City will provide access to the site(s) for the biological field surveys.
- g. Preparation of the NOI, NOC, and NOD are not included. It is assumed that the City will prepare the distribution package to the SCH with the 15 copies of the Draft IS/MND that we provide.

Phase BD: Bidding Assistance

Provide bidding assistance for a public bidding process facilitated by the City of Turlock.

- 1) Bidding Services
 - a. Attend pre-bid conference.
 - b. Assist with the preparation of addenda and clarifications as necessary during the bid period (assumed 4 RFI responses).
 - c. Review bid proposals and provide recommendation for award.

Deliverables:

- 1. RFI Responses (electronic PDF)

Phase CA: Construction Administration

Provide construction administration (engineering services) during the construction process.

- 1) Construction Administration Services:
 - a. Attend pre-construction kickoff meeting.
 - b. Review contractor submittals prior to the start of construction.
 - c. Make periodic site visits while construction is active to observe the progress of work, including a site visit for substantial completing and a final walk-through. A total of four (4) construction administration site visits are included in the scope of services.
 - d. Assist in response to RFIs (assumed 4 RFI responses).
 - e. Review the contractor's completion documents. Prepare record drawings based on "as-built" information furnished by the Contractor and City. Provide one copy of reproducible record drawings to City for permanent records.
 - f. Startup assistance and staff training. A total of four (4) site visits are included for chlorination startup assistance.

Deliverables:

1. RFI Responses (electronic PDF)
2. Record Drawings (electronic PDF)

Phase CM: Construction Management

Provide management of the construction process by the Resident Project Representative (RPR).

Construction Management Services:

- a. Act as the City's primary point of contact with Contractor.
- b. Coordinate efforts of the City, design engineer, contractor, and subcontractors.
- c. Respond to contractor RFI's during construction.
- d. Assist with preparing contract change orders.
- e. Review and process monthly progress payment summary for signature and issuance by the City.
- f. Provide construction observation by a qualified construction field representative during construction, including daily report and photos.
- g. It is assumed that the construction contract duration will be 6 months.
- h. Our fee estimate includes visits to the active project sites during the construction period.
- i. It is assumed the RPR assigned to the Well 38 Arsenic Treatment Plant would also be assigned to the Chlorination Project under this proposal but there may be times due to construction scheduling the RPR may need additional support to observe multiple sites on the same schedule. The additional Construction Manager support time is included in this estimate.
- j. Our fee estimate for this proposal includes up to 3 days per week at 8 hours per day (including travel time and mileage).
- k. Submit final punch list and project closeout checklist to the contractor.

Deliverables:

1. Daily Observation Reports (electronic pdf)
2. Final Punch List (electronic pdf)

Schedule

Provost & Pritchard is prepared to begin immediately upon authorization to proceed. We will work with the City to establish a mutually agreed upon schedule.

Assumptions

- A. Items to be provided by the Client:

- I. Record Drawings of existing well sites and tank sites
- II. Historic water production data (well capacity and daily production).
- B. Provost & Pritchard CAD standards and title block will be used for the design of this project.
- C. Provost & Pritchard's current CAD version will be used.
- D. Geotechnical Services will not be required for the design of the chlorination equipment.
- E. Sufficient monumentation will be locatable to determine right-of-way and property limits.
- F. The chlorination facilities will be constructed on property previously acquired by the City.
- G. City boiler plate front-end specifications will be used.
- H. Contractor will prepare and implement Storm Water Pollution Prevention Plan and Dust Control Plan if required.
- I. City will pay for all permit fees directly.
- J. No permits will be required other than those specifically identified above.
- K. The City will handle coordination with property owners adjacent to the chlorination sites regarding aesthetic impacts, and construction activities.
- L. Existing electrical service is adequate for addition of chlorination equipment power and instrumentation.
- M. A Minor Discretionary Permit (MDP) will not be required.
- N. No flood plain surveys will be required.
- O. The City will pay all agency review, permit, and/or utility service application fees.
- P. The City's existing SCADA system can support the addition of the instrumentation and controls associated with the chlorination dosing pumps and analyzers.
- Q. City will advertise and facilitate the bidding process and Provost & Pritchard will assist.
- R. No building permits will be required for the chlorination enclosures.
- S. No grading plans will be required.
- T. No more than two different types of chlorination enclosures will be specified for the project.
- U. A single chlorination operations plan will be utilized for all nineteen chlorination sites.

Additional Services

The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

- A. Additional office or field services required due to any governmental agency changes in ordinances, codes, policies, procedures or requirements after the date of this agreement.
- B. Clarifications, adjustments, modifications and other changes due to field and other conditions that change by the time project construction occurs.

- C. The costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement.
- D. Extra work caused by delays beyond Consultant's reasonable control by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, or faulty performance by Client or other contractors or governmental agencies.
- E. Any extra work performed by Consultant due to changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant.

ATTACHMENT 2: PROPOSED FEES

Professional Fees

Provost & Pritchard Consulting Group will perform the services in these Phases on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimated fee below. If it appears we will need to exceed the estimated amount, we will notify you in writing before we do so and will provide a revised estimate. We will not continue work beyond the initial budget without additional authorization.

Proposed Fee – City Wide Chlorination Project	
Phase	Estimated Fee
Phase SUR: Site Surveys	\$58,000
Phase SD: Schematic Design	\$64,000
Phase PT: Permitting	\$18,000
Phase CD: Construction Documents	\$223,000
Phase CEQA: Environmental Documents	\$27,000
Phase BD: Bidding Assistance	\$12,000
Phase CA: Construction Administration	\$60,000
Phase CM: Construction Management	\$121,000
Total Estimated Fee:	\$583,000

The line items shown above are estimates and are not intended to limit billings for any given Task. Required task effort may vary up or down from the line item estimates shown, however total billings will not exceed the Total shown without additional authorization. If the scope changes materially from that described above, as a result of any agency's decision or because of design changes requested by the Owner, we will prepare a revised estimate of our fees for your approval before we proceed.



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www.provostandpritchard.com

December 6, 2021

Danae Lawrence
City of Turlock
156 S. Broadway, Suite 270
Turlock, CA 95380

Subject: Additional Phases Amendment for Engineering Services during Construction and Construction Management for City-Wide Chlorination, Turlock, California

Dear Mrs. Lawrence:

As previously discussed with the City, changes to the City's SCADA system resulted in delays for the City-Wide Chlorination project. Initially the projected completion date for the chlorination installation was June 30, 2021. Both construction administration and construction management services will need to be provided through closeout of the project. It is projected that the project will be completed and online by Spring/Summer 2022 and during that time part-time construction management will be needed for the remainder of the project with additional time during installation of the SCADA panels. Construction Administration will also be required until construction is completed. Provost & Pritchard will be on-site periodically during this time to oversee all startup and testing requirements to bring the chlorination systems online.

In addition to the project delays due to the SCADA changes, Well 8 was also added to the City-Wide Chlorination project. The City has requested to include Well 8 in the implementation of the standardized PLC and SCADA systems being installed at the other well and tank sites. A proposed scope of work is submitted for Provost & Pritchard Consulting Group to incorporate these changes.

Job Name, Job No. 2292-20006, Phases CA & CM

This an addendum to the previously-approved Provost & Pritchard Consulting Group proposal and consulting service agreement, with project number referenced above. The signature below hereby authorizes Phases CA and CM and the performance of the following tasks on a time and materials basis with a budget not to exceed \$195,000.

Construction Administration Tasks:

- Visit the sites for substantial completion and a final walk-through
- Assist in response to RFIs
- Review the contractor's completion documents. Prepare drawings based on "as-built" information furnished by Clark Bros, Inc. and the City.
- Startup assistance and staff training over a nine-week startup period.

Construction Management Tasks:

- Act as the City's primary point of contact with Clark Bros, Inc. Coordinate efforts of the City, design engineer, contractor, and subcontractors. Respond to contractor RFI's during construction. Assist with preparing contract change orders.
- Review and process monthly progress payment summary for signature and issuance by the City.
- Provide construction observation as needed by a qualified construction field representative during construction. It is assumed that the construction contract duration will be an additional 10 months. Our fee estimate includes 15 hours of construction administration per week for the next 18 weeks. Once start-up begins there will be 25 hours per week of construction administration and management. The fee estimate also includes travel time and mileage.
- Submit final punch list and project closeout checklist to the contractor.

Please sign, date and return to Keith Mortensen at Provost & Pritchard Consulting Group by emailing kmortensen@ppeng.com.

Client: City of Turlock

By:

Name/Title:

Date Signed:

Provost & Pritchard Engineering Group,
Inc. dba Provost & Pritchard Consulting
Group

By:

Name/Title: Keith Mortensen, VP

Date Signed: November 12, 2021

City Council Staff Report

January 11, 2022



From: Sarah Eddy, Interim City Manager

Prepared by: Sarah Eddy, Interim City Manager

Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the Tentative Agreement updating the Memorandum of Understanding ("MOU") between the City of Turlock and Turlock Management Association – Public Safety covering the period of July 1, 2021 through June 30, 2022

2. SYNOPSIS:

The City of Turlock ("City") has entered into a Tentative Agreement to conclude labor negotiations for the 2021-2022 fiscal year with Turlock Management Association – Public Safety.

3. DISCUSSION OF ISSUE:

The current MOU between the City and Turlock Management Association – Public Safety expired on June 30, 2021. In or around July 2021, the City began labor negotiations with Turlock Management Association – Public Safety in an effort to reach a successor agreement. The Tentative Agreement covers a term of one (1) year, beginning on July 1, 2021 through June 30, 2022.

Key Highlights of the Proposed MOU is summarized below:

Employee Contributions Toward Benefits: The Tentative Agreement includes a status quo employee contribution of five percent (5%) toward medical, dental, and vision benefit premiums effective on July 1, 2021, or as soon as administratively feasible thereafter.

Salary Increase: The Tentative Agreement includes a three percent (3%) salary increase effective on July 1, 2021.

Deferred Compensation in Lieu of Insurance: The terms of the Tentative Agreement include a change whereby a spouse who is married to another City of Turlock employee and receiving health and welfare benefits provided by the City, shall no longer be eligible to receive the “in lieu” deferred contribution benefits. However, a spouse who is married to another City of Turlock employee and who was receiving the “in lieu” contributions on July 1, 2021, shall be “grandfathered” and allowed to continue receiving such contributions.

The Tentative Agreement is subject to approval by the City Council before its terms go into effect. The City is informed that Turlock Management Association – Public Safety has ratified the Tentative Agreement referenced herein.

4. BASIS FOR RECOMMENDATION:

The City’s negotiators have received guidance and tentative approval from the City Council throughout the negotiation process.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Appropriate \$69,020 to Fiscal Year 2021-2022 for salary and benefits, from the General Fund. As for the employee contributions towards health benefits, after approval of the MOU’s and Schedule of Benefit Plans and Policies (“SOB”) for all groups, the City will conduct an open enrollment process to allow employees to make changes to their selected health benefit plans based on the changes illustrated in the MOU’s/SOB’s. The actual budgetary changes will be dependent on the final selection of employees after the open enrollment process. It is estimated that the negotiated changes will result in total annual budgetary savings of approximately \$3,300 from the General Fund for Turlock Management Association – Public Safety. The final savings generated from employee contributions to the health benefit plans will be detailed at a future date after approval of the MOU’s and SOB’s for all groups.

6. STAFF RECOMMENDATION:

Staff recommends the appropriation of funds and approval of the Tentative Agreement between the City of Turlock and Turlock Management Association – Public Safety, as both parties have bargained in good faith and have come to a mutually agreed upon successor agreement through June 30, 2022.

7. INTERIM CITY MANAGER’S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

The City Council may choose to direct staff to return to the bargaining table to negotiate different terms and conditions. However, staff does not recommend alternatives since the negotiated terms meet the parameters set forth by the Council.

**CITY OF TURLOCK
TURLOCK MANAGEMENT ASSOCIATION – PUBLIC SAFETY
2021-2022 SUCCESSOR MOU LABOR NEGOTIATIONS**

Tentative Agreement

January 6, 2022

The City of Turlock ("City") and the Turlock Management Association – Public Safety ("TMAPS") hereby enter into a tentative agreement to conclude 2021-2022 labor negotiations as follows.

1:00 TERM OF AGREEMENT

The term of the Agreement and understanding is as follows: This Memorandum of Understanding shall be effective July 1, 2021 through June 30, 2022.

10:00 SALARIES

July 1, 2021

3%

13:00 MEDICAL PLAN

Health, Dental & Vision Benefits


Effective on July 1, 2021, or as soon as administratively feasible thereafter, status quo of the five percent (5%) previously agreed to toward medical, dental, and vision benefit premiums.

13:01 Deferred Compensation in Lieu of Insurance

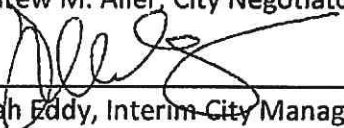
Employees who are covered by an alternate health insurance provider through either spousal or registered domestic partner or parent coverage acceptable to the City, **and which is not provided by the City**, shall have the option to participate in the City's deferred compensation program as established and administered under the adopted rules of the City. Upon proof of alternate health insurance, the City agrees to contribute \$475 per month to the employee's deferred compensation account for those employees not electing City health insurance. **A spouse who is married to another City of Turlock employee and receiving the "in lieu" contributions effective on July 1, 2021, shall be grandfathered and allowed to continue receiving such contributions.**

Employees who wish to drop the City's plan must do so during the open enrollment period and must present a certificate of insurance coverage through their spouse or registered domestic partner's or parent's employers' plan. Employees who wish to be re-enrolled in the City's plan at any time other than the open enrollment period may do so only as a result of loss of spousal or domestic partner's or parent's employers' coverage due to a change in life status (death, divorce, termination of employment, etc.) Normal waiting provisions for coverage shall otherwise apply.

ON BEHALF OF THE CITY



Andrew M. Aller, City Negotiator




Sarah Eddy, Interim City Manager

ON BEHALF OF TMAPS



James Silveira, TMAPS Team Member



Russell Holeman, TMAPS Team Member

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING \$69,020	}	RESOLUTION NO. 2022-
TO FISCAL YEAR 2021-2022 SALARY AND	}	
BENEFIT ACCOUNTS FROM EACH RESPECTIVE	}	
FUND'S UNASSIGNED RESERVES AS THE	}	
RESULT OF A TENTATIVE AGREEMENT	}	
BETWEEN THE CITY OF TURLOCK AND	}	
TURLOCK MANAGEMENT ASSOCIATION -	}	
PUBLIC SAFETY COVERING THE PERIOD OF	}	
JULY 1, 2021 THROUGH JUNE 30, 2022, AND	}	
UPDATING THE MEMORANDUM OF	}	
UNDERSTANDING ("MOU") BETWEEN THE CITY	}	
OF TURLOCK AND TURLOCK MANAGEMENT	}	
ASSOCIATION – PUBLIC SAFETY	}	
	}	

WHEREAS, the City of Turlock ("City") and the Turlock Management Association – Public Safety entered into a Tentative Agreement for the Memorandum of Understanding concluding labor negotiations for the 2021-2022 fiscal year; and

WHEREAS, the Tentative Agreement covers a term of one year, beginning on July 1, 2021 through June 30, 2022; and

WHEREAS, the Tentative Agreement includes a status quo employee contribution of five percent (5%) toward medical, dental, and vision benefit premiums effective on July 1, 2021, or as soon as administratively feasible thereafter; and

WHEREAS, the Tentative Agreement also includes a three percent (3%) salary increase effective on July 1, 2021; and

WHEREAS, the Tentative Agreement includes a change whereby a spouse who is married to another City of Turlock employee and receiving health and welfare benefits provided by the City shall no longer be eligible to receive the “in-lieu” deferred compensation benefits; however, an employee who was receiving the “in lieu” contributions on July 1, 2021 shall be “grandfathered” and allowed to continue receiving such contributions; and

WHEREAS, other terms and conditions of employment set forth in the Tentative Agreement reached with the Turlock Management Association – Public Safety are subject to implementation upon ratification by the City of Turlock City Council and the Turlock Management Association – Public Safety.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$69,020 to Fiscal Year 2021-2022 salary and benefit accounts from each respective fund's unassigned reserves as the result of a Tentative Agreement between the City of Turlock and Turlock Management Association – Public Safety covering the period of July 1, 2021 through June 30, 2022, and update the Memorandum of

Understanding ("MOU") between the City of Turlock and Turlock Management Association
– Public Safety.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of
Turlock this 11th day of January, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

**TMAPS
ATTACHMENT A
SALARY SCHEDULE
7/1/2021**

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	
36.1	9922	10422	10940	11486	12060	FIRE MARSHALL FIRE DIVISION CHIEF POLICE LT
38.1	10940	11486	12060	12664	13296	POLICE CAPTAIN

City Council Staff Report

January 11, 2022



From: Dan Madden, Interim Municipal Services Director

Prepared by: Dan Madden, Interim Municipal Services Director

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a salary range adjustment for the job classification of Executive Administrative Assistant / Municipal Services from Confidential salary range 27.4 to range 29.2, effective January 11, 2022

Motion: Approving update of the job description for Executive Administrative Assistant/Municipal Services

2. SYNOPSIS:

Approving a salary range adjustment for the Executive Administrative Assistant/ Municipal Services position and approving the update of the job description for Executive Administrative Assistant/Municipal Services.

3. DISCUSSION OF ISSUE:

Staff is requesting approval to adjust the salary range for the job classification of Executive Administrative Assistant / Municipal Services from Confidential salary range 27.4 to Confidential salary range 29.2.

On July 1, 2017, the Executive Administrative Assistant / Municipal Services position was reclassified from T.C.E.A. to Confidential Bargaining Unit, due to the nature of confidential tasks managed by the position, such as personnel matters, investigations, and employee discipline. When the reclassification was performed the salary range was not specified, and the position was therefore moved into a salary range that was lower than the existing classifications of a similar nature.

The Executive Administrative Assistant / Municipal Services job description requires similar education and experience to the job descriptions for Executive Administrative Assistant / Public Safety and Executive Administrative Assistant / City Manager. In order to achieve equity across the Executive Administrative Assistant spectrum, Staff is requesting the salary range for the Executive Administrative Assistant /

Municipal Services, be adjusted to be aligned with the comparable job classifications.

To further establish the compatibility of this position, the job description has been modified to reflect identical educational requirements as the other job descriptions within this job classification.

The additional funds necessary for the Executive Administrative Assistant / Municipal Services salary increase were already allocated in the Fiscal Year 2021-22 adopted budget, due to salary savings from vacancies.

5. BASIS FOR RECOMMENDATION:

- A. Adjustments to salary ranges in the Salary Schedule require City Council approval.
- B. The Executive Administrative Assistant / Municipal Services position is entitled to equitable salary with similar classifications that require comparable education, experience and certifications.

6. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Executive Administrative Assistant: \$5,915 for the remainder of Fiscal Year 2021-22

Funds are available in 410-51-530.41001 "Full Time Salaries" and 420-52-550.41001 "Full Time Salaries" plus all benefit related accounts in these funds for Fiscal Year 2021-22 due to vacancies in Municipal Services. Therefore, there is no budget amendment required.

7. CITY MANAGER'S COMMENTS

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Do not approve the salary modifications or job description changes. This alternative is not recommended as the Executive Administrative Assistant / Municipal Services job classification should receive a salary equal to comparable positions with similar requirements.



EXECUTIVE ADMINISTRATIVE ASSISTANT/MUNICIPAL SERVICES

DEFINITION

Under the general direction of the Department Director, to perform responsible coordination, technical and advanced clerical support to departmental operations; provide input and technical assistance to the Department Director and Management Staff, including highly confidential duties, personnel records management and file maintenance.

The nature, diversity, and scope of responsibilities originating from this position require the frequent use of discretion, initiative, and independent judgment.

This classification is assigned to the ~~miscellaneous~~ Turlock City Employee's Association bargaining unit for labor relations purposes and is subject to overtime assignments.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from a Department Director. Will be responsible for functional, technical, or direct supervision over other clerical and/or secretarial staff.

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

Perform a wide variety of complex, responsible, administrative and confidential duties for Department Director.

Coordinates incoming correspondence, visitors and telephone calls with the availability of a Department Director and other Management Staff.

Coordinates activities to ensure timely submission of documents or information that may be required of several staff personnel to complete a major project.

Exercises considerable judgment in disseminating information, making referrals to the appropriate authority and initiating and composing correspondence.

Researches and compiles confidential and other data for Management staff.

Composes correspondence, complex reports, resolutions, contracts, and other communications for inclusion within the City Council agenda.

Files, cross references and indexes materials; establishes and maintains record keeping systems for departmental records requiring use of a computer terminal.

Provides information to the public and staff regarding City operations and established administrative policies and procedures.

Researches inquiries from staff and the public and compiles information for inclusion in various reports.

Performs the more difficult work of the clerical staff; establishes standards of performance for each position supervised; operates City vehicles; and performs related work as required.

Coordinate work schedules insuring proper coverage in department including each division in the department.

Provide training related to general clerical duties and procedures, as well as departmental work assignments.

Prepare and conduct employee performance evaluations, making appropriate recommendations.

Recommend organizational or procedural changes affecting clerical activities.

Make travel arrangements, maintain appointment schedules and calendars and arrange meetings and conferences.

May take and transcribe oral dictation from shorthand notes or transcribing machine recordings; operate office equipment and word processor.

Participate and assist in the administration of a department; prepare comprehensive reports, compile annual budget requests and recommend expenditure requests for designated accounts.

May serve as Secretary to a board or commission, preparing the agenda, assembling background materials, taking and transcribing minutes of the meetings and performing related support services.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Advanced word processing, spreadsheet, database, electronic mail, publishing, and other business related computer software applications;

Dictation and transcription;

Correct English usage, spelling, grammar, and punctuation;

Basic mathematics;

Modern office methods, procedures, secretarial practices, and business correspondence;

Filing systems and complex record keeping methods;

Modern office equipment and personal computers;

Appropriate safety precautions and procedures.

Organization, procedures and operating details of the City department to which assigned.

City government organization, functions, policies, rules and regulations.

Principles of supervision, training and performance evaluation.

Ability to:

Assign, supervise, train, evaluate, and correct the work of subordinates;

Perform complex secretarial, clerical and administrative detail work involving independent judgment requiring thorough knowledge of city and department functions and municipal policies;

Take responsibility and use good judgment in the application of authority;

Prepare work schedules based on set parameters.

Plan, organize and schedule work priorities for others.

Supervise and train clerical support staff.

Prepare and conduct employee performance evaluations.

Make recommendations to Department Director related to personnel issues.

Communicate clearly and concisely, orally and in writing.

Read and interpret specific rules, and policies and apply them with good judgment in a variety of procedural situations;

Create clear and comprehensive reports, letters, and memoranda and keep complex records;

Devise or adopt office procedures in response to changing organizational needs;

Type accurately at a speed of 65 words per minute net corrected;

Interact with the City Manager, Department Directors, public agency officials, citizens, ~~business's~~ businesses and staff in a diplomatic and professional manner;

Maintain the confidentiality of privileged information;

Perform routine and complex mathematical calculations;

Operate a vehicle observing legal and defensive driving practices;

Understand and carry out oral and written instructions;

Establish and maintain effective relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Any combination of training and experience that would provide the knowledge and skills and abilities is qualifying. A typical way to obtain the knowledge and skill and abilities is:

Experience:

Five years of increasingly responsible office support experience, including public contact, detailed report writing, analytical skills, and the full range of technical and advanced administrative duties.

Education:

Possession of an Associate's Degree from a two-year accredited college, with course work in secretarial science, office management, general business, or related field.

OR

~~Must have a minimum of twenty (20) accredited college units and at time of appointment be enrolled in a two-year accredited college and obtain an Associate's Degree with course work in office management, general business, or related field within 36 months of date of appointment.~~

LICENSE AND/OR CERTIFICATES

Possession of a valid California Class C Drivers License at the time of appointment, to be maintained thereafter as a condition of continued employment.

Possession of a typing certificate verifying a typing speed of 65 words per minute net corrected.

PHYSICAL REQUIREMENTS

Performance of the important duties of this position include the following physical demands and/or working conditions: Requires the ability to exert a small amount of physical effort in sedentary to light work involving moving from one area to another; requires sufficient hand/eye coordination to perform semi-skilled repetitive movements, such as typing, filing, data entry and/or the use of commonly used office machines and supplies. Tasks require visual perception and discrimination as well as oral communications ability.

Class Established February 2012
Updated January 2022

Reviewed and approved: _____ Date: _____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A SALARY }
RANGE ADJUSTMENT FOR THE JOB }
CLASSIFICATION OF EXECUTIVE }
ADMINISTRATIVE ASSISTANT / MUNICIPAL }
SERVICES FROM CONFIDENTIAL SALARY }
RANGE 27.4 TO RANGE 29.2, EFFECTIVE }
JANUARY 11, 2022 }

RESOLUTION NO. 2022-

WHEREAS, on July 1, 2017, the Executive Administrative Assistant / Municipal Services job classification was reclassified from T.C.E.A. to Confidential Bargaining Unit, due to the nature of confidential tasks; and

WHEREAS, when the reclassification was performed, the salary range was not specified and the position was mistakenly moved into a lower salary range than similar classifications; and

WHEREAS, the Executive Administrative Assistant / Municipal Services job classification requires similar education and experience to positions in other departments in the same salary range; and

WHEREAS, the Executive Administrative Assistant / Municipal Services position job duties are comparable to the job duties of the Executive Administrative Assistant / Public Safety and the Executive Administrative Assistant / City Manager; and

WHEREAS, the salary range for the Executive Administrative Assistant / Municipal Services job classification should be adjusted to achieve equity across the Executive Administrative Assistant spectrum; and

WHEREAS, no additional funds are needed for the salary increase in the Fiscal Year 2021-22 adopted budget due to salary savings from vacancies.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve a salary range adjustment for the job classification of Executive Administrative Assistant / Municipal Services from Confidential salary range 27.4 to range 29.2.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of January, 2022, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

January 11, 2022



From: Sarah Tamey Eddy, Interim City Manager

Prepared by: Kellie E. Weaver, Interim City Clerk

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Reinstating the Executive Assistant to the City Manager/City Clerk position at salary range 35.1 and approving modifications to the job description, effective January 11, 2022

Resolution: Approving an amendment to the salary schedule of the existing management schedule of benefits and policies adopted by Resolution No. 2021-131 dated July 13, 2021 to include all approved management salaries

2. SYNOPSIS:

To adopt a Resolution reinstating the Executive Assistant to the City Manager/City Clerk position at salary range 35.1 and approving modifications to the job description, Exhibit A, effective January 11, 2022

To adopt a Resolution approving an amendment to the Salary Schedule, Exhibit B, of the existing Management Schedule of Benefits and Policies previously adopted by Resolution No. 2021-131 dated July 13, 2021, to include all updates to approved management salaries

3. DISCUSSION OF ISSUE:

A reorganization within the Office of the City Manager was approved with the Fiscal Year 2016-2017 amended budget, accommodating the scheduled retirement of the Executive Assistant to the City Manager/City Clerk in December of 2016. As part of this reorganization, this position was modified to separate the administrative duties from the City Clerk duties by creating a City Clerk position and modifying the Executive Administrative Assistant to the City Manager/Deputy City Clerk position to include administrative duties by Resolution No. 2016-232 dated September 27, 2016. The salary range for this position was modified from 37.1 to 33.1 as a result

of the removal of the administrative duties and the title change from Executive Assistant to the City Manager/City Clerk to City Clerk.

Upon the resignation of the City Clerk in June of 2021, the City attempted to fill the City Clerk position without success. Therefore, the Office of the City Manager and Human Resources evaluated the needs of the department and conducted a base salary study with the assistance of CPS HR Consulting. We found the current salary range of 33.1 falls below the average salary by about 15% and 23% below the median salary for the comparative cities agreed upon by the labor groups. As a result, Staff concluded the most effective approach is to reinstate the Executive Assistant to the City Manager/City Clerk position and assign oversight of the office staff and high-level administrative duties of the City Manager's office to this position.

As a result of these additional duties, conduction of a salary study, and the hiring climate and unsuccessful attempts to fill this position, Staff recommends setting the salary at the 35.1 range of the Management Salary Schedule for the Executive Assistant to the City Manager/City Clerk position, which would place the salary at 4% below the average and 11% below the median for the comparative cities. This range is 10% below the previous Executive Assistant to the City Manager/City Clerk position at the range of 37.1 that was filled by the individual who retired in December of 2016.

California Code of Regulations (CCR) Section 570.5 adopted August 2011 clarified the eight requirements of publicly available pay schedules which PERS uses to determine compensation earnable when calculating retirement benefits. Therefore, the proposed Management Salary Schedule is being presented to Council for consideration and approval to comply with these regulations.

4. BASIS FOR RECOMMENDATION:

The position of Executive Assistant to the City Manager/City Clerk is an integral part of the City of Turlock's successful operation. Therefore, Staff recommends reinstating this position, updating the job description (Exhibit A), and adding this position to the Management Salary Schedule at salary range 35.1 to offer a competitive salary and attract qualified candidates.

The Salary Schedule (Exhibit B) to the Management Schedule of Benefits and Policies should include all management employees covered under the adopted document in order to provide the most concise publicly available pay schedule.

5. FISCAL IMPACT / BUDGET AMENDMENT:

None by this action, as there is sufficient salary savings from the current vacancy of the City Clerk position to cover the change in salary range.

6. STAFF RECOMMENDATION:

Staff recommends approval of the modifications to the job description of the Executive Assistant to the City Manager/City Clerk and reinstating this position in the Management employee group at salary range 35.1 of the salary schedule. If Council approves this reinstatement, staff recommends removing the City Clerk position from the current Management Salary Schedule, effective January 11, 2022.

7. INTERIM CITY MANAGER'S COMMENTS:

Recommend Approval

8. ENVIRONMENTAL DETERMINATION: N/A

9. ALTERNATIVES:

- A. Do not approve the reinstatement of the Executive Assistant to the City Manager/City Clerk at salary range 35.1, modification to the job description, and removal of the City Clerk position from the Management Salary Schedule. Staff does not recommend this, as the Executive Assistant to the City Manager/City Clerk position is vital to the success of the City of Turlock and a competitive salary is necessary for recruitment of qualified candidates.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REINSTATING THE }
EXECUTIVE ASSISTANT TO THE CITY }
MANAGER/CITY CLERK POSITION AT SALARY }
RANGE 35.1 AND APPROVING MODIFICATIONS }
TO THE JOB DESCRIPTION EFFECTIVE }
JANUARY 11, 2022 }

RESOLUTION NO. 2022-

WHEREAS, the position of Executive Assistant to the City Manager/City Clerk was superseded by the position of City Clerk with the reorganization within the Office of the City Manager with the Fiscal Year 2016-2017 amended budget to accommodate the scheduled retirement of the Executive Assistant to the City Manager/City Clerk in December of 2016; and

WHEREAS, the Executive Assistant to the City Manager/City Clerk position was modified to separate the administrative duties of this job description by creating a City Clerk position by Resolution No. 2016-232 dated September 27, 2016; and

WHEREAS, the salary range was adjusted from range 37.1 to 33.1 as a result of the reorganization; and

WHEREAS, the City has been unsuccessful in filling the City Clerk position since it's vacancy in June of 2021; and

WHEREAS, Staff evaluated the needs of the department and concluded the most effective approach is to reinstate the Executive Assistant to the City Manager/City Clerk position with modifications to the job description to assign this position with oversight duties of the City Manager's administrative staff; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby reinstate the Executive Assistant to the City Manager/City Clerk position at salary range 35.1 and approve modifications to the job description, Exhibit A, effective January 11, 2022.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of January, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



EXECUTIVE ASSISTANT TO THE CITY MANAGER / CITY CLERK

DEFINITION

Under administrative direction of the City Manager, the City Clerk plans, coordinates, manages and oversees the activities and operations of the City Clerk's Office including department administration, public information, election management, and City records management; coordinates assigned activities with other City departments and outside agencies; provides administrative support to the City Manager and City Council as assigned. Assumes management responsibility for City Clerk's office services; recommends and administers policies and procedures; prepares and presents staff reports and other necessary correspondence; prepares and distributes City Council, Successor Agency to the Turlock Redevelopment Agency and Public Financing Authority agendas and minutes; attends City Council, Successor Agency to the Turlock Redevelopment Agency and Public Financing Authority meetings and records all official proceedings; plans and conducts municipal elections; serves as filing officer for the Fair Political Practices Commission; administers the City's Conflict of Interest Code; maintains the City's Municipal Code; maintains custody of official records and archives of the City; researches and prepares data for the City Council, staff members, other governmental agencies, citizens, and news media; ~~serves as the City's Public Information Officer; and~~ other related duties as assigned.

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

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the City Manager. The job incumbent provides direct supervision to subordinate level technical and clerical staff within the City Manager's office.

DISTINGUISHING CHARACTERISTICS

The City Clerk is responsible for the supervision of discrete sub-divisional organizational component(s) and programs/functions within a department as determined by the City Manager or City Council. Exercises policy interpretation and application for assigned program/functional area. The incumbent is expected to demonstrate technical competence while working as a team member and exercise independent judgment in a

number of confidential and sensitive assignments. Duties and responsibilities are performed in accordance with municipal codes, ordinances, City policy, and related regulating entities.

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

- Plan, organize, control and direct the operations and activities of the City Clerk, City Manager and City Council offices; ensure smooth, timely and efficient office operations; relieve the City Manager and City Council of administrative duties; ensure Department activities comply with established policies and regulations.
- Facilitate the development of legislative policy by attending, recording and coordinating support for City Council meetings and other administrative proceedings; take and transcribe official minutes at City Council and other administrative meetings.
- Serve as the Elections Official; coordinate resources and communications with the County to ensure smooth and efficient election activities; oversee campaign disclosure and conflict of interest filings according to State law.
- Assist in the orientation of candidates for City Council and newly elected members of the City Council.
- Perform legally required duties regarding contracts, agreements, claims, legal notices, filings, Municipal Code publishing and lawsuits.
- Administer oaths of office; oaths of allegiance; affirmations and acknowledgements; maintain custody of the City Seal.
- Processing legal claims against the City, annexations and coordinating special events.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures.
- Coordinate, oversee and participate in the preparation and maintenance of public records for the City; update official records and related documents in response to administrative resolutions concerning City policies, procedures and administrative regulations; certify official legislative documents; verify signatures and affix City seal to ordinances, resolutions, agreements, deeds, bonds and other documents as necessary; index and file City records; oversee the Records Management program.
- Supervise the performance of assigned personnel; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions.
- Coordinate the preparation of agenda packets for administrative meetings; review agenda items for compliance with legal requirements and inclusion of necessary exhibits and backup materials; edit, rewrite, or originate agenda items; coordinate changes to the agenda; supervise the distribution of agenda material to administrators, staff and other individuals and agencies.

- Serve as public relations representative for the City concerning administrative issues; respond to requests, complaints and questions from officials, staff and the public, representing the City by phone and written communication; serve as a liaison between City Council and the public; interpret plans, policies and regulation to officials, staff and the public.
- Assist in the development and administration of the budget for the City Manager, City Clerk and City Council; review and evaluate budgetary and financial data; monitor and control revenues and expenditures in accordance with established limitations.
- Research and compile a variety of information for studies and reports; conduct special research projects in response to requests from the public and other City departments; prepare and deliver oral presentations to administrators, staff and the community.
- Prepare and process legal documents and publications related to administrative actions and proceedings; oversee the codification, maintenance and distribution of the Turlock Municipal Code.
- Prepare and maintain a variety of records and reports related to administrative meetings, elections, legal documents, City policies and procedures, financial activity and assigned duties; establish and maintain filing systems.
- Coordinate and schedule various appointments and meetings; make travel arrangements; reserve facilities; prepare and ensure proper completion of reimbursement forms; maintain and coordinate administrative calendars.
- Compose correspondence independently on a variety of matters; compile and type various letters, reports, statistical data, agenda, memos, bulletins, lists and other materials as directed; prepare, format, edit and proofread written materials.
- Operate a variety of office equipment including a calculator, copier, fax machine, computer and assigned software; drive a vehicle to conduct work.
- Plan, organize and implement long and short-term programs and activities designed to enhance assigned programs and services.
- Performs research, compiles data, and conducts studies, as assigned.
- Reviews and submits bi-monthly payroll variances, for department or assigned staff.
- Provides, assists with or coordinates training to others, as needed.
- Supervises staff including provision of timely performance evaluations; recommends and implements approved discipline; provides staff development; and maintains high standards necessary for efficient, professional operations.
- Builds and maintains respectful, positive working relationships with staff, supervisors, outside agencies and the public using principles of good customer service; provides effective conflict resolution, as needed.

- Models appropriate professional supervisory conduct; maintains appropriate confidentiality of sensitive information; complies with and supports City policies and procedures, labor laws, and MOU provisions.
- Attends assigned meetings and training; interacts with outside agencies and commissions; participates in teams, or committees, as needed.
- Ensures staff works in a safe manner; follows safety requirements; monitors and ensures compliance with regulations and other legal requirements.
- Performs other duties, as assigned.

QUALIFICATIONS

Knowledge of:

- Political Reform Act, Brown Act, Maddy Act, Public Records Act, and the California Elections Code.
- Fair Political Practices Commission requirements for Statement of Conflicts of Interest and Campaign Disclosure documents.
- Records-management principles and practices including legal requirements for records retention and disclosure.
- Municipal structure and organization in a Mayor-Council/City Manager form of government.
- Required training and certification requirements related to assigned program area.
- Technical and operational aspects of assigned function or program area.
- Statistical methods and principles.
- Modern office procedures and methods including computer equipment, word processing, spread sheet, data base, graphic presentations and other needed specialized software applications, and internet and electronic communication usage and methods.
- Principles of financial record keeping and reporting; auditing; technical report writing and grant writing.
- Budgeting procedures and techniques.
- Principles and practices of supervision, staff selection, training and personnel management.
- Principles of effective record, file and archival management related to area of assignment.
- Principles of effective time management.
- Safe work practices and related regulations.

- Principles of conflict resolution and excellent customer service.
- Provisions, principles and practices of municipal structure and organization.
- Applicable federal, state and local laws, regulations and guidelines.
- Principles and practices of modern municipal management and administration.

Ability to:

- Oversee contracts and legal agreements for requirements and compliance.
- Understand and comply with complex state and federal regulations, laws, codes, policies as related to assigned program area.
- Perform research; compile and analyze data and prepare technical reports.
- Understand City processes and procedures and specific requirements of assigned program area.
- Diagnose and troubleshoot complex problems and provide and coordinate appropriate solutions.
- Work with and control sensitive and confidential information and ensure security for assigned program area.
- Create and maintain accurate and detailed record keeping systems.
- Facilitate and coordinate meetings or training.
- Develop and implement policies and procedures.
- Estimate, track and project revenues and expenditures.
- Plan, initiate, manage and complete complex and multiple simultaneous work assignments or projects with a minimum of direction.
- Research and write complex loan, grant and program documents and monitor processes, as assigned.
- Work irregular hours, which may include late night meetings.
- Lead, manage, evaluate and train personnel effectively and maintain discipline.
- Organize, implement and supervise assigned program goals and City objectives.
- Use computer and needed programs in a highly effective manner.
- Organize, analyze, manage and implement a variety of programs.
- Prepare, forecast and administer a budget.
- Establish and maintain respectful, effective and cooperative working relationships with those contacted in the course of work.
- Communicate effectively, orally, electronically and in writing.

EXPERIENCE AND EDUCATION

Experience:

Five years of increasingly responsible complex administrative and supervisory experience in a municipal City Clerk's office. Technical, administrative or analytical experience in a public agency in related function areas or any experience that would have provided the opportunity to develop the required skills, knowledge and abilities.

Education and Training:

Equivalent to a Bachelor's degree from an accredited college or university with significant course work in the areas of Business Administration, Public Administration, or related fields.

LICENSE AND/OR CERTIFICATE

Certification or ability to be a Notary Public is required. Possession of a valid California Driver's License in the category necessary to perform essential duties of the position may be required at the time of appointment. Maintenance of a valid California Driver's license and proof of automobile liability insurance is a condition of continued employment.

DESIREABLE QUALIFICATIONS

Ability to obtain certification by the International Institute of Municipal Clerks as a Certified Municipal Clerk (CMC) is highly desirable.

PHYSICAL REQUIREMENTS

Vision adequate to operate vehicles and office equipment, read instructions and follow directions; hearing adequate to converse on telephone and in person; body mobility adequate to drive and perform required office duties including reaching and bending for files and related office items; use of hands and fingers adequate for operating vehicles, writing, typing, computer, copier, and fax machine and related functions; ability to lift office files, binders and small office equipment, as needed.

Reviewed and Approved:

Personnel Officer

Date

November 2006 January 2022

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN	}	RESOLUTION NO. 2022-
AMENDMENT TO THE SALARY SCHEDULE	}	
OF THE EXISTING MANAGEMENT SCHEDULE	}	
OF BENEFITS AND POLICIES ADOPTED BY	}	
RESOLUTION NO. 2021-131 DATED JULY 13,	}	
2021 TO INCLUDE ALL APPROVED	}	
MANAGEMENT SALARIES	}	

WHEREAS, the current Management Schedule of Benefits and Policies was last amended by Resolution No. 2021-131, on July 13, 2021, to include all previously approved management salaries; and

WHEREAS, modifications have been made to add the Executive Assistant to the City Manager/City Clerk at salary range 35.1 and remove the City Clerk position; and

WHEREAS, the California Code of Regulations (CCR) Section 570.5 adopted August 11, 2011 clarified the eight requirements of publicly available pay schedules which P.E.R.S. utilizes to determine compensation earnable for the calculation of retirement benefits; and

WHEREAS, the best practice is to update the schedule of all management employees that are covered under the existing Management Schedule of Benefits and Policies.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby amend Exhibit B – Salary Schedule of the existing Management Schedule of Benefits and Policies adopted by Resolution No. 2021-131, dated July 13, 2021, to include all approved management salaries.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of January, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

MANAGEMENT SALARY SCHEDULE FY 2021-2022

EXHIBIT B

	Range	Step 1	Step 1	Step 3	Step 4	Step 5
HUMAN RESOURCE ANALYST SR.	27.7	6,648	6,981	7,329	7,696	8,081
ADMINISTRATIVE ANALYST	29.1	7,113	7,469	7,843	8,235	8,647
COMM HOUSING PROGRAM SUPV	30.1	7,469	7,843	8,235	8,647	9,079
PARKS/REC/PUBLIC FAC. SUPT.	30.1	7,469	7,843	8,235	8,647	9,079
CITY CLERK	33.1	8,647	9,079	9,533	10,010	10,510
BUILDING OFFICIAL, CHIEF	34.1	9,079	9,533	10,010	10,510	11,036
CIVIL ENGINEER, PRINCIPAL	34.1	9,079	9,533	10,010	10,510	11,036
DEV SUP/CITY SURVEY	34.1	9,079	9,533	10,010	10,510	11,036
PLANNING MANAGER	34.1	9,079	9,533	10,010	10,510	11,036
REGULATORY AFFAIRS MGR	34.1	9,079	9,533	10,010	10,510	11,036
ROADS PROGRAM MANAGER	34.1	9,079	9,533	10,010	10,510	11,036
TRANSIT MANAGER	34.1	9,079	9,533	10,010	10,510	11,036
UTILITIES MANAGER	34.1	9,079	9,533	10,010	10,510	11,036
WQC DIVISION MGR	34.1	9,079	9,533	10,010	10,510	11,036
INFO TECH MANAGER	34.4	9,216	9,677	10,161	10,669	11,202
ACCOUNTANT, PRINCIPAL	35.1	9,533	10,010	10,510	11,036	11,588
PARKS, REC & PUB FAC MGR	35.1	9,533	10,010	10,510	11,036	11,588
HUMAN RESOURCES MANAGER	35.1	9,533	10,010	10,510	11,036	11,588
EXECUTIVE ASST TO CM/CITY CLERK	35.1	9,533	10,010	10,510	11,036	11,588
ASST TO CM ECON DEV / COMM HOUSING	35.6	9,774	10,263	10,776	11,314	11,881
MUNICIPAL SERVICES DEPUTY DIR	36.1	10,010	10,510	11,036	11,588	12,168
DEP DEV SERV DIR/PLANNING	36.1	10,010	10,510	11,036	11,588	12,168
CITY MANAGER, ASSISTANT	38.1	11,036	11,588	12,168	12,776	13,415
ADMINISTRATIVE SERVICES DIR	39.1	11,588	12,168	12,776	13,415	14,085
DEV SERV DIR/CITY ENG	39.1	11,588	12,168	12,776	13,415	14,085
FINANCE DIRECTOR	39.1	11,588	12,168	12,776	13,415	14,085
MUNICIPAL SERVICES DIR	39.1	11,588	12,168	12,776	13,415	14,085
PARKS, REC, PUBLIC FAC DIR	39.1	11,588	12,168	12,776	13,415	14,085
FIRE CHIEF	41.1	12,776	13,415	14,085	14,790	15,529
POLICE CHIEF	42.1	13,415	14,085	14,790	15,529	16,306
CITY MANAGER	44.3	14,938	15,685	16,470	17,293	18,157

EFFECTIVE 7/1/21

MANAGEMENT SALARY SCHEDULE FY 2022-2023

EXHIBIT B

	Range	Step 1	Step 1	Step 3	Step 4	Step 5
HUMAN RESOURCE ANALYST SR.	27.7	6,914	7,260	7,624	8,005	8,406
ADMINISTRATIVE ANALYST	29.1	7,399	7,769	8,158	8,566	8,994
COMM HOUSING PROGRAM SUPV	30.1	7,769	8,158	8,566	8,994	9,443
PARKS/REC/PUBLIC FAC. SUPT.	30.1	7,769	8,158	8,566	8,994	9,443
CITY CLERK	33.1	8,994	9,443	9,915	10,411	10,931
BUILDING OFFICIAL, CHIEF	34.1	9,443	9,915	10,411	10,931	11,478
CIVIL ENGINEER, PRINCIPAL	34.1	9,443	9,915	10,411	10,931	11,478
DEV SUP/CITY SURVEY	34.1	9,443	9,915	10,411	10,931	11,478
PLANNING MANAGER	34.1	9,443	9,915	10,411	10,931	11,478
REGULATORY AFFAIRS MGR	34.1	9,443	9,915	10,411	10,931	11,478
ROADS PROGRAM MANAGER	34.1	9,443	9,915	10,411	10,931	11,478
TRANSIT MANAGER	34.1	9,443	9,915	10,411	10,931	11,478
UTILITIES MANAGER	34.1	9,443	9,915	10,411	10,931	11,478
WQC DIVISION MGR	34.1	9,443	9,915	10,411	10,931	11,478
INFO TECH MANAGER	34.4	9,585	10,065	10,568	11,096	11,651
ACCOUNTANT, PRINCIPAL	35.1	9,915	10,411	10,931	11,478	12,052
PARKS, REC & PUB FAC MGR	35.1	9,915	10,411	10,931	11,478	12,052
HUMAN RESOURCES MANAGER	35.1	9,915	10,411	10,931	11,478	12,052
EXECUTIVE ASST TO CM/CITY CLERK	35.1	9,915	10,411	10,931	11,478	12,052
ASST TO CM ECON DEV / COMM HOUSING	35.6	10,166	10,674	11,207	11,768	12,356
MUNICIPAL SERVICES DEPUTY DIR	36.1	10,411	10,931	11,478	12,052	12,655
DEP DEV SERV DIR/PLANNING	36.1	10,411	10,931	11,478	12,052	12,655
CITY MANAGER, ASSISTANT	38.1	11,478	12,052	12,655	13,288	13,952
ADMINISTRATIVE SERVICES DIR	39.1	12,052	12,655	13,288	13,952	14,650
DEV SERV DIR/CITY ENG	39.1	12,052	12,655	13,288	13,952	14,650
FINANCE DIRECTOR	39.1	12,052	12,655	13,288	13,952	14,650
MUNICIPAL SERVICES DIR	39.1	12,052	12,655	13,288	13,952	14,650
PARKS, REC, PUBLIC FAC DIR	39.1	12,052	12,655	13,288	13,952	14,650
FIRE CHIEF	41.1	13,288	13,952	14,650	15,383	16,151
POLICE CHIEF	42.1	13,952	14,650	15,383	16,151	16,959
CITY MANAGER	44.3	15,537	16,313	17,129	17,986	18,885

EFFECTIVE 7/1/22

MANAGEMENT SALARY SCHEDULE 2023-2024

EXHIBIT B

	Range	Step 1	Step 1	Step 3	Step 4	Step 5
HUMAN RESOURCE ANALYST SR.	27.7	7,191	7,550	7,927	8,324	8,740
ADMINISTRATIVE ANALYST	29.1	7,694	8,079	8,483	8,907	9,353
COMM HOUSING PROGRAM SUPV	30.1	8,079	8,483	8,907	9,353	9,820
PARKS/REC/PUBLIC FAC. SUPT.	30.1	8,079	8,483	8,907	9,353	9,820
CITY CLERK	33.1	9,353	9,820	10,311	10,827	11,369
BUILDING OFFICIAL, CHIEF	34.1	9,820	10,311	10,827	11,369	11,937
CIVIL ENGINEER, PRINCIPAL	34.1	9,820	10,311	10,827	11,369	11,937
DEV SUP/CITY SURVEY	34.1	9,820	10,311	10,827	11,369	11,937
PLANNING MANAGER	34.1	9,820	10,311	10,827	11,369	11,937
REGULATORY AFFAIRS MGR	34.1	9,820	10,311	10,827	11,369	11,937
ROADS PROGRAM MANAGER	34.1	9,820	10,311	10,827	11,369	11,937
TRANSIT MANAGER	34.1	9,820	10,311	10,827	11,369	11,937
UTILITIES MANAGER	34.1	9,820	10,311	10,827	11,369	11,937
WQC DIVISION MGR	34.1	9,820	10,311	10,827	11,369	11,937
INFO TECH MANAGER	34.4	9,968	10,467	10,990	11,540	12,117
ACCOUNTANT, PRINCIPAL	35.1	10,311	10,827	11,369	11,937	12,534
PARKS, REC & PUB FAC MGR	35.1	10,311	10,827	11,369	11,937	12,534
HUMAN RESOURCES MANAGER	35.1	10,311	10,827	11,369	11,937	12,534
EXECUTIVE ASST TO CM/CITY CLERK	35.1	10,311	10,827	11,369	11,937	12,534
ASST TO CM ECON DEV / COMM HOUSING	35.6	10,572	11,100	11,656	12,239	12,851
MUNICIPAL SERVICES DEPUTY DIR	36.1	10,827	11,369	11,937	12,534	13,161
DEP DEV SERV DIR/PLANNING	36.1	10,827	11,369	11,937	12,534	13,161
CITY MANAGER, ASSISTANT	38.1	11,937	12,534	13,161	13,820	14,511
ADMINISTRATIVE SERVICES DIR	39.1	12,534	13,161	13,820	14,511	15,237
DEV SERV DIR/CITY ENG	39.1	12,534	13,161	13,820	14,511	15,237
FINANCE DIRECTOR	39.1	12,534	13,161	13,820	14,511	15,237
MUNICIPAL SERVICES DIR	39.1	12,534	13,161	13,820	14,511	15,237
PARKS, REC, PUBLIC FAC DIR	39.1	12,534	13,161	13,820	14,511	15,237
FIRE CHIEF	41.1	13,820	14,511	15,237	15,999	16,799
POLICE CHIEF	42.1	14,511	15,237	15,999	16,799	17,639
CITY MANAGER	44.3	16,159	16,967	17,816	18,707	19,642

EFFECTIVE 7/1/23

City Council Staff Report

January 11, 2022



From: Sarah Tamey Eddy, Interim City Manager
Prepared by: Lisa Schimmelfennig, Deputy City Clerk
Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Reaffirming the Director of Emergency Services Proclamation of Existence of a Local Emergency in response to COVID-19

2. SYNOPSIS:

Reaffirming the Director of Emergency Services Proclamation of Existence of a Local Emergency.

3. DISCUSSION OF ISSUE:

A novel coronavirus ("COVID-19") was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19, an infectious disease caused by the novel coronavirus, include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and in some cases, death. On March 11, 2020, the World Health Organization ("WHO") officially classified COVID-19 as a pandemic.

On January 31, 2020, the United States Health and Human Services Secretary Alex Azar declared a public emergency for COVID-19 beginning on January 27, 2020. On March 4, 2020, the Governor of the State of California, declared a state of emergency in the State of California (the "State") due to the number of confirmed cases of COVID-19 in the State.

On March 13, 2020, the President of the United States, declared a national emergency in response to the rapid spread of COVID-19 across the Country.

The transmission of COVID-19 has occurred at an accelerated pace since its introduction into the United States. With the rate of transmission only increasing, it is imperative that local jurisdictions do everything in their power to prepare for, respond to, mitigate, and recover from COVID-19.

Section 4-2-105 of the Turlock Municipal Code empowers the Director of Emergency Services (the "Director") 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.

On March 17, 2020, the Director issued a Proclamation of Existence of a Local Emergency, which was ratified by the City of Turlock City Council ("City Council") on March 24, 2020, and reaffirmed by the City Council on April 28, 2020, May 26, 2020, June 23, 2020, July 28, 2020, August 25, 2020, September 22, 2020, October 27, 2020, November 10, 2020, December 8, 2020, January 12, 2021, February 9, 2021, March 9, 2021, April 13, 2021, May 11, 2021, June 22, 2021, July 27, 2021, August 24, 2021, September 28, 2021, October 12, 2021, November 9, 2021, and December 14, 2021.

Positive cases continue to increase and mitigation measures are still needed. Neither the Governor of the State of California nor the Stanislaus County Public Health Official has rescinded their emergency declaration. Therefore, due to the ongoing state of COVID-19, staff recommends Council reaffirm the emergency declaration.

4. BASIS FOR RECOMMENDATION:

- A. Pursuant to the City of Turlock Emergency Operations Plan ("EOP"), 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. Until a recent revision to the EOP, the review period was at least once every 30 days. The 60-day time period still allows review more often if needed. Because the City Council has reviewed the COVID-19 local emergency at least every 30 days since its inception and Health & Safety Code Section 101080 requires review every 30 days for similar emergencies, it is recommended the City Council reaffirm the local emergency for COVID-19 at least every 30 days.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Adoption of the Resolution reaffirming the Proclamation of Existence of a Local Emergency in response to COVID-19 will allow the City to be eligible for State and federal funds. Both the State and federal government set aside money specifically for local emergencies. Under section 8685 of the Government Code, a local emergency must be declared in order to obtain monetary relief from both State and federal agencies.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. 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 30 days and due to the ongoing state of COVID-19, the local emergency still exists.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF REAFFIRMING THE
DIRECTOR OF EMERGENCY SERVICES
PROCLAMATION OF EXISTENCE OF A
LOCAL EMERGENCY IN RESPONSE
TO COVID-19**

}
}
}
}
}
}

RESOLUTION NO. 2021-

WHEREAS, a novel coronavirus ("COVID-19") was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19, an infectious disease caused by the novel coronavirus, include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and in some cases, death. On March 11, 2020, the World Health Organization ("WHO") officially classified COVID-19 as a pandemic; and

WHEREAS, conditions or threatened conditions caused by the novel coronavirus ("COVID-19") including, but not limited to, potential isolation and quarantines of residents, employees, businesses, and public safety workers, give rise to conditions of extreme peril to the safety of persons and property within the City; and

WHEREAS, the transmission of COVID-19 has occurred at an accelerated pace since its introduction into the United States. With the rate of transmission only increasing, it is imperative that local jurisdictions do everything in their power to prepare for, respond to, mitigate, and recover from COVID-19; and

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

WHEREAS, on March 17, 2020, the Director proclaimed the existence of a local emergency in the City based on conditions or threatened conditions caused by COVID-19 (EXHIBIT A), which was ratified by the City of Turlock City Council ("City Council") on March 24, 2020 and reaffirmed by the City Council on April 28, 2020, May 26, 2020, June 23, 2020, July 28, 2020, August 25, 2020, September 22, 2020, October 27, 2020, November 10, 2020, December 8, 2020, January 12, 2021, February 9, 2021, March 9, 2021, April 13, 2021, May 11, 2021, June 22, 2021, July 27, 2021, August 24, 2021, September 28, 2021, October 12, 2021, and November 9, 2021; and

WHEREAS, pursuant to the City of Turlock Emergency Operations Plan, the governing body shall review the need for continuing the local emergency at regularly scheduled board meetings (City Council) at least once every 60 days, and allows for review at more frequent periods such as every 30 days, until the governing body terminates the local emergency; and

WHEREAS, COVID-19 continues to present conditions of extreme peril to the safety of persons and property within the City; therefore, necessitating the continuance of the local emergency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby reaffirm the Director of Emergency Services Proclamation of Existence of a Local Emergency in response to COVID-19.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of January, 2022, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

EXHIBIT A

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 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, the Centers for Disease Control and Prevention (the "C.D.C.") considers the novel coronavirus ("COVID-19") to be a very serious public health threat with outcomes ranging from mild sickness to severe illness and death; and

WHEREAS, COVID-19 is easily transmissible from person to person and has spread globally to approximately one hundred eighteen (118) countries, infected more than one hundred twenty-five thousand (125,000) people, and killed more than four thousand (4,000) people as of March 12, 2020, according to the World Health Organization (the "WHO"); and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services Secretary declared a public emergency for COVID-19 beginning on January 27, 2020; and

WHEREAS, on March 4, 2020, the Governor of the State of California (the "Governor"), declared a state of emergency in the State of California (the "State") due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 11, 2020, the WHO characterized COVID-19 as a pandemic; and

WHEREAS, on March 11, 2020, the Governor announced that State public health officials have determined that gatherings of more than two hundred fifty (250) people should be postponed or canceled across the State until at least the end of March; and

WHEREAS, as of March 12, 2020, there are two (2) cases of COVID-19 in the County of Stanislaus (the "County"), including an assumed case of community transmission; and

WHEREAS, on March 12, 2020, the County Health Officer issued a Countywide moratorium on mass gatherings of one thousand (1,000) or more persons until March 31, 2020 to mitigate the spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency due to COVID-19; and

WHEREAS, the health, safety, and welfare of City residents, businesses, visitors, and staff are of utmost importance to the City, and additional future measures may be needed to protect the community; and

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

WHEREAS, existing conditions related to COVID-19 constitute an emergency as defined in Turlock Municipal Code Section 4-2-102; and

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

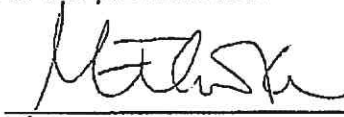
- The efforts required to prepare for, respond to, mitigate, and recover from the increasing spread of COVID-19 have imposed, and will continue to impose, extraordinary requirements and expenses on the City, requiring diversion from day-to-day operations; and
- In addition to the above facts, conditions or threatened conditions caused by COVID-19 including, but not limited to, potential isolation and quarantines of residents, employees, businesses, and public safety workers, give rise to conditions of extreme peril to the safety of persons and property within the City; and
- These conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of the City; and
- The City may request any available funding from the California Disaster Assistance Act, the Small Business Administration, or any other funding available as a result of this proclamation of local emergency; 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 throughout the City due to COVID-19.

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.

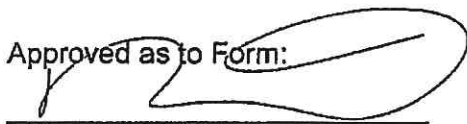
IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall expire unless ratified by the City Council within 7 days of this proclamation.

Dated: March 17, 2020



Michael I. Cooke,
Director of Emergency Services / Interim City Manager

Approved as to Form:



Douglas L. White,
City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE ZONING }
MAP OF THE CITY OF TURLOCK, CALIFORNIA, }
ATTACHED TO TITLE 9 OF THE TURLOCK }
MUNICIPAL CODE [REZONE 2021-01 PLANNED }
DEVELOPMENT 280 (BALISHA RANCH)] }

ORDINANCE NO. -CS

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

SECTION 1. ENVIRONMENTAL DETERMINATION. The City Council finds that the report or declaration reflects the independent judgement of the lead agency and that the project will not have a significant effect on the environmental and hereby adopts the Mitigate Negative Declaration and directs that a Notice of Determination be filed.

SECTION 2. ZONING CHANGE. The Zoning Map of the City of Turlock is hereby amended to rezone the following described property from Estate Residential (R-E) to Planned Development No. 280, under the provisions of Title 9 of the Turlock Municipal Code, and said real property shall hereafter be subject to the provisions and regulations of this Chapter relating to property located within such Districts. Said property is described as follows:

At that portion of Lot 71 of the Elmwood Colony, according to the official map thereof, filed in the office of the County recorder of Stanislaus County, California on April 11, 1905 in Volume 2 of maps at page 13, described by metes and bounds as follows:

Beginning at a point in the north line of said lot 71 of said Elmwood Colony, distant thereon Easterly 295.66 feet from the Northwest corner of said lot 71, said Northwest corner being located at the intersection of the center line of the avenue bordering on the North line of said lot and the West line of said lot 71; Thence East along the North line of said lot 71, a distance of 656.9 fee; thence South and parallel with the West line of said lot 71, a distance of 1326.53 feet, to the South line of said lot 71; Thence West along said South line 656.9 feet; Thence North and parallel with the West line of said lot 71, a distance of 1326.29 feet, to the point of beginning; excepting Parcel A and Parcel B as identified on tentative parcel map 21-04.

SECTION 3. ZONING MAP. The Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code is amended to appear as set forth on the map attached hereto (Exhibit A), which is hereby made a part of this ordinance by reference.

SECTION 4. VALIDITY. If any section, subsection, sentence, clause, word, or phrase, of this ordinance is held to be unconstitutional or other wise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 5. ENACTMENT. This ordinance shall become effective and be in full force on and after thirty (30) days of its passage and adoption. Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of December, 2021, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

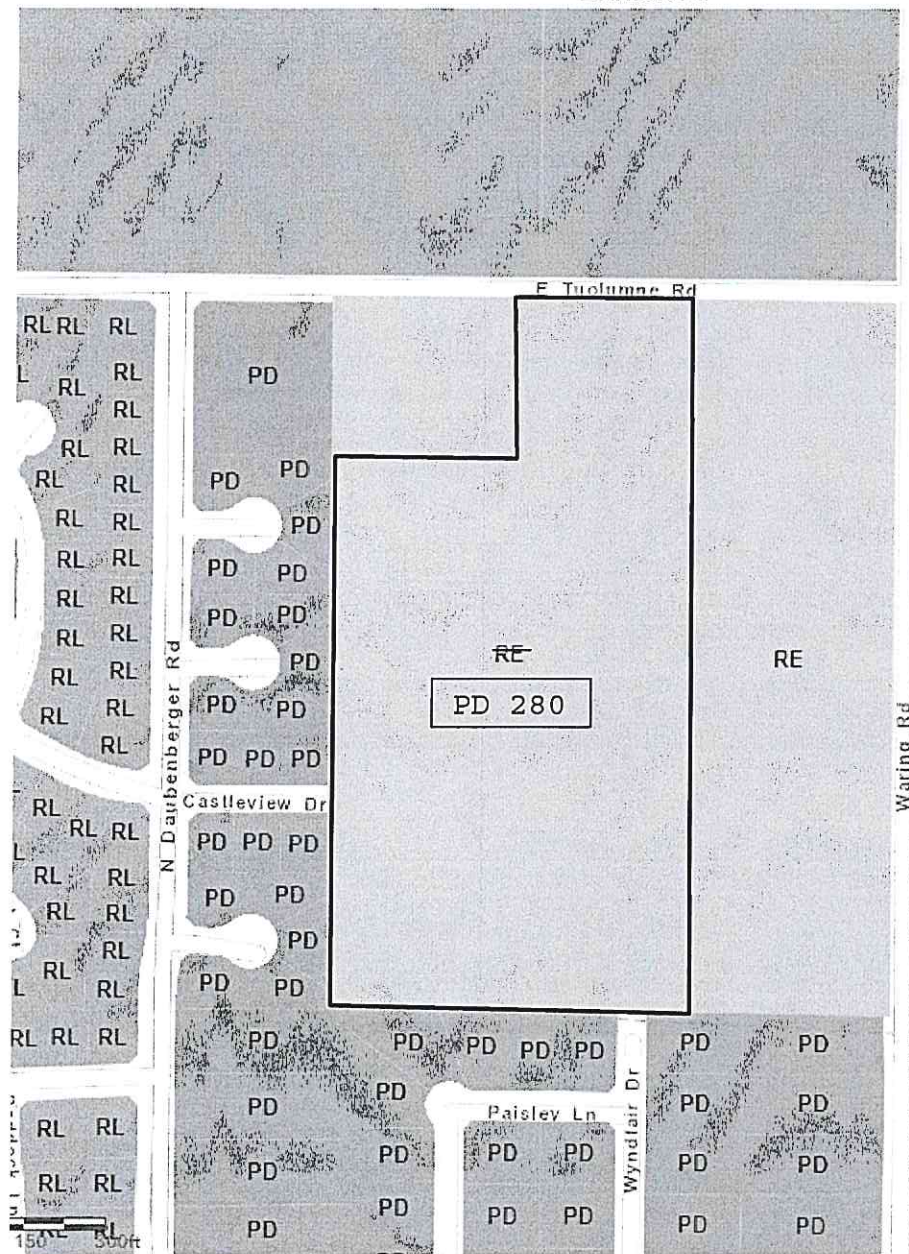
Signed and approved this _____ day of January 11, 2022.

Amy Bublak, Mayor

ATTEST:

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

Exhibit A



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ESTABLISHING
CONDITIONS OF APPROVAL FOR
PLANNED DEVELOPMENT 280
(BALISHA RANCH)

}
}
}
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}

RESOLUTION NO. 2021-

WHEREAS, Woodward Partners LLC has submitted an application to rezone one approximately 17.4-acre parcel zoned Very Low Density Residential within the East Tuolumne Master Plan to Planned Development 280 to allow for the development a 50 - lot single family residential subdivision; and

WHEREAS, the Planned Development would allow for deviations from the minimum lot size, lot dimensions, and setback development standards for the Very Low-Density Residential zoning district required in the East Tuolumne Master Plan; and

WHEREAS, the project will be developed generally in accordance with all other standards established for the Very Low Density Residential (R-E) zoning district; and

WHEREAS, typical lot sizes will range from 7,500 square feet to 14,935 square feet; and

WHEREAS, the property affected by this Resolution is 2930 E. Tuolumne Road, more particularly described as Stanislaus County Assessor's Parcel Number 073-016-006; and

WHEREAS, said applications have been studied by City Staff and recommendations made to the Planning Commission; and

WHEREAS, the Planning Commission considered the request on September 2, 2021, and recommended that the proposed amendment to the official City of Turlock Zoning Map and establishment of Planned Community Development District No. 280 [PD-280 (Rezone 2021-01)] be authorized by the City Council; and

WHEREAS, on October 12, 2021, the City Council considered the request, the Planning Commission recommendation, and the Environmental Review documentation and testimony and found that Rezone No. 2021-01, and Planned Community Development District No. 280 (PD-280) will not have a significant adverse impact upon the environment and directed that a Notice of Determination for a Mitigated Negative Declaration be filed; and

WHEREAS, the City Council held a public hearing on October 12, 2021, and considered the public testimony before introducing the ordinance amending the zoning map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code for Rezone 2021-01 (Balisha Ranch); and

WHEREAS, a second reading of the ordinance occurred on October 26, 2021 at a public noticed meeting, the Turlock City Council voted to enact the ordinance amending the zoning map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code for Rezone 2021-01 (PD 280) (Balisha Ranch).

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

Section 1. The City Council adopts a Mitigated Negative Declaration of Environmental Effect and Mitigation Monitoring and Reporting Program, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.
3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
4. There is no substantial evidence before the lead agency that that the subsequent project, as revised, may have a significant effect on the environment.
5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 2012-156. As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 2012-156), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.
7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
 - a. There are no substantial changes that have occurred with respect to the circumstances under which the General Plan EIR was certified, and
 - b. There is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

Section 2. That the City Council of the City of Turlock does hereby approve the development of Planned Community Development District No. 280 (PD-280), in accordance with the plan filed as part of the Planning Commission consideration, referred to above, and which is on file in the office of the Turlock Planning Division. The following conditions shall apply, as well as compliance with all applicable codes and ordinances and shall be complied with prior to issuance of Certificate of Occupancy, or its equivalent, unless otherwise stipulated:

CONDITIONS FOR PLANNED DEVELOPMENT DISTRICT NO. 280 (PD-280)

1. This approval authorizes the rezoning of approximately 17.4 acres from Very Low Density Residential to Planned Development 280 to allow for the development a 50-lot single family residential subdivision.
2. All development on the property shall be subject to the conditions set forth in Vesting Tentative Subdivision Map 2021-02, and all conditions therein
3. Planned Development 280 authorizes the development of 50 residential lots generally in conformance with the standards of the R-E zoning district as contained in the East Tuolumne Master Plan and Turlock Municipal Code § 9-3-200ART, unless otherwise stated herein.
4. The houses built on lots 39 and 40 shall be limited to single-story homes only, two-story homes are not permitted.
5. The subdivision shall be developed in accordance with the vesting tentative subdivision map submitted as part of the application for this project, except as may be amended herein:

Exceptions to the minimum lot sizes are as follows:

Lots 1-6:	12,000 square feet
Lots 7-15, 22-32:	8,600 square feet
Lots 16-21:	8,000 square feet
Lots 33-37:	7,500 square feet
Lots 38-50:	11,000 square feet

Development Standards for all lots

Minimum Lot Width	70' minimum
Cul-De-Sac Minimum Frontage	40' minimum
Corner Yard Setbacks:	
Living Space (1 st Story)	20' minimum
Living Space (2 nd Story)	25' minimum
Garage	25' minimum

Development Standards for lots 7 through 39

Front Yard Setbacks:	
Porch	15' minimum
Living Space (1 st Story)	20' minimum
Living Space (2 nd Story)	25' minimum
Garage	25' minimum

6. If Parcel B does not become part of an adjacent parcel then Parcel B shall be landscape. Parcel B does not meet the minimum residential lot requirements and cannot be developed with any structures.
7. All mitigation measures contained in the Initial Study prepared for the proposed project are hereby made conditions of approval for Rezone 2021-01 and Planned Development 280.
8. The applicant shall install traffic control measures as identified on Attachment #1. Traffic control shall be reviewed and approved by the City Engineer and Fire Marshall.
9. The extension of Wyndfair Drive shall not be opened prior to the construction start of construction of the homes on Castlevue Drive or when deemed necessary by the Fire Marshall to limit construction traffic from using Wyndfair Drive to access the site during construction.

Section 3. That said Rezoning is hereby approved subject to compliance with all applicable codes and ordinances, and subject to the terms and conditions set forth herein.

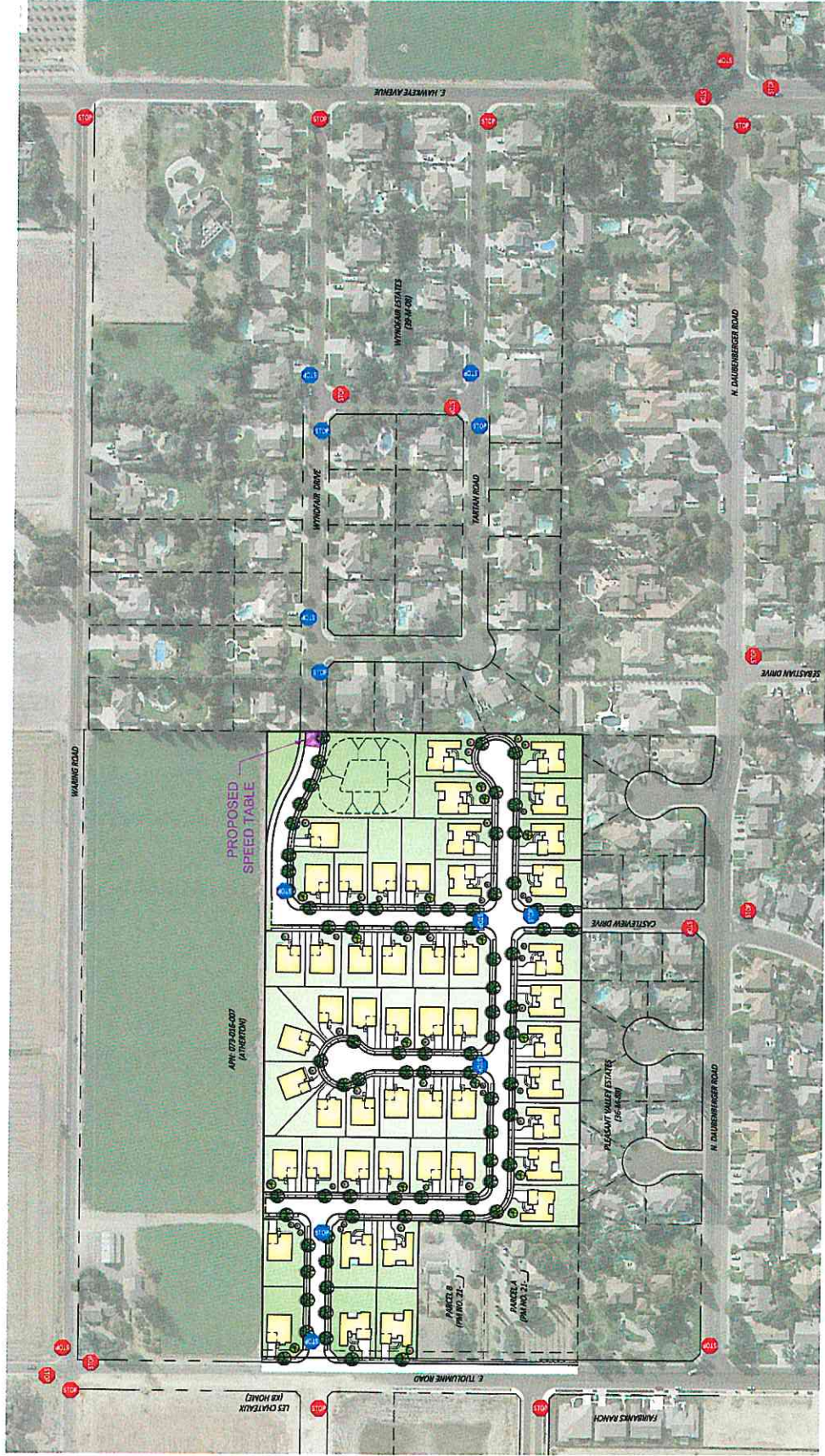
Section 4. The Director of Development Services, or designee, is hereby directed to record this Resolution at the office of the County Recorder of the County of Stanislaus.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of January, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



EXISTING STOP SIGN	PROPOSED STOP SIGN	PROPOSED SPEED TABLE
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BALISHA RANCH
CITY OF TURLOCK, STANISLAUS COUNTY, CALIFORNIA

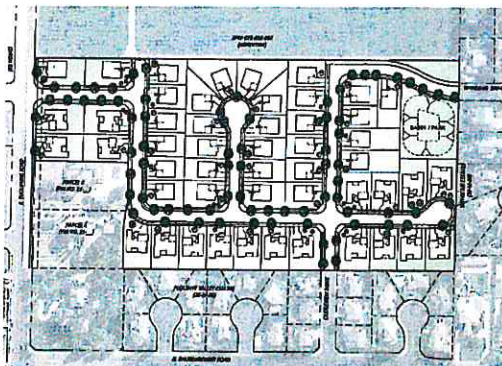
130 JULIA LOOP - DANVILLE, CA 94582
925.393.2811 - COLTALVERN@GMAIL.COM

January 3, 2022

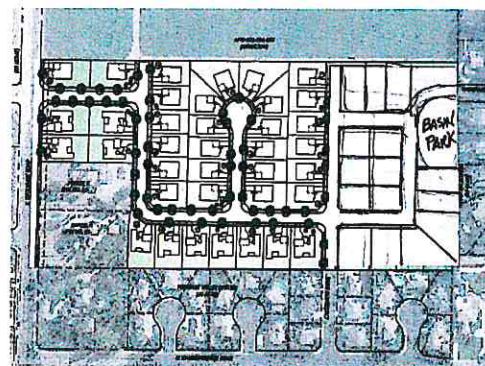
Happy New Year,

We met with you at the City Council Meeting on November 9th, with our concerns regarding the proposed Balisha Ranch development. The design now shows 50 homes with Wyndfair Drive going from Balisha Ranch into the Canterbury neighborhood. This proposal will obviously bring additional traffic to Canterbury neighborhood. At the meeting, we requested that Wyndfair Drive be limited to a pedestrian/bike passage only, and restrict all vehicular traffic. The Council seemed to be agreeable to our request, until the Fire Marshall explained the necessity for fire trucks to have the ability to turn around (a bulbous end to the road), or the road continuing to another exit.

We are asking that the developers adjust the road design to have Castleview Drive enter the Balisha Ranch neighborhood from Daubenberger Road, then at the Basin Park, continue West to join the main North-South road. Making this adjustment would satisfy the Fire Department requirement, and would maintain the safety and security of both the Canterbury neighborhood, and the new Balisha Ranch neighborhood, by limiting the amount of through traffic between developments.



Current Design



Possible Redesign?

We realize this would involve a rework of the plan, but according to the developer, could be done and could perhaps, even allow for an additional home site, making it a win-win for the developer, the city and the residents of both neighborhoods.

The developers will comply with the instructions of the City Council. We ask the City Council to modify the plan for Balisha Ranch and leave Wyndfair Drive as a pedestrian and bike path only to preserve the character and community of each neighborhood, and to keep our neighborhood as safe and secure as we have enjoyed for the last 20 years.

Respectfully,

Canterbury Estates Homeowners and Residents

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REPEALING TURLOCK	}	ORDINANCE NO. -CS
MUNICIPAL CODE TITLE 6, CHAPTER 3,	}	
REGARDING GARBAGE, RUBBISH, AND	}	
ORGANIC REFUSE IN ITS ENTIRETY, AND	}	
ADDING A NEW TITLE 6, CHAPTER 3,	}	
REGARDING GARBAGE, RECYCLABLE	}	
MATERIALS, AND ORGANIC WASTE TO	}	
INCORPORATE CHANGES RELATED TO	}	
UPCOMING SB 1383 STATE MANDATED	}	
REQUIREMENTS	}	

WHEREAS, The Short-Lived Climate Pollutant Reduction Act (Senate Bill 1383 or SB 1383) has the immediate goal of reducing organic waste sent to landfill and the ultimate objective of reaching statewide methane emissions reduction targets to reduce greenhouses gases and to increase edible food recovery to reduce human food insecurity; and

WHEREAS, the City of Turlock is required adopt and enforce an ordinance (or other enforceable mechanism) to implement relevant provisions of SB 1383 by January 1, 2022, that is applicable to residents and businesses generating or processing solid waste; and

WHEREAS, repealing Turlock Municipal Code Title 6, Chapter 3, regarding Garbage, Rubbish, and Organic Refuse and adding a new Turlock Municipal Code Title 6, Chapter 3, regarding Garbage, Recyclable Materials, and Organic Waste will ensure compliance with upcoming SB 1383 state mandated requirements.

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

SECTION 1. REPEALED: Title 6, Chapter 3, is hereby repealed in its entirety.

SECTION 2. ADDITION: Title 6, Chapter 3, is hereby added as follows:

Chapter 6-3

GARBAGE, RECYCLABLE MATERIALS AND ORGANIC WASTE

6-3-01 Declaration of purpose and intent.

The City, in making adequate provision in this article of this chapter for the handling of solid waste, is doing so as a subdivision of the State and after being authorized and required to do so as a part of the State's comprehensive program for solid waste management and resource recovery and for the preservation, health, safety, and well-being of the public. The Municipal Code provisions regarding solid waste handling, and the actions of the City pursuant to those provisions, are intended to implement State policy and to provide for the City's continuing authorized evaluation, planning, and supervision in the area.

The reduction of solid waste landfilling through waste prevention, reuse, recycling, and composting, is a statewide mandate (California Integrated Waste Management Act of 1989). In addition, reduction of solid waste is a key component of meeting the statewide climate protection mandate (California Global Warming Solutions Act of 2006). Furthermore, AB 341, the Jobs and Recycling Act of 2011, and AB 1826, the Mandatory Commercial Organics Recycling Act of 2014, require businesses and Multi-Family property owners to arrange for recycling and organics services. Additionally, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, seeks to reduce organics in landfills, as a means to reduce methane emissions and to increase edible food recovery to reduce human food insecurity. To that end, the State of California's Department of Resources Recycling and Recovery (CalRecycle) developed regulations that place requirements on multiple entities, many of which are contained herein. Therefore, in order to protect the public peace, health, safety, and general welfare, to reduce the solid waste stream, to reduce methane emissions from landfills, and to comply with state regulations, the City deems it necessary to regulate the separation, collection, disposal and recovery of recyclable materials, organic waste, and other solid waste as set forth in this chapter.

6-3-02 Definitions.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

- (a) "Act" means the California Integrated Waste Management Act of 1989 (commencing with Section 40000 of the Public Resources Code), as amended, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), and as implemented by the regulations of CalRecycle.
- (b) "Authorized recycling contractor" shall mean and include a person or any other entity authorized under and by virtue of a contract with the City of Turlock to collect recyclable material in the City.
- (c) "Bidding" shall mean a selection process used to choose a contractor or franchisee. Such process shall not necessarily involve the award of a contract or franchise to the lowest bidder but may be based on other additional criteria established by the Council.

- (d) "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).
- (e) "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Residential Dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this chapter.
- (f) "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74).
- (g) "Compost" means the product resulting from the managed and controlled biological decomposition of organic Solid Waste that is Source Separated from the municipal Solid Waste stream, or which is separated at a centralized facility.
- (h) "Compost Container" has the same meaning as "Green Container" in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and collection of Source Separated Organic Waste designated for the Compost Container, including Food Waste, landscape and pruning waste accepted in the City's Organic Waste Collection program, and other organic materials as determined by the City as acceptable for the Compost Container.
- (i) "Container" shall mean and include bin, box, cart, and receptacle.
- (j) "Designated recycling collection location" shall mean and include the place designated in the contract between the City and an authorized recycling contractor from which the authorized recycling contractor has contracted to collect recyclable waste material.
- (k) "Designee" means a person or entity that the City Manager or Municipal Services Director designates, contracts with or otherwise arranges to carry out any of the Jurisdiction's responsibilities of this chapter authorized in 14 CCR Section 18981.2. A Designee may be a government employee or entity, a private entity, or a combination of those entities.
- (l) "Disposal charge" shall mean the cost for removal and disposal of waste and industrial refuse service.
- (m) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this chapter or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- (n) "Electronic waste" (E-waste) shall mean computers, CRTs, monitors, copiers, fax machines, printers, televisions, and other electronic items.
- (o) "Enforcement Action" means an action of the relevant Enforcement Officer to address non-compliance with this chapter including, but not limited to, issuing abatement notices,

administrative citations, fines, penalties, or using other remedies as authorized by Title 1 of the Turlock Municipal Code.

- (p) "Enforcement Officer" means a person or entity the Municipal Services Manager designates to enforce part or all of this chapter. Enforcement Officers may carry out inspections and enforcement activities pursuant to this chapter. The City of Turlock has enforcement responsibility for all sections of this chapter. The City may choose to additionally delegate Enforcement Officer responsibility for certain sections, to other public entities. Nothing in this chapter authorizing an entity to enforce its terms shall require that entity to undertake such enforcement except as agreed to by that entity and the City.
- (q) "Excluded Waste" means hazardous substances, hazardous waste, infectious waste, designated waste, waste that is volatile, corrosive or infectious, medical waste, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from Turlock and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including land use restrictions or conditions, including but not limited to: waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions; waste that in the reasonable opinion of Turlock or its Designee would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Turlock or its Designee to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the Public Resources Code. Excluded Waste does not include used motor oil and filters, or other materials defined as allowable materials for collection through the City's collection programs and the Generator or customer has properly placed the materials for collection pursuant to instructions provided by the City or the Franchised Collector providing service to the Generator.
- (r) "Food facility" has the same meaning as in Section 113789 of the Health and Safety Code.
- (s) "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.
- (t) "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food

Recovery Service is not a Commercial Edible Food Generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

- (u) "Food Scraps" means all edible or inedible food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, coffee grounds, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scrap.
- (v) "Food Service Provider" is a Tier 1 Commercial Edible Food Generator and means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (w) "Food Waste" means Food Scraps and food soiled paper.
- (x) "Franchised Collector" means such persons, firms or corporations collecting and delivering for disposal, recycling or processing, garbage, recyclable materials or organic waste (other than solid waste generated by a permitted building project) originating in the City and doing so under a franchise agreement with the City.
- (y) "Garbage" means those elements of the Solid Waste stream designated for the "Garbage Container", and excludes hazardous waste, Excluded Waste, materials designated for the "Compost Container" or "Recycling Container", or materials which have been separated for reuse.
- (z) "Garbage Container" has the same meaning as "Gray Container" in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Garbage.
- (aa) "Generator" means a person or entity that is responsible for the initial creation of Garbage, Organic Waste, or Recyclable Materials.
- (bb) "Grocery Store" is a Tier 1 Commercial Edible Food Generator and means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- (cc) "High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).
- (dd) "Industrial refuse" shall mean refuse produced by a person principally engaged in the business of growing, processing, or manufacturing agricultural, animal, or other products or materials whose principal outlet for such products is wholesale rather than retail; is collected by a licensee from a container whose volume equals or exceeds ten (10) cubic

yards; and refuse produced by any person engaged in the business of building construction or demolition.

- (ee) "Inspection" means a site visit where an Enforcement Officer reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35)
- (ff) "License" shall mean a City of Turlock business license, or other such license as required by the City Council.
- (gg) "Multi-Family Residential Dwelling" or "Multi-Family" means for the purpose of implementing this chapter, of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises are considered a distinct type of Commercial Business for the purposes of implementing SB 1383 requirements. Consistent with SB 1383 Regulations, residential premises that consist of fewer than five units are not "Multi-Family" and instead are "Single-Family" for the purposes of implementing this chapter. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses that are not Multi-Family Residential Dwellings.
- (hh) "Municipal Services Director" shall mean the director of the department responsible for the implementation of the requirements of this chapter.
- (ii) "Organic Waste" means Solid Waste containing material originated from living organisms and their metabolic waste products, including but not limited to Food Scraps, food soiled paper, landscape and pruning waste, organic textiles and organic carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Organic Waste does not include Compostable Plastic.
- (jj) "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (kk) "Person" shall mean and include any individual, firm, co-partnership, corporation, company, association, joint-stock association, or body politic group, or combination, and the plural as well as the singular; and includes any trustee, receiver, assignee, or other similar representative thereof.
- (ll) "Premises" means any real property or estate which may be devised or granted by deed.
- (mm) "Prohibited Container Contaminants" includes all of the following: (i) materials placed in the Recycling Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Recycling Container; (ii) materials placed in the Compost Container that are not identified as acceptable Source Separated Organic Waste for the City's Compost Container; (iii) materials placed in the Garbage Container that are acceptable Source Separated Recyclable Materials and/or acceptable Source Separated Organic Waste that can be placed in the City's Compost Container and/or Recycling Container; and, (iv) Excluded Waste placed in any container.

- (nn) "Property Owner" means the owner of real property.
- (oo) "Recycling" shall mean and include the process of collecting and converting recyclable waste material by reprocessing or other such remanufacturing.
- (pp) "Recycling Container" has the same meaning as "Blue Container" in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.
- (qq) "SB 1383" means Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act of 2016.
- (rr) "SB 1383 Regulations" means or refers to, for the purposes of this Ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (ss) "Self-Hauler" means a generator who transports its own Solid Waste by using a vehicle owned by that generator and driven by the generator or the generator's employees, rather than the Franchised Collector. Self-hauler also includes a person or entity who back hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator's own employees and equipment, or as otherwise defined in 14 CCR Section 189881(a)(66)(A).
- (tt) "Single-Family" means, of, from, or pertaining to any residential premises with fewer than five units for the purposes of implementing this chapter.
- (uu) "Solid waste" shall mean household waste, construction and demolition debris, sanitation residue, and waste from streets. This refuse is generated mainly from residential and commercial complexes.
- (vv) "Solid Waste" means Garbage, Recyclable Materials, and Organic Waste and has the same meaning as defined in Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, C&D wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
- (1) Hazardous waste, as defined in the Public Resources Code Section 40141.
 - (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).
 - (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste

landfill, as defined in Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the Public Resources Code.

- (ww) "Source Separated" means materials that have been kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4).
- (xx) "Source Separated Organic Waste" means those organics that can be placed in a Compost Container including Food Scraps, food soiled paper, landscaping and pruning waste, and any other items as determined by the City.
- (yy) "Source Separated Recyclable Materials" means the same thing as "Recyclable Materials" and includes those Recyclable Materials that can be placed in the Recycling Container including but not limited to, glass and plastic bottles, aluminum, tin and steel cans, metals, unsoiled paper products, printing and writing paper, cardboard, and any other items as determined by the City.
- (zz) "Special Waste" means a waste which is a hazardous waste only because it contains an inorganic substance or substances which cause it to pose a chronic toxicity hazard to human health or the environment and which meets all of the criteria and requirements of PRC Section 66261.122 and has been classified a special waste pursuant to PRC Section 66261.124.
- (aaa) "Supermarket" is a Tier 1 Commercial Edible Food Generator and means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- (bbb) "Tier 1 Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
 - (1) Supermarkets with gross annual sales of \$2,000,000 or more, or as defined in 14 CCR Section 18982(a)(71).
 - (2) Grocery store with a total facility size equal to or greater than 10,000 square feet, as defined in 14 CCR Section 18982(a)(30).
 - (3) Food Service Provider which means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
 - (4) Wholesale food vendor which means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, and prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76)

- (5) Food Distributor which means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores or as otherwise defined in 14 CCR Section 18982(a)(22).
- (ccc) "Tier 2 Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
- (1) Restaurant which means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64) and which has 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
 - (2) Hotel with an on-site food facility and 200 or more rooms or as otherwise defined in 14 CCR Section 18982(a)(74)(B).
 - (3) Health facility with an on-site food facility and 100 or more beds, or as otherwise defined in 14 CCR Section 18982(a)(73)(C).
 - (4) Large Venue, which means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility, or as otherwise defined in 14 CCR Section 18982(a)(39). For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.
 - (5) Large Event, as defined in 14 CCR Section 18982(a)(38) means an event that serves an average of more than 2,000 individuals per day of operation of the event and either: 1) charges an admission price; or 2) is operated by a local agency.
 - (6) A state agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
 - (7) A local education agency, which means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40), and which has an on-site food facility.
- (ddd) "Universal waste" (U-waste) shall mean hazardous wastes that are more common and pose a lower risk to people and the environment than other hazardous waste. Some items considered as universal waste include: mercury thermostats, batteries, lamps, non-aerosol cans, mercury switches, mercury thermometers, pressure or vacuum gauges, dilators and weighted tubing, rubber flooring, consumer electronic devices, cathode ray tubes, and various gauges.

(eee) "User Disposal Containers" are containers inside a business for the collection of Source Separated Organic Waste, Source Separated Recyclables and Garbage for employees, contractors, tenants, customers, and other users of the business.

Article 1. Collection Charges

6-3-101 Fees and charges.

The fees/charges to be charged for the collection of Garbage Container, Compost Container and Recycling Container are shown in the table below. A consolidated bill for Garbage Container, Compost Container and Recycling Container, industrial refuse, water, and sewer charges will be sent to the person responsible for the payment of water and sewer charges.

TYPE OF SERVICE	Monthly Cart Service Fee/Charge
Residential – 32	Includes: 1 - 32 gallon garbage (grey) 1 - 68 gallon recyclable materials (blue) 1 - 95 gallon organic waste (green)
Residential 32 Regular Fee/Charge	\$27.40
Residential 32 Senior Citizen Fee/Charge	\$20.95
Residential – 64	Includes: 1 - 64 gallon garbage(grey) 1 - 68 gallon recycle (blue) 1 - 95 gallon organic waste (green)
Residential 64 Regular Fee/Charge	\$36.20
Residential – 96	Includes: 1 - 96 gallon garbage (grey) 1 - 68 gallon recyclable materials(blue) 1 - 95 gallon organic waste (green)
Residential 96 Regular Fee/Charge	\$41.70
ADDITIONAL CART FEES	
Each Additional Extra Cart for Recyclable Material, including Compost Container Garbage Cart (green) and Recyclable materials Cart (blue)	\$8.35
SPECIAL CART SERVICES	

Damaged Cart Replacement	32 gallon grey	\$32.00
	64 gallon grey	\$42.00
	68 gallon blue	\$42.00
	95 gallon green	\$46.00
	96 gallon grey	\$46.00
Cart Cleaning or Swap Charge	1st cart	\$25.00
	Each additional cart	\$ 5.00
Return for Cart Service Charge	1st cart	\$ 5.00
	Each additional cart	\$ 2.00
Recyclable Materials/ Organic Waste Cart Contaminate Fee	\$15.00 each cart	
Commercial Cart Service	Includes: 1 - 95 gallon refuse (grey)	
Commercial Cart Service	\$22.75	
TYPE OF SERVICE	Monthly Fee/Charge	
Commercial Bin Service		
2-Yard Bin		
pickup 1 time a week	\$81.05	
pickup 2 times a week	\$143.60	
pickup 3 times a week	\$205.75	
pickup 4 times a week	\$269.45	
pickup 5 times a week	\$331.60	
pickup 6 times a week	\$393.30	
3-Yard Bin		
pickup 1 time a week	\$100.90	
pickup 2 times a week	\$183.55	
pickup 3 times a week	\$263.70	
pickup 4 times a week	\$348.20	
pickup 5 times a week	\$430.65	
pickup 6 times a week	\$513.10	
4-Yard Bin		
pickup 1 time a week	\$123.55	
pickup 2 times a week	\$228.15	
pickup 3 times a week	\$332.75	
pickup 4 times a week	\$437.50	
pickup 5 times a week	\$542.25	

pickup 6 times a week	\$647.00	
6-Yard Bin pickup 1 time a week pickup 2 times a week pickup 3 times a week pickup 4 times a week pickup 5 times a week pickup 6 times a week	\$162.85	
	\$306.45	
	\$448.80	
	\$594.30	
	\$736.85	
	\$880.45	
Special Bin Services		
Special Pickup \$2.90 per yard plus \$35.00	2-Yard Bin	\$40.80
	3-Yard Bin	\$43.70
	4-Yard Bin	\$46.60
	6-Yard Bin	\$52.40
Cleaning and Replacement	\$35.00 plus special pickup charge	
Gate Fee/Charge	\$16.80 per month per bin per pickup	
Bin Compactor Fee/Charge	\$10.10 per cubic yard per pickup	
3-Yard Temporary Bin	\$51.00 per week with one dump \$51.00 per each additional dump	
Bin Push Out Fee/Charge	\$16.80 per month per bin per pickup	
TYPE OF SERVICE	Fee/Charge	
Commercial Box Service	Hauling Fee	Disposal Charge
15-19 Yard Box	\$127.50	\$74.61 per ton fee
20-29 Yard Box	\$148.80	\$74.61 per ton fee
30-50 Yard Box	\$184.20	\$74.61 per ton fee
One Price for All Sizes	\$161.30	\$74.61 per ton fee
Special Box Services:		
Box Compactor Fee/Charge	Must be negotiated, by size and weight. Disposal will be actual disposal charge.	
Box Rental	\$2.00 per day	

TYPE OF SERVICE	Fee/Charge
Box Special Pickup	Hauling fee + \$35.00
EXTRA CHARGE ITEMS	Fee/Charge
Electronic Waste (E-Waste)	
Computer Monitors and Televisions	
Computer Monitors	\$20.00
Table Top Televisions	\$25.00
Console and Big Screen Televisions	\$35.00
Universal Waste (U-Waste)	
Microwaves, Dishwashers, Washing Machines, Dryers, Toaster Ovens, Stoves or Ovens, Hot Water Heaters and Furnaces	\$8.25 per appliance
Refrigeration Equipment, A/C Units, Etc.	\$23.55 per unit
Tires	
Passenger	\$5.90
Passenger with Rim	\$9.40
Truck	\$14.10
Trucks with Rim	\$22.90
Tractor and Heavy Equipment	From \$80.00 to \$600.00

6-3-102 Disputes.

In all cases where disputes arise as to the rate charged or to be charged for any service provided pursuant to the provisions of this article or any contract entered into by the City for the collection of waste, the matter shall be referred to the Council, and the Council, upon due investigation, shall determine and fix the rate as the Council may deem just and equitable. The determination of the Council thereon in all cases shall be final and conclusive.

6-3-103 Unauthorized dumping on City or private property prohibited.

- (a) No person shall dump, deposit, place, cause, or assist in the dumping, depositing, or placing, upon City of Turlock property, or any portion thereof, or in any City of Turlock garbage, compost or recycling container, any garbage or industrial refuse, organic waste or recyclable materials as those terms are commonly known, used, or defined in this chapter.

- (b) No person shall dump, deposit or place, or cause or assist in the dumping, depositing, or placing, upon any private property, or any portion thereof, or in any garbage, organic container, other than the one issued or assigned for their personal use, any waste or industrial refuse, as those terms are commonly known, used or defined in this chapter.

6-3-104 Mandatory Subscription to Services and Payment of collection charges.

- (a) Every Single Family Premises or Commercial Business (throughout this chapter, Commercial Business includes Multi-Family Residential Dwellings of five (5) or more units, unless otherwise excluded) in the City shall be required to subscribe with the Franchised Collector(s) for Garbage Container, Recycling Container and Compost Container collection; comply with the relevant sections of this chapter, state law and local ordinances; and to pay for the collection and disposal of such containers, regardless of whether such owner elects to use such service, unless the Commercial Business Owner receives a waiver as provided in this chapter or material is self-hauled per the self-hauler requirements in this chapter. Subscription to such required service does not preclude Commercial Businesses from self-hauling their own waste in their own vehicles if they meet the self-haul requirements noted in this chapter.
- (b) Nothing in this article shall limit the right of an individual person, organization, or other entity to donate, sell or otherwise dispose of recyclables waste material; provided, that any such disposal is in accordance with the provisions of this article.
- (c) Billing and payment. Accounts for garbage, organic waste, and recyclable materials collection shall be billed by service date in conjunction with billing for sewer and water services and shall be due and payable in the City of Turlock Finance Office by the due date shown on the utility bill.
- (d) Nonpayment of collection charges. In the event of nonpayment of the charges for the collection and disposal of garbage, organic waste, and recyclable materials as provided in this article, the following procedures and penalties shall apply:
 - (1) If payment for any charges shown on utility bill are not received by the City of Turlock Finance Office by 5:00 p.m. on the fifth day following the due date (including applicable penalties), the customer's account shall be charged a delinquency penalty of Twenty-Five and no/100ths (\$25.00) Dollars on the sixth day.
 - (2) Notice. A written notice of delinquency shall be sent by the Finance Office to any customer whose account remains delinquent. The written notice to be mailed or delivered to the customer shall notify him that the service is subject to disconnection and/or delinquent charges will be submitted for collection. Such notice shall contain the information to avoid such action. The City of Turlock shall

give notice of the delinquency and impending termination pursuant to Section [10010](#) of the Public Utilities Code.

- (3) If payment of said billing is not received by the City of Turlock Finance Office, or other arrangements are not made, by 5:00 p.m. on the fifth day following the due date (including applicable penalties), service may be terminated or submitted for collection; provided, that notice was given pursuant to Section [10010](#) of the Public Utilities Code and that termination of services for nonpayment of billing shall not occur on any Saturday, Sunday, legal holiday, or at any time during which the business office of the City of Turlock is not open to the public.
- (e) Wrongful termination. Any wrongfully terminated service shall be restored without charge for the restoration of service, and a notation thereof shall be mailed to the customer at the billing address.
- (f) Third party notification service for residential customers. The City of Turlock shall make available to its residential customers who are sixty-five (65) years of age or older, or who are dependent adults as defined in California Welfare and Institutions Code Section [15610](#), a third party notification service whereby the City of Turlock shall attempt to notify a person designated by the customer to receive notification when the customer's account is delinquent and subject to termination. The notification shall include information on what is required to prevent termination of service. The residential customer shall make a request for third party notification on a form provided by the City of Turlock and shall include a written consent of the designated third party. The third-party designation does not obligate the third party to pay the overdue charges, nor shall it prevent or delay termination of service.
- (g) Nonpayment of collection charges by previous residential tenant.
 - (1) The City of Turlock shall not seek to recover any charges or penalties for the furnishing of service to or for a residential tenant from any subsequent tenant on account of nonpayment of charges by the previous tenant.
 - (2) The City of Turlock shall require that service to subsequent tenants be furnished on the account of the landlord or property owner when an unpaid bill has been left by the previous tenant.

6-3-105 Vacancy Exception to Subscription:

- (a) Notwithstanding subsection (a) of 6-3-104, the owner of a vacant single-family unit which is vacant for more than sixty (60) days and will therefore not utilize collection services may suspend their payment obligation for collection services by signing an affidavit under penalty of perjury that such single-family unit is vacant. The vacancy affidavit will be valid for not more than one (1) year and must be renewed annually.

Failure to renew the vacancy affidavit will cause the account to resume billing at the minimum regular residential service level.

(b) Any property owner who exercises the affidavit procedure of subsection (a) of this section shall promise and have the responsibility to give notice to hauler within five (5) calendar days that a vacancy no longer exists and thereafter shall pay for resumption of such collection services as provided in subsection (a) of 6-3-104.

(c) Any property owner who fails to give notice required by subsection (b) of this section and by affidavit shall be fined as follows:

(1) Have added to their service bill as a penalty the amount for collection services from the date reflected in the affidavit;

(2) Pay a fine for failure to give notice in accordance with this subsection (c) in the amount of Two Hundred and no/100ths (\$200.00) Dollars.

6-3-106 Deposits.

Monies collected for waste disposal shall be deposited in the general fund. For the "Residential-64" and "Residential-96" service, forty-one (41%) percent of the amount over the "Residential-32" regular rate will be deposited into the solid waste education and management fund.

6-3-107 Garbage, Compost and Recycling Containers.

Every person in possession of, or having the charge or control of, any Single-Family premises or Commercial Business (Commercial Business includes Multi-family premises of five (5) units and above throughout this chapter) within the City shall keep and maintain appropriate waste collection containers as provided by the contractor.

Garbage Containers, Compost Containers, and Recycling Containers shall be kept and maintained in an accessible place at the rear of Single-Family premises and immediately adjoining the alley for Commercial Businesses, or at the rear, if there is no alley. Such person shall deposit in the appropriate container the Garbage, Source Separated Recyclable Materials, and Source Separated Organic Waste accumulated upon the premises. All such containers shall be placed in a location easily accessible to the collection service for pickup and disposal.

Except as expressly authorized by this chapter, no person other than the City or its franchised contractor may place a container, including debris boxes, within the City for the collection of garbage, recyclable materials, or organic waste, and no person may use a container, not

provided by the franchised collector for Garbage, Recyclable Materials or Organic Waste, unless the person is the owner of a business in the City, using their own container, with their own vehicle to self-haul, and meets the requirements for self-haulers in this Chapter.

6-3-108 Containers, Participation and Separation Required by all Generators

Generators subject to the requirements of the Act shall fully comply with all applicable requirements of the Act. All commercial businesses shall adhere to any/all applicable laws mandated by the State of California with regard to proper disposal and recycling requirements, such as, but not limited to, mandatory commercial recycling pursuant to Section [42649](#) of the Public Resources Code and mandatory organics recycling pursuant to AB 1826 and SB 1383 of 2016.

- (a) Generators, including Single-Family, Multi-Family, and Commercial Businesses, except those that meet self-hauler requirements set forth in this chapter or Commercial Businesses that obtain a waiver pursuant to requirements in this chapter, shall:
 - (1) Maintain for such residence or business, separate Garbage, Compost and Recycling Containers, supplied by the Franchised Collector. Generators shall arrange for a sufficient number of such containers to adequately store all Garbage, Source Separated Recyclable Materials, and Source Separated Organic Waste generated in connection with the residence or business between the times designated for collection. The City shall have the right to review the number and size of such containers to evaluate the adequacy of capacity provided for each type of collection service and to require additional or larger containers (or additional service days) and to review the separation and containment of materials. Generators shall adjust service levels for their collection services as requested by the City in order to meet the standards set forth in this chapter. Generators may manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c) to the extent permitted by other applicable laws.
 - (2) Participate in the collection services provided by the City's Franchised Collector(s), by placing designated materials in designated containers as described below, and not placing Prohibited Container Contaminants in collection containers. Generators shall place Source Separated Organic Waste, including food waste, in the Compost Container; Source Separated Recyclable Materials in the Recycling Container; and Garbage Container Waste (Garbage) in the Garbage Container. Generators shall not place materials designated for the Garbage Container in the Compost Container or the Recycling Container.
 - (3) Place Garbage Containers, Recycling Containers, and Compost Containers on the curb on the day specified for collection, unless a waiver has been granted by the Municipal Services Director pursuant to this chapter. Containers shall be placed in front of the Premises in a location reasonably convenient for semi-automated or automated collection. The only exception would be if Generator has reached an agreement with Franchised Collector for an alternative collection location.
 - (4) Maintain Garbage Containers, Recycling Containers and Compost Containers in a sanitary condition at all times. Any bulky material must be reduced in size so that it may be placed

in the appropriate container not overflowing and with the cover tightly closed and without excessive tamping, so that the container may be easily emptied.

- (5) The gross weight of any one (1) Compost Container shall not be in excess of one hundred fifty (150) pounds. The maximum length of any item placed in a Compost Container shall be four (4') feet.
 - (6) No person shall tamper with, modify, remove from, or deposit solid waste in any container which has not been provided for their use without the permission of the container owner.
 - (7) It shall be the responsibility of the Single-Family resident or Commercial Business whose Garbage Container, Compost Container, or Recycling Container was not removed because it contained prohibited materials to properly separate those materials and place them in their designated containers. Allowing unseparated Garbage, Recyclable Materials, or Organic Waste to accumulate will be considered a public nuisance with enforcement against the responsible person or the Property Owner. Pursuant to the agreement between the City and the Franchise Collector, contamination could also be subject to an administrative contamination processing fee or non-collection of the container.
- (b) In addition to the requirements in Section (a) above, Commercial Businesses shall also:
- (1) Commercial Business Owners including Multi-Family, shall provide or arrange for Garbage Container, Compost Container, and Recycling Container collection service for employees, contractors, tenants, and customers, and supply and allow access to adequate number, size, and location of collection containers with sufficient labels or colors as noted in (b) (2)(i) and (ii); or, if self-hauling, in compliance with self-hauling requirements set forth in this chapter.
 - (2) Commercial Businesses that are not Multi-Family Residential Dwellings shall provide containers for the collection of Source Separated Organic Waste and Source Separated Recyclable Materials in all areas where the Commercial Business provides disposal containers for employees, contractors, tenants, customers, and other users of the Premises ("User Disposal Containers"). Such User Disposal Containers do not need to be provided in restrooms. If a Commercial Business does not generate, or has a waiver pertaining to, any of the materials that would be collected in one type of User Disposal Container, then the business does not have to provide that particular type of container in all areas where User Disposal Containers are provided. Pursuant to 14 CCR Section 18984.9(b), the User Disposal Containers provided by the business shall have either:
 - (i) A body or lid that conforms with the following container colors, with either lids conforming to these color requirements or bodies conforming to these color requirements, or both lids and bodies conforming to these color requirements: gray or black containers for Garbage Container Waste, blue containers for Source Separated Recyclable Materials, and green containers for Compost Containers. Notwithstanding the foregoing, a Commercial Business is not required to replace functional containers,

including containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Section prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first; or

- (ii) Container labels that include language or graphic images, or both, indicating the primary materials accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. The container labeling requirements are required on new containers commencing January 1, 2022.

6-3-109 Commercial Education and Outreach Requirements

All Commercial Business Owners are required to:

- (a) Excluding Multi-Family Residential Dwellings, to the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the Recycling Container, Compost Container, and Garbage Container collection service.
- (b) Excluding Multi-Family Residential Dwellings, periodically inspect Recycling Containers, Compost Containers, and Garbage Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers.
- (c) Including Multi-Family Residential Dwellings, annually provide information to employees, contractors, tenants, building residents, and customers about Organic Waste Recovery requirements and about proper sorting of Organic Waste and Recyclable Materials. A copy of such instructions shall be provided to the Municipal Services Director or Designee, upon request.
- (d) Including Multi-Family Residential Dwellings, provide information before or within fourteen days of new occupation of the Premises to new tenants and no less than fourteen days before tenants move out of the Premises, unless a tenant does not provide fourteen or more days' notice before moving out, that describes requirements to keep Compost Container Organic Waste and Recyclable Materials separate from each other and from Garbage Container Waste, as well as the location of containers and the rules governing their use at the Premises.
- (e) Including Multi-Family Residential Dwellings, prominently post and maintain one or more signs where Recyclable Materials and/or Organic Waste are collected and/or stored that set forth what materials are required to be Source Separated in addition to collection procedures for such materials.

6-3-110 Waivers for Commercial Businesses

- (a) De Minimis Waivers. The Municipal Services Director or Designee may waive a Commercial Business' obligation to comply with some or all of the Organic Waste and Recycling collection

service requirements of this chapter, if documentation is provided demonstrating that the Commercial Business generates below a certain amount of Organic Waste material, (de minimis) as described below.

A Commercial Business requesting a de minimis waiver shall:

- (1) Submit an application to the Municipal Services Director or Designee specifying the service or requirements for which it is requesting a waiver. Applicant must supply all required proof of qualifications in writing together with the application submittal. Applicants may be required to provide information in forms provided by the City. Applicants are subject to one or more site inspection(s) prior to approval of a waiver.
 - (2) Provide documentation with the de minimis waiver application that either:
 - (i) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Recycling Container or Compost Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - (ii) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Recycling Container or Compost Container comprises less than 10 gallons per week per applicable container of the business' total waste.
 - (3) For the purposes of subsections (2) (a) and (b) above, total Solid Waste shall be the sum of weekly Garbage Container Waste, Source Separated Recyclable Materials, and Source Separated Compost Container Organic Waste measured in cubic yards.
 - (4) If the de minimis waiver is granted, notify the Municipal Services Director or Designee granting the waiver if circumstances change such that the conditions under which the waiver was granted are no longer being met, in which case the waiver will be rescinded.
 - (5) If the waiver is granted, provide written verification of continued eligibility for de minimis waiver to the Municipal Services Director or Designee every 5 years.
- (b) Physical Space Waivers. The Municipal Services Director or Designee may waive a Commercial Business' obligation to comply with some or all of the Organic Waste collection service requirements of this chapter if the Municipal Services Director or Designee has evidence from a licensed contractor, licensed architect, licensed engineer, or other person authorized by the Municipal Services Director or Designee demonstrating that the Premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection service requirements set forth in this chapter.

A Commercial Business requesting a physical space waiver shall:

- (1) Submit an application to Municipal Services Director or Designee specifying the service or requirements for which it is requesting a waiver.
 - (2) Provide documentation with the application for a physical space waiver that the Premises lacks adequate space for Recycling Containers and/or Compost Containers, which shall include documentation from its licensed contractor, licensed architect, licensed engineer, or other person authorized by the Designee.
 - (3) If the waiver is granted, Commercial Business shall notify the Municipal Services Director or Designee granting the waiver if the Commercial Business' physical space configurations or amounts of Solid Waste generation change, in which case the waiver may be rescinded.
 - (4) If the waiver is granted, Commercial Business shall provide written verification to the Municipal Services Director or Designee of continued eligibility for a physical space waiver every five (5) years.
- (c) Change of ownership of a Premises automatically revokes a waiver and the new owner must comply with this chapter or obtain its own waiver.
- (d) Upon the determination of the Municipal Services Director or Designee, a written notification of the approval or denial of a waiver shall be issued to the applicant.

6-3-111 Increased service requirements.

- (a) If more than three (3) instances of contamination occur during a twelve (12) month period in the Recycling Container, Compost Container, or Garbage Container, the service will automatically be upgraded to the next larger level of service needed for that type of material.
- (b) If contamination continues when the customer is at the largest Garbage Container, Compost Container, and Recycling Container service level, the cart contamination fee will be enforced for each occurrence of contamination.
- (c) Habitual contaminators may be subject to provisions of TMC 1-2-101

6-3-112 Collection and disposal: Maintenance of service.

The City through its franchised collector shall maintain or provide for Organic Waste collection service, including garbage container, recyclable materials container and organics container collection, which, at intervals no less than four (4) times per month, shall remove and dispose of all such containerized materials from every lot, parcel, or plot of land upon which a residence, dwelling house, duplex, or residential unit exists, excepting, however, any parcel of land which is covered by buildings to the extent that no more than five hundred (500) square feet of lot area remains.

6-3-113 Unlawful accumulations and disposal.

It shall be unlawful for any person in possession of, or having charge or control of, any Single-Family dwelling or Commercial Business within the City to keep or deposit any Garbage, Recyclable Materials, or Organic Waste on any premises in the City except in containers as described in section 6-3-104. It shall be unlawful for such person to bury or burn any waste or to keep or deposit any rubbish on any premises in the City for a longer time than may be reasonably necessary for the purposes of destruction or burial or collection and removal by the contractor holding a valid contract with the City for the collection and disposal of such waste, and no such person shall throw or deposit any waste on any alley, public place, sidewalk, street, or waterway other than in such containers. Grass cuttings, trees, shrubbery, and lawn trimmings may be deposited on such premises as set forth in this article.

No person shall dump, place, or bury in any lot, land, street, alley, water, waterway, or elsewhere within the City any waste, manure, or waste matter condemned by the Health Department or its authorized representatives.

6-3-114 Unlawful accumulations and disposal: Buildings under construction.

No person owning or occupying any building, lot, or premises in the City shall permit to collect and remain upon such lot or premises Garbage, Recyclable Materials, Organic Waste or industrial waste of any kind; provided, however, the provisions of this section shall not be construed as interfering with buildings under construction.

6-3-115 Waste containers: Removal.

It shall be unlawful to allow to stand or remain in any street or any place open to the public view, except an alley, any type of container for Garbage, Recyclable Materials, or Organic Waste or industrial refuse for a period exceeding twenty-four (24) consecutive hours. The provisions of this section shall apply only to the persons described in section 6-3-107.

6-3-116 Unauthorized collection and disposal.

At such times as, there is in force a contract entered into by the City with any person for the collection and disposal of Garbage, Recyclable Materials, or Organic Waste in the City, it shall be unlawful for any person, other than the contractor or a person in the employ of such contractor, to collect these materials within the City or to remove or carry these materials through any public street or alley of the City for compensation or hire.

6-3-117 Ownership of recyclable materials.

Recyclable waste material shall become the property of the authorized recycling contractor upon placement of recyclable waste material at a designated recycling collection location for collection by an authorized recycling contractor.

6-3-118 Collection and disposal: Vehicles.

It shall be unlawful for any person to move or carry through any public street or alley of the City any solid waste or industrial refuse, except in vehicles having metallic or metal-lined beds, and the solid waste shall be so loaded that none of it shall fall, drop, or spill upon the ground. Every vehicle used in the work of collecting and disposing of waste shall be kept clean. Trucks carrying solid waste through the streets shall be covered with a tarpaulin or other suitable covering to prevent waste spilling on the street.

6-3-119 Collection and disposal: Contracts or licenses required.

- (a) The collection, removal, and disposal of all Garbage, Recyclable Materials, and Organic Waste and industrial refuse may be performed by the City or by a person or persons pursuant to a franchise contract or license with the City, and no other person shall engage in such business unless a franchise contract or license is issued to do so by the City Council.
- (b) Any franchise contract or license, whether partially or wholly exclusive or nonexclusive, may be awarded with or without competitive bidding and shall be done in such a manner as to insure broad and equitable participation by potential contractors or franchisees; and shall consider the credentials, reputation and practices of the franchise contractor or licensee.
- (c) Any franchise contract or license awarded by the City may be for a period not to exceed fifty (50) years with three (3) fifteen (15) year or five (5) ten (10) year interval quality review and renewal periods.
- (d) At the expiration of any contract or license issued pursuant to subsection (c) of this section, then based upon California Public Resources Code Section [40059](#) the City Council may renew the franchise contract or license to the same franchise contractor or licensee if the City Council finds and declares that the credentials, reputation, and practices of the franchise contractor or licensee are in the interest of the public health, safety, and general welfare.
- (e) Any franchise contract or license awarded by the City shall require at least three (3) affirmative votes of the City Council.
- (f) Any Garbage, Recyclable Materials, or Organic Waste hauler shall be charged fifteen (15%) percent of gross receipts on business originating within the City of Turlock.

6-3-120 Collection and disposal of industrial refuse: Penalties for failure to obtain license.

- (a) Notwithstanding the provisions of TMC 1-2-01, any person who shall collect, remove, or dispose of industrial refuse in violation of TMC 6-3-119, or permit the

collection, removal, or disposal of industrial refuse under the control of such person by an unlicensed industrial refuse hauler shall, for each and every violation and noncompliance, be guilty of a misdemeanor punishable by a fine of not less than One Hundred and no/100ths (\$100.00) Dollars, nor more than One Thousand and no/100ths (\$1,000.00) Dollars, and/or by imprisonment in the County Jail for not more than six (6) months.

- (b) Any industrial hauler who collects, removes or disposes of industrial refuse in violation of TMC 6-3-119 shall be precluded from obtaining an industrial waste hauling license for a period of six (6) months from the date of any such violation, nor shall such license be issued until all administrative fees have been paid which would have been due had a license been properly requested and issued.
- (c) The Chief of Police of the City may impound any industrial refuse container placed within the corporate limits of the City by an unlicensed industrial refuse hauler for purposes of collecting industrial refuse. The container shall be released to its owner upon payment of all administrative fees which would have been due had a license been properly requested and issued, and all transportation and storage costs and expenses. In the event the container remains unclaimed for a period of thirty (30) days after impounding, the Chief of Police, after giving ten (10) days' written notice to the hauler, may sell or otherwise dispose of the container to satisfy any unpaid administrative, transportation, and storage fees owed to the City. Any amount remaining after such payment to the City shall be paid to the owner of the container.

6-3-121 Collection and disposal contractors: Interference.

It shall be unlawful for any person to interfere in any manner with the collection, removal, or disposal of Garbage, Recyclable Materials, or Organic Waste by the authorized contractor for each of these material types

It shall be unlawful for any person other than an authorized recycling contractor to remove recyclable waste material which has been placed at a designated recycling collection location.

6-3-122 Public nuisance.

Scavenging is a violation of the provisions of this Chapter and is hereby declared a public nuisance. Violations may also be subject to any and all remedies provided for in this Chapter.

6-3-123 Recycling Container pilfering and/or scavenging restrictions.

Scavenging or taking any part, or all, of the contents of residential curbside recycling carts that are placed out for collection shall not be permitted. Any violation of this section may constitute

an infraction and shall be punishable by a fine of not more than Two Hundred and Fifty and no/100ths (\$250.00) Dollars.

6-3-124 Collection and disposal contractors: Use of City equipment and personnel.

In the event the removal of Garbage, Recyclable Materials, or Organic Waste is required in quantities and at times in excess of the ordinary facilities and abilities of the contractor to provide or perform, the right is reserved to make use of City equipment and personnel for such purpose and the same shall be provided at a reasonable cost to such contractor. The occupants or owners of land or premises shall not be penalized because of the inability to secure adequate services from the contractor to comply with the provisions of this article.

6-3-125 Self-Hauler Requirements

Commercial businesses are allowed to self-haul. Residents are required to use the collection program for their garbage, organic waste and recyclable materials.

Commercial Self-Haulers shall:

- (a) Source Separate their Recyclable Materials and Organic Waste generated on-site from Solid Waste in a manner consistent with this section, or haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- (b) Haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste or to a High Diversion Organic Waste Processing Facility.
- (c) Self-Haulers, which are Commercial Businesses including Multi-Family Residential Dwellings, shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste for a minimum of five (5) years; this record shall be subject to inspection by the City.
 - (1) The records shall include the following information:
 - (i) Delivery receipts and weight tickets from the entity accepting the waste.
 - (ii) The amount of material in cubic yards or tons transported by the Generator to each entity.
 - (iii) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

- (d) Self-Haulers that are Commercial Businesses including Multi-Family Residential Dwellings shall provide these records, upon request, to the Public Works Director or Designee. Self-Haulers shall provide the requested information within 60 days.
- (e) Landscapers, who self-haul Organic Waste generated at a customer's site, must also meet the requirements in this section.

6-3-127 Disputes and complaints.

In the event of disputes or complaints arising from or concerning the place where Garbage Containers, Compost Containers, and Recyclable Materials Containers shall be placed while awaiting the removal of such waste or the contents of such containers, or the quantities to be removed, or the number of times of removal, the Municipal Services Director shall designate the place, the estimated quantity, and the times and manner of removal.

6-3-128 Unlawful search and entry: Penalty.

(a) It shall be unlawful for any person except the owner, the City, or their designee, or someone with the owner's consent or law enforcement personnel pursuant to a duly issued search warrant or probable cause, to rummage, explore, scavenge, or otherwise search a garbage, organic waste, or recyclable materials container. An exception to this is the City or their designee who may inspect containers to determine compliance with this Chapter and the law.

6-3-129 Inspections and Investigations

- (a) The Municipal Services Director or Designee is authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws. This may include Inspections and investigations, at random or otherwise, of any collection container, collection vehicle load, or transfer, processing, or disposal facility to confirm compliance with this chapter, subject to applicable laws. This section does not allow entry in a private residential dwelling unit for Inspection. For the purposes of inspecting Commercial Business containers for compliance, the City's Designee may conduct container Inspections for Prohibited Container Contaminants and Commercial Businesses shall accommodate and cooperate.
- (b) A person subject to the requirements of this chapter shall provide or arrange for access during all Inspections (with the exception of a private residential dwelling unit) and shall cooperate with the Municipal Services Director or Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Inspection of Edible Food Recovery activities, review of required records, or other verification or Inspection to confirm compliance with any other requirement of this chapter. Failure to provide or arrange for access to the Premises or access to records for any Inspection or investigation is a violation of this chapter.
- (c) Any records obtained by the Municipal Services Director or Designee during Inspections and other reviews shall be subject to the requirements and applicable disclosure

exemptions of the California Public Records Act as set forth in Government Code Section 6250 et seq.

- (d) The Municipal Services Director or Designee shall accept written complaints from persons regarding an entity that may be potentially non-compliant with this chapter.

6-3-130 Enforcement Authority

The City Manager, Municipal Services Director, Enforcement Officer and/or the City Attorney, or his or her Designee, shall have the authority to enforce the provisions of this chapter. This authority shall be in addition to the authority granted to police officers pursuant to this code.

6-3-131 Civil action by authorized recycling contractor.

Nothing in this article shall be deemed to limit the right of an authorized recycling contractor to bring a civil action against any person who violates TMC 6-3-111, nor shall a conviction for such violation exempt any person from a civil action brought by an authorized recycling contractor.

6-3-132 Violation and Penalties

- (a) Violation of any provision of this chapter shall constitute an infraction and be subject to penalties. The minimum penalty for a first conviction for violating this chapter is a One Hundred and no/100ths (\$100.00) Dollar fine; for a second conviction within one (1) year, the minimum penalty is a Two Hundred and no/100ths (\$200.00) Dollar fine; for a third or subsequent conviction within one (1) year, the minimum penalty is a Two Hundred Fifty and no/100ths (\$250.00) Dollar fine.
- (b) Any person that continues in violation of this section shall be guilty of a separate and distinct offense for each and every violation, pursuant to TMC 1-2-01.
- (c) Violation of any provision of this chapter may also be deemed a public nuisance and enforced as such.
- (d) If the City Attorney finds and declares that the defendant is a habitual offender of the provisions of this article, the City Attorney may elect to prosecute such violation as a misdemeanor, which shall be punishable by a fine of not more than Five Hundred and no/100ths (\$500.00) Dollars or imprisonment in the Stanislaus County jail for not more than six (6) months, or both.

6-3-133 Collections of costs: Injunctions.

In order to enforce the provisions of this chapter, the City may correct any violation hereof. The cost of such correction, including attorney's fees, may be added to any sewer service charge payable by the person violating the chapter of the property upon which the violation occurred, and the City shall have such remedies for the collection of such costs as it has for the collection of sewer service charges. The City may also petition the Superior Court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate, restraining any person from the continued violation of the provisions of this chapter.

6-3-134 Civil liabilities and penalties.

Any person who intentionally or negligently violates any provision of this chapter shall be liable civilly to liabilities imposed by the City against which the violation occurs. Such civil liability may be in a sum not to exceed Ten Thousand and no/100ths (\$10,000) Dollars. The City may petition the Superior Court to enforce and recover such sums. In determining such amount, the City shall take into consideration all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the nature and persistence of the violation, the length of time over which the violation occurs, the corrective action, if any, and the fines and penalties imposed on the City by other agencies.

SECTION 3. 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 4. 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 11th day of January, 2022, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this 11th day of January, 2022.

Amy Bublak, Mayor

ATTEST:

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

City Council Staff Report

January 11, 2022



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

Prepared by: Katie Quintero, Deputy Development Services Director/Planning Manager

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Denying the appeal and affirming the Planning Commission decision Denying Variance 2021-01 (Perfect Union) at 2500 N. Golden State Boulevard.

Resolution: Denying Variance 2021-01 (Perfect Union) at 2500 N. Golden State Boulevard.

2. SYNOPSIS:

Denying the appeal and affirming the Planning Commission decision to deny Variance 2021-01 (Perfect Union) requesting a variance from the standards established in Turlock Municipal Code (TMC) Section 9-2-518(b)(6)(iv)(ac) which limits cannabis signs to only display the business's name and prohibits standalone monument signs for commercial cannabis uses.

3. DISCUSSION OF ISSUE:

On June 15, 2021, Perfect Union submitted an application for a Variance to the Planning Division for a monument sign. The request proposed two options for design and location of a monument sign. Option 1 proposed a 6' tall 6' wide monument sign located outside of the existing front yard fencing, within the public right-of-way, along Golden State Boulevard. Option 2 proposed a 12' tall 8' wide monument sign located inside the front yard fencing at the property located at 2500 N. Golden State Boulevard, Stanislaus County APN 088-007-025.

Background

On March 5, 2020 the Planning Commission granted Conditional Use Permit 19-07 to allow Perfect Union to open a cannabis dispensary at 2500 N. Golden State Boulevard. Perfect Union began operating in September of 2020. One of the conditions in the Conditional Use Permit required the removal of the existing unpermitted pole sign. Perfect Union complied with this condition and removed the pole sign.

On May 12, 2020 the City Council adopted Ordinance 1278-CS adding sign standards to the Turlock Municipal Code for cannabis uses as follows:

(iv) **Commercial cannabis uses.** Signs for commercial cannabis businesses shall meet the following standards; if these standards conflict with other sections of this code or with a comprehensive sign program the following standards shall supersede:

(aa) Only cannabis businesses legally permitted to operate within the City of Turlock can advertise in City limits.

(ab) Off-site signs are prohibited.

(ac) All cannabis business operations within the City are limited to one (1) on-site wall sign, not to exceed a maximum sign band height of two and one-half (2.5') feet and a maximum sign area of twenty-five (25) square feet. The sign may only display the business's name, logogram, address, hours of operation, and contact information. If the business is located in a multi-tenant center with a multi-tenant monument sign, one (1) sign space per monument sign is permitted. Standalone monument signs are prohibited.

(ad) In addition to the prohibited signs described in TMC 9-2-513 the following signs listed are inconsistent with the purposes and requirements of this article and as such are prohibited:

1. Temporary signs.
2. Window signs.

(ae) No sign shall contain the use of objects, such as toys, inflatables, movie characters, cartoon characters, or include any other display, depiction, or image designed in any manner likely to be appealing to minors or anyone under twenty-one (21) years of age.

(af) No sign shall contain a display, depiction, or image of a cannabis leaf or cannabis plant.

(ag) No sign shall contain a display, depiction, or image of any cannabis accessory or device used to consume cannabis.

(ah) Any signs located on the property of any cannabis business that do not conform with these regulations shall be removed by the business within thirty (30) days of the date written notice is provided by the City regarding the violation.

The Planning Commission heard the Variance application at their September 2, 2021 meeting. The Planning Commission unanimously denied the Variance application. On September 10, 2021 the applicant filed an appeal of the Planning Commissions' decision. At the October 26, 2021 Council meeting Council heard the appeal and voted to continue the item to allow the applicant to revise their sign

design.

Project Request

Prefect Union applied for a Variance to request a deviation from Turlock Municipal Code Section 9-2-518(b)(6)(iv)(ac) which limits standalone cannabis operations to one wall sign and does not allow a standalone monument sign. In the original application two design options were presented. The applicant has now revised their design and are proposing a 6' tall 6' wide monument sign located outside the existing front fencing within the public right-of-way. This option would also require a deviation from TMC 9-2-512(b)(2) which requires monument signs to maintain a minimum 5' front yard setback. If approved an encroachment agreement would be required before the sign could be installed within the public right-of-way. The applicant added decorative stone veneer to the base of the sign and has changed the face of the sign to display the business name and address only.

Findings

TMC 9-2-515(e) grants the Planning Commission the authority to grant a variance to the provisions of the Sign Ordinance that pertain to height, location, sign area, shape, projection, clearance, duration, sign type and number of signs.

The findings for a Variance from the Sign Ordinance require the Planning Commission to determine that there are unique or special circumstances that apply to the property which do not apply to other properties in the same zoning district that make a strict application of the Municipal Code Standards a practical difficulty or hardship for the property and that granting the variance is necessary for the preservation and enjoyment of a substantial property right other properties in the same zoning district have. The seven findings the Planning Commission considered when evaluating the proposed Variance and the findings the Council must consider are listed below:

- (1) The proposed sign and/or comprehensive sign program substantially complies with the requirements of this section with the exception of the variance requested.
- (2) Granting a variance will not be materially detrimental to the public welfare or property or improvements in the vicinity or district where the property is located.
- (3) The strict application of the sign regulations would result in practical difficulties or unnecessary hardship inconsistent with the general purposes and intent of this article.
- (4) There are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings that do not apply generally to other property in the same zone and vicinity.
- (5) The variance is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in

the same zone and vicinity but which, because of the special circumstances and practical difficulties or unnecessary hardship, is denied to the property in question.

- (6) The requested signage is compatible with the surrounding environment and will not adversely affect adjacent properties, property owners, and/or tenants. Compatibility will be determined by the relationships of the elements of form, proportion, scale, color, materials, surface treatment, overall sign size and the size and style of letter.
- (7) The granting of the variance does not grant a special privilege inconsistent with the limitations on other properties in the same district.

In considering the Variance request Council must determine all of the above findings can be made in order to grant the Variance request.

Planning Commission Report

The staff report presented to the Planning Commission recommended the Planning Commission approve Option 1, the 6' tall monument sign, with conditions added to the resolution to limit the sign to the business name "Perfect Union" only and require a decorative treatment such as rock or brick be added to the base of the sign. Staff provided the following analysis for the Planning Commission's consideration.

Analysis

The building at 2500 N. Golden State Boulevard is setback approximately 113' from Golden State Boulevard. The minimum front yard setback in the CC zoning District is 10'. The speed limit on Golden State Boulevard in front of the business is 50 miles per hour and the driveway entrance into the property is adjacent to the merge lane. The



applicant has stated they have received multiple complaints from customers that they cannot find the business or pass the entrance to the business because of the lack of signage.

Turlock Municipal Code 9-2-504 describes the purpose and intent of the Sign Ordinance as follows:

The purpose of this article is to create a comprehensive and balanced system of sign regulation which will facilitate communication and simultaneously serve various public interests, including but not limited to safety and community aesthetics. It is the intent of this title to authorize the use of signs which:

- (a) Promote commerce.
- (b) Protect freedom of speech.
- (c) Provide for fair and equal treatment of sign users.
- (d) Encourage a desirable urban character consistent with the General Plan.
- (e) Preserve and improve the appearance of the City as a place to live, work and visit.
- (f) Do not interfere with vehicular traffic and the safety of drivers, passengers and pedestrians.

A standalone retail establishment less than 25,000 square feet in size would be allowed a standalone monument sign with a maximum sign band vertical distance of 4'.

Planning Commission Hearing

The Planning Commission heard the Variance request at their September 2, 2021 meeting. The applicant explained that the distance of the building from the roadway, the speed limit in the area, and the merge lane made it difficult for their customers to find them and that a monument sign would provide the visibility needed for customers to easily find them.

During the public hearing the Planning Commissioners expressed concern that the applicant was not currently complying with the sign ordinance due to the banners hung on the fence and the large floral mural painted on the front of the building. The Planning Commission specifically questioned the flower painted on the building noting that the ordinance prohibits a sign that depicts an image of cannabis. Staff and the applicant explained that the image was a fleur de lis and not an image of a cannabis plant or flower. Additionally, staff explained that the sign ordinance does allow painted murals or signs as long as they comply with the sign standards. Additional discussion by the Planning Commissioners included potential alternatives to the proposed monument sign such as a low-profile directional sign at the driveway entrance.

The Planning Commission discussed that the reasons behind why they initiated an Ordinance Amendment to establish cannabis sign regulations were still valid and necessary. The Planning Commission initiated the ordinance amendment to establish cannabis sign regulations to ensure cannabis signs were limited and discreet to help protect the health and welfare of underage and other sensitive groups by limiting signage and advertising. Throughout the Development Agreement and Conditional Use Permit process many cannabis businesses told the Planning Commission they had a limited need for signage due to other methods of advertising. The Commission expressed that they felt the cannabis sign ordinance was still adequate and necessary and felt that granting the variance would be granting a special privilege. The Planning Commission stated that although the building was setback from the roadway the building and the wall sign were visible to the roadway. The Planning Commission found the Variance findings could not be made and therefore voted unanimously to deny the variance request.

Appeal

On September 10, 2021 the applicant filed an appeal of the Planning Commission's decision to deny the Variance. The applicant stated the Planning Commission erred in their decision because they stated they did not approve the variance because they did not want to set a precedent for other cannabis businesses. One of the comments the Commission made was they did not want to set a precedent of deviating from the adopted Municipal Code as they felt the standards were adopted to further a substantial government interest in protecting the health, safety, and welfare of underage and other sensitive groups and these standards should not be deviated from. Furthermore, the Planning Commission determined there were not special circumstances applicable to the property which were creating practical difficulties or unnecessary hardships which warranted granting the requested variance.

4. BASIS FOR RECOMMENDATION:

Any action or decision of the Planning Commission may be appealed to the City Council by filing a notice of appeal with the City Clerk within 10-days of the Planning Commission decision. At the September 2, 2021 public hearing the Planning Commissioners voted unanimously to deny Variance 2021-01. On September 10, 2021, the City Clerk received Perfect Union's application appealing the Planning Commission's decision.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

6. STAFF RECOMMENDATION: Staff recommends the City Council uphold the Planning Commission's decision to deny the variance.

7. CITY MANAGER'S COMMENTS:

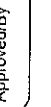
Recommends upholding the Planning Commission's decision.

8. ENVIRONMENTAL DETERMINATION:

The project is Exempt pursuant to CEQA Guidelines Section 15311 (Accessory Structures) involving the construction, or replacement of minor structures accessory to existing commercial, industrial, or institutional facilities.

9. ALTERNATIVES:

- A.** The City Council may determine all of the findings established in Turlock Municipal Code Section 9-2-515(e) can be made and choose overturn the Planning Commissions' decision and grant Variance 2021-01.



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF DENYING THE APPEAL }
AND AFFIRMING THE PLANNING COMMISSION }
DECISION DENYING VARIANCE 2021-01 }
(PERFECT UNION) AT 2500 N. GOLDEN STATE }
BOULEVARD }**

RESOLUTION NO. 2021-

WHEREAS, David Spradlin submitted an application requesting a Variance from the standards established in Turlock Municipal Code (TMC) Section 9-2-518(b)(6)(iv)(ac) which limits cannabis signs to only display the business's name and prohibits standalone monument signs for commercial cannabis uses.; and

WHEREAS, the property affected by this Resolution is located at 2500 N. Golden State Boulevard (APN: 088-007-025); and

WHEREAS, the property affected by this Resolution is zoned Community Commercial (CC) with a Community Commercial (CC) General Plan land use designation; and

WHEREAS, the property is located within the Northwest Triangle Specific Plan area; and

WHEREAS, Turlock Municipal Code section 9-5-613 requires Planning Commission approval of a Variance to deviate from the adopted sign standards; and

WHEREAS, Section 15311 (Accessory Structures) of the CEQA Guidelines categorically exempts projects involving the construction, or replacement of minor structures accessory to existing commercial, industrial, or institutional facilities; and

WHEREAS, the Planning Commission considered the variance application on September 2, 2021 and by a unanimous 5-0 vote, denied Variance 2021-01; and

WHEREAS, Turlock Municipal Code section 9-5-130 allows any action of the Planning Commission to be appealed to the City Council in accordance with the provisions of Chapter 1-4 of the Municipal Code; and

WHEREAS, on September 10, 2021 the Turlock City Clerk received an application appealing the Planning Commission decision denying Variance 2021-01; and

WHEREAS, in making its decision, the City Council considered the CEQA determination, the public testimony, the evidence in the record, and the findings for approval; and

WHEREAS, after a public hearing held on January 11, 2022, the City of Turlock City Council found and determined as follows:

Section 1. The proposed project is “Categorically Exempt” from the provisions of the California Environmental Quality Act (CEQA) under the CEQA Guidelines Section 15311 [Accessory Structures].

Section 2. That the project does not meet all of the findings for granting of a Variance as follows:

1. The proposed sign and/or comprehensive sign program **DOES NOT** substantially comply with the requirements of this section with the exception of the variance requested.
2. Granting a variance **WILL** be materially detrimental to the public welfare or property or improvements in the vicinity or district where the property is located.
3. The strict application of the sign regulations **WOULD NOT** result in practical difficulties or unnecessary hardship inconsistent with the general purposes and intent of this article.
4. There are **NO** special circumstances applicable to the subject property such as size, shape, topography, location or surroundings that do not apply generally to other property in the same zone and vicinity.
5. The variance is **NOT** necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the same zone and vicinity but which, because of the special circumstances and practical difficulties or unnecessary hardship, is denied to the property in question.
6. The requested signage is **NOT** compatible with the surrounding environment and **WILL** adversely affect adjacent properties, property owners, and/or tenants. Compatibility will be determined by the relationships of the elements of form, proportion, scale, color, materials, surface treatment, overall sign size and the size and style of letter.
7. The granting of the variance **DOES** grant a special privilege inconsistent with the limitations on other properties in the same district.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock upholds and affirms the September 2, 2021 Planning Commission decision denying Variance 2021-01 (Perfect Union).

Section 3. The Deputy Director of Development Services, or designee, is hereby directed to record this Resolution at the office of the County Recorder of the County of Stanislaus.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of January, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF GRANTING VARIANCE }
2021-01 (PEFECT UNION) AT 2500 N. GOLDEN }
STATE BOULEVARD }**

WHEREAS, David Spradlin submitted an application requesting a Variance from the standards established in Turlock Municipal Code (TMC) Section 9-2-18(b)(6)(iv)(ac) which limits cannabis signs to only display the business's name and prohibits standalone monument signs for commercial cannabis uses.; and

WHEREAS, the proposed Sign deviates from the standards contained within the Turlock Sign Ordinance; and

WHEREAS, the City Council approves a 6' tall by 6' wide monument sign located outside of the front yard fencing; and

WHEREAS, an encroachment agreement is required prior to the installation of the sign; and

WHEREAS, the property affected by this Resolution is located at 2500 N. Golden State Boulevard (APN: 088-007-025); and

WHEREAS, the property affected by this Resolution is zoned Community Commercial (CC) with a Community Commercial (CC) General Plan land use designation; and

WHEREAS, the property is located within the Northwest Triangle Specific Plan area; and

WHEREAS, Turlock Municipal Code section 9-5-613 requires Planning Commission approval of a Variance; and

WHEREAS, the Planning Commission considered the variance application on September 2, 2021 and by a unanimous 5-0 vote, denied Variance 2021-01; and

WHEREAS, Turlock Municipal Code section 9-5-130 allows any action of the Planning Commission to be appealed to the City Council in accordance with the provisions of Chapter 1-4 of the Municipal Code; and

WHEREAS, on September 10, 2021 the Turlock City Clerk received an application appealing the Planning Commission decision denying Variance 2021-01; and

WHEREAS, Section 15311 (Accessory Structures) of the CEQA Guidelines categorically exempts projects involving the construction, or replacement of minor structures accessory to existing commercial, industrial, or institutional facilities; and

WHEREAS, in making its decision, the City Council considered the CEQA determination, the public testimony, the evidence in the record, and the findings for approval; and

WHEREAS, after a public hearing held on January 11, 2022, the City Council found and determined as follows:

Section 1. The proposed project is "Categorically Exempt" from the provisions of the California Environmental Quality Act (CEQA) under the CEQA Guidelines Section 15311 [Accessory Structures].

Section 2. That the project meets all of the findings for granting of a Variance as follows:

- (1) That there are exceptional or extraordinary circumstances or conditions applying to the property or the intended use, which do not apply to other properties or uses in the same district;
- (2) That, due to these exceptional or extraordinary circumstances, the literal enforcement of the provisions of this article would result in a practical difficulty or unnecessary hardship;
- (3) That a variance is necessary for the preservation of a substantial property right possessed by other properties in the same district;
- (4) That the granting of a variance will not be materially detrimental to the public welfare, injurious to property or improvements in the vicinity or district where the property is located;
- (5) That granting a variance will not constitute a special privilege inconsistent with the limitations on other properties classified in the same zoning district;
- (6) That granting a variance will be in harmony with the general purpose and intent of the provisions of this article and the General Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock that Variance 2021-01 (Perfect Union) is hereby granted subject to compliance with all applicable codes and ordinances, subject to the terms and conditions set forth below. All conditions listed below shall be complied with prior to issuance of a building permit, or equivalent, unless otherwise stipulated.

Planning Division (668-5640)

1. This resolution authorizes a variance from the standards established at TMC§9-2-518(b)(6)(iv)(ac) which prohibits standalone monument signs for commercial cannabis uses, and allows one 6' tall 6' wide monument sign. The sign shall be externally illuminated and shall have a decorative base of rock or brick to match the building. The sign is also permitted within the public right of way.

2. The sign shall be limited to the business name, "Perfect Union" and the address only.
3. Minor amendments to the site layout, building design, and other conditions contained within this approval may be authorized by the Director of Development Services on a case-by-case basis, provided that such amendments are consistent with the overall intent and purpose of the conditions contained herein.
4. Pursuant to Turlock Municipal Code this authorization shall expire one (1) year from the date of approval, if construction has not begun or the use commenced. If requested prior to the date of expiration, the minor administrative approval may be extended upon a finding of good cause when the applicant presents proof of unusual conditions not of his own making.
5. The project shall be developed consistent with the standards and uses established for the Community Commercial (CC) zoning district, the Northwest Triangle Specific Plan, Turlock Municipal Code, and the adopted design guidelines.
6. The project shall be developed in accordance with the site plans submitted to the City of Turlock Planning Division, except as amended herein (Attachment 1).
7. In the event the city determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the city, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the city should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails on every issue in the enforcement proceeding.

Building & Safety Division (668-5560)

8. A building permit is required for the installation of the monument sign.
9. Electrical and structural details and calculations are required to be submitted as part of the building permit.
10. Plans shall be prepared by a California licensed professional and submitted electronically.
11. Plans shall be designed to the current California Codes.

Fire Services (668-5570)

12. The project shall comply with the current California Fire Code, National Fire Code (NFPA), California Mechanical Code, and the City of Turlock Municipal Code. THIS IS NOT A PLAN REVIEW. Additional requirements may be applicable upon Fire Department review of building plans.

Engineering Division (668-5520)

13. The Developer shall submit and erosion and sediment control plan (ESCP) worksheet and incorporate all post construction BMPs necessary to comply with the Phase II MS4 General Permit issued by the State Water Resources Control Board to the City of Turlock.
14. Developer shall place the monument sign completely out of the City right of way so that no part of the sign overhangs the City right of way. If the sign is within the right of way an encroachment agreement must be executed prior to the installation of the sign.
15. Monument signs shall be behind the 15' clear vision triangle from driveways per City Code requirements.

Section 3. The Deputy Director of Development Services, or designee, is hereby directed to record this Resolution at the office of the County Recorder of the County of Stanislaus.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of January, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

January 11, 2022



From: Isaac Moreno, Finance Director
Prepared by: Isaac Moreno, Finance Director
Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Authorize Interim City Manager to execute service agreement with Performance on Purpose, LLC for city Mental Well-being Program by performing training and coaching

Resolution: Approving a Service Agreement between the City of Turlock and Performance on Purpose, LLC for Mental Wellbeing Program and appropriating \$417,994 from Fund 119 (American Rescue Plan Act (ARPA)) Unassigned Reserve to Expense Account Number 119-10-188.43060_046 "Contract Services Mental Wellbeing"

2. SYNOPSIS:

Authorizing the execution of a Service Agreement (Exhibit B) between the City of Turlock and Performance on Purpose, LLC in an amount not to exceed \$417,994 for the Business Development and Assistance Program from Fund 119 (American Rescue Plan Act (ARPA)) and appropriating these funds to Expense Account Number 119-10-188.43060_046 "Contract Services Mental Wellbeing"

3. DISCUSSION OF ISSUE:

During the October 26, 2021 Council meeting staff was directed to prepare a Request for Proposals (RFP) for a Mental Wellbeing Program. The scope of work provided for this request was as follows:

- ❖ Live, in person retreat for leadership team in the first and second year.
- ❖ Private, confidential, professional coaching and leadership development for expanded leadership team.
- ❖ Professional coaching opportunities and training for all staff of the City of Turlock.
- ❖ Additional resources to support the wellbeing and development of all City of Turlock staff (job aides, handouts, digital or on-demand resources, etc.).

- ❖ Measurable metrics and data to provide evaluation of the efficacy and success of the program and investment dollars.
- ❖ Regular and ongoing communication between contractor and appointed contact on the City of Turlock side.
- ❖ Equipped to conduct evaluation and data collection providing regular progress reports with statistically significant metrics in the form of assessments, 360 profiles, surveys, etc.
- ❖ Not required, but desired: Digital and/or on-demand resources for staff members.

Evaluation Metrics and Criteria/Outcome Standards

Outcome targets should ideally include:

- ❖ A successful completion of a full-scale performance coaching and training program for all City of Turlock staff members (estimated 300 persons).
- ❖ Improved quality of life and work/life balance.
- ❖ Improved wellbeing (physical, mental, emotional, spiritual).
- ❖ Decreased stress and increased resilience and agility.
- ❖ Greater sense of purpose.

Stretch goals include:

- ❖ Decreased turnover and increased recruiting power.
- ❖ Increased engagement and employee satisfaction.

Evaluation goals include:

- ❖ Contractor should be equipped to conduct evaluation and data collection, providing regular progress reports with statistically significant metrics in the form of assessments, 360 profiles, surveys, etc.
- ❖ A detailed report at the 6th, 12th, and 24th month mark will be submitted to the City of Turlock with metrics to evaluate the success of the program.

Prior to the RFP close on December 17, 2021 at 3:00 PM the City received three proposals. The organizations and proposal cost are as follows:

<u>Company</u>	<u>Cost</u>
Performance on Purpose, LLC	\$ 417,994
California Creative Solutions, Inc.	\$ 293,235
ViDL Solutions	\$ 197,700

From these proposals, Staff recommends Performance on Purpose, LLC to implement the city's Mental Wellbeing Program. This proposal outlines a strong strategy that focuses on creating sustainable, high performance through deep, inspiring learning and coaching experience. In addition, this contractor utilizes the

latest science and research in human performance to help employees at any level move through life full of meaning and high performance.

4. BASIS FOR RECOMMENDATION:

- A. Council's authorization is needed to allocate American Rescue Plan Act funds to the Mental Well-being Program and execute a Service Agreement (Exhibit B).

5. FISCAL IMPACT / BUDGET AMENDMENT:

If adopted, the budget amendment will reflect \$417,994 appropriated from Fund 119 (ARPA funds) unassigned reserve to Expense Account Number 119-10-188.43060_046 "Contract Services Mental Wellbeing"

6. STAFF RECOMMENDATION:

Staff recommends executing the Independent Contractor Service Agreement with Performance on Purpose, LLC and utilizing American Rescue Plan Act funds as a funding source in the amount of Four Hundred Seventeen Thousand Nine Hundred and Ninety-Four Dollars (\$417,994) to implement a Mental Wellbeing Program

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Not appropriate funds for a Mental Wellbeing Program. This is not recommended, as this program will promote good mental health for the City of Turlock employees.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A SERVICE }
AGREEMENT BETWEEN THE CITY OF }
TURLOCK AND PERFORMANCE ON }
PURPOSE LLC FOR MENTAL WELLBEING }
PROGRAM AND APPROPRIATING }
\$417,994 FROM FUND 119 (AMERICAN }
RESCUE PLAN ACT (ARPA)) UNASSIGNED }
RESERVE TO EXPENSE ACCOUNT NUMBER }
119-10-118.43060_046 "CONTRACT SERVICES }
MENTAL WELLBEING" }

RESOLUTION NO. 2022-

WHEREAS, during the October 26, 2021 Council meeting staff was directed to prepare a Request for Proposals (RFP) for a Mental Wellbeing Program for all City of Turlock staff; and

WHEREAS, the City of Turlock received three proposals by December 17, 2021, reviewed the three proposals, and makes a recommendation to enter into a professional service agreement with Performance on Purpose, LLC, whom staff believes to be the most qualified applicant; and

WHEREAS, the Mental Wellbeing Program is an eligible use of American Rescue Plan Act (ARPA) funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve entering into a service agreement with Performance on Purpose, LLC for mental wellbeing services for City of Turlock staff (Exhibit B) and appropriating \$417,994 from Fund 119 (ARPA funds) unassigned reserve to Expense Account Number 119-10-118.43060_046 "Contract Services Mental Wellbeing".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of January, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
PERFORMANCE ON PURPOSE, LLC
for
MENTAL WELL-BEING SERVICES**

THIS SERVICE AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and Performance on Purpose, LLC, a Training and Coaching ("Professional"), on this 11th day of January 2022 (the "Effective Date"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the Mental Well-Being Employee Program (the "Project").

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

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

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

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

AGREEMENT

1. **Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 52 of this Agreement, Sections 1 through 52 shall prevail.

2. **Term.** The term of this Agreement shall be two (2) years and will commence on the Effective Date and terminate on the 11th day of January, 2024 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. **Extension of Agreement.** City may elect to extend this Agreement for two (2) additional one (1) year terms, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager to Professional thirty (30) days prior to the expiration of this Agreement.

4. **Effective Date.** This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

5. **Work.**

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

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

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

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

to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

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

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed Four Hundred Seventeen Thousand Nine Hundred Ninety-Four Dollars (\$417,994.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

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

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

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

8. Time of Performance. Professional warrants that it will commence performance of the Services within five (5) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. Professional shall, at its sole cost and expense, furnish all facilities, equipment, materials, information, personnel and administrative assistance which may be required to perform its obligations under this Agreement.

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

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

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

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

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

12.3. No Waiver of Claims. The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or

approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

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

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

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

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

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

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

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

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

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

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

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

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

information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

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

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

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

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

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

20. Termination of Work by City for Its Convenience. City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional.

In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

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

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

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

21. Assurance of Performance. If, at any time, City believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

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 Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.4. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions

must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.5. Commercial Automobile Liability. Professional 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.

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

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

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

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

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

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

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

If to City: City of Turlock
Attn: 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 95353

If to Professional: Performance on Purpose, LLC
Attn: Lauren Hodges, Co-Founder
Email: lauren@performance-on-purpose.com
473 Royal Palm Court
Satellite Beach, FL 32937

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

City of Turlock
Attn: 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. 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.

36. 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.

37. 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.

38. 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.

39. 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.

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

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

42. 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.

43. 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.

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

45. 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.

46. 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.

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

48. 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.

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

50. 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.

51. 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.

52. 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.

PROFESSIONAL

Performance on Purpose, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

CITY

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

By: _____
Sarah Tamey Eddy, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Isaac Moreno, Finance Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, Interim City Clerk



Exhibit A

Section B: Methodology

IMPLEMENTATION PLAN

This multi-tiered effort to improve the health and mental well-being of the City of Turlock team will be multifaceted, dynamic and delivered in phases. Our proposal below is an example of how to scale live and virtual training programs, coaching and sustainability solutions across all City of Turlock employees to maximize full employee potential and well-being, fuel higher performance and inspire purposeful living at all levels of work. Building on 40 years of research in human performance and a combined 30 years of direct experience in the field, we know that a company centered around wellbeing and sustainable company performance begins with leadership. Services will scale depending on the type of employee we will “touch,” with leadership being the most “high touch” of the team. ***Change starts at the top, so this is highly recommended as our approach.***

A list of services is as follows:

Live Training & Assessments

- *Live, in-person retreat (All Leadership):* In both years 1 and 2, POP will provide a 1-2-day, onsite retreat for all leadership (+/- 30 pp) with a full-scale 360 assessment administered both years to measure meaningful change. This program will be the delivery of our Performance program which focuses on energy management and well-being (helping your team create alignment of our physical, mental, emotional, and spiritual well-being to maximize our performance both at work and at home, where it matters most). We'll provide a comprehensive 360 assessment, workbooks, “swag” including water bottles, t-shirts, workbooks, journals, a dynaband, and massage ball.

What's required of participants? A block of 1-2 days of their time (we recommend 2 day programs for the most insight and best experience); 360 profile completed ahead of time; possibly biometric screening; time and energy throughout the year-long coaching process (and into year 2); willingness to be open to improving performance in any area of life and to learn and improve in leadership capability.

- *360 Performance Inventory (All Leadership)* Note: The 360 Performance Inventory is a short survey that should take no more than 30 minutes which includes a few open-ended questions. We also ask participants to send that survey to their peers (direct reports, spouses/partners, age-appropriate children, supervisor, etc.) for a more in-depth, “real” look at how they are showing up.



What's required of participants? We will require participants to complete the 360 Performance Inventory ahead of the live in-person session. They will retake assessment in second year to measure change.

- ***Biometric Screenings (All Employees - Subcontracted):*** We firmly believe in a whole-human approach to health, well-being and the performance of your team. We highly recommend offering an onsite biometric screening day(s) for all City of Turlock staff members. We want to work with your existing health insurance carrier as best as possible to subcontract with [Dr. Veerapa](#) and his staff to host an onsite biometric screening day and offer the opportunity for all City employees to gain insight into their physical health metrics, including blood pressure, cholesterol, glucose levels, weight, and body fat percentage. These metrics can be interpreted and delivered by Dr. Veerapa and unpacked with our performance coaches in provided coaching blocks. *Our coaches are not licensed medical practitioners, however they are equipped with the knowledge to help design lifestyle solutions to solve for many chronic disease risk factors.* We'll work alongside Dr. Veerapa and his staff to design solutions for any employees who participate, and cross-promote to encourage employees to better manage their physical health. We'll request a "retake" of this screening at the end of the program to measure meaningful change. We can consider collecting anonymous data with permission of participants for richer data.



Performance Coaching

What is Performance Coaching?

Performance coaching is a powerful sustainability tool that supports lasting behavior change no matter the goal. This type of coaching is unique because it is multidimensional. Coaches help their clients:

- Design to help individuals build awareness of their current behaviors and beliefs
- Interpret their biometric screening results and strategize on solutions to improve physical health through lifestyle changes
- Help realign their behaviors with their personal and organizational purpose
- Identify goals and the next small steps to achieve those goals
- Track success of these goals and troubleshoot/course correct when needed
- Help them thrive both personally and professionally.

Think of performance coaches as a combination of leadership/executive coach, personal trainer/nutrition coach, stress management, change management, people-issues expert all in one high performance, professional, confidential atmosphere. In year two, leadership coaching will move to a quarterly meeting basis as a “check-in”.

- ***Executive 1:1 Performance Coaching (All Leadership):*** Each senior leader (estimating 10 individuals) will be assigned a performance coach for the duration of the two year-long program. These would be offered 10 total coaching sessions throughout the 2 years (estimating 10 months of coaching per year with monthly calls). The remaining estimated 20 leaders will be offered 10 total coaching sessions throughout the 2 years. Coaches will review the 360 results and work with the individual in confidential, 1:1 weekly or bi-weekly meetings throughout the year. Though we usually recommend weekly calls for the greatest amount of touchpoints, given the high financial investment of private performance coaching, we recommend scaling back to monthly calls to save on cost.

What's required of participants: Ongoing commitment to coaching for a full year. Senior leadership will commit to six months of weekly or bimonthly calls; leadership will commit to three sessions each in year one and also year two (six total), and the rest of staff will not be committed to coaching but will be offered the chance to receive coaching on a voluntary, first-come-first-serve basis. Leadership is the most committed to ensure they continue on a path to full engagement in their personal and professional lives.

- ***Performance Coaching Blocks (All Employees):*** Private, 30-45 minute coaching calls will be open to all City staff on a first-come, first-serve basis. These one-to-one coaching calls will provide staff a safe, confidential place to work through their individual wellness and performance goals. Coaching blocks are



voluntary for staff and are self-directed coaching programs designed so that the onus is on the staff member to continue working on their goals and scheduling follow-up coaching calls as desired. The calls will be set up via an “office hour” style using a scheduling software called [Calendly](#) and the City of Turlock will have their own personal coaching calendars for each coach they select. POP will open a predetermined number of hours per week of coaching hours to accommodate varying schedules. Office hours will accommodate the PST time zone. We will work together to determine the correct number of performance coaches who will be assigned these coaching calls. Please note that we must pay our coaches to block their times for these coaching blocks specifically dedicated toward City of Turlock staff regardless of whether staff books the time. Thus, it's important to work together to determine how many hours of coaching would work best, and work together to ensure the coaching blocks are promoted and used. Our Client Strategist will work with the appropriate City of Turlock staff member to promote this coaching program across the organization to ensure maximum uptake.

What's required of participants: Nothing if they do not want to participate. This is meant to be voluntary in nature and used as needed. We will highly encourage usage of this resource through our marcomm strategy.



Virtual Programs

- *Virtual programs (Leadership):* To continue building momentum, we'll host 3 virtual "check-in" programs for both years, diving deeper into new topics around health and high performance for the leadership team. These virtual programs are 60-90 minutes in length. We'll use this time to also check in on coaching, troubleshoot any roadblocks surfacing in the process, and use the time to brainstorm solutions. However consider these times as new learning experiences around different health and human performance topics as well as a quick leadership group check in.

- *Virtual programs (All Employees):* Because staff will not receive live, in-person training, we will deliver the same or similar topics to the City of Turlock staff throughout the 2 year initiative through a virtual program series ranging in topics every other month or quarterly depending on your scope and budget. Each program will focus on one aspect of health, well-being, and performance. Sample topics would be:
 - Foundations of Energy Management (recommended)
 - Foundations of Stress and Resilience (recommended)
 - Boundaries and Core Values: Protecting our Most Critical Asset
 - Nutrition 101
 - Exercise 101
 - Sleep 101
 - Defining Purpose, Mission, and Assignment
 - Strategic Recovery: A Mission Critical Asset
 - Emotional Curiosity (Emotional Intelligence)
 - The Happiness Factor
 - Meditation and Mindfulness: Mental Well-being Strategies to Quiet the Mind and Improve Focus and Presence
 - Managing Change
 - R.E.A.L. Connections (Inclusion Excellence, Unconscious Bias)
 - The Refactor: Taking Action for Sustainable Behavior Change

What's required of participants: We would ask staff to attend these virtual programs every other month or quarterly, however we recommend retaining these as voluntary in nature. We recommend this because anything that is required is often perceived as negative or as a "mandatory training." We want to inspire and motivate people to make meaningful changes in their lives and see these resources as the tools they need to get there. Therefore, offering them as voluntary promotes that perception. Our Client Strategist can work with you to



promote these programs and/or promote and share recordings of these sessions to ensure maximal usage and participation.



Sustainability Services

- **Agility Digital Course:** All staff and their families will have access to our mobile-friendly, digital course, Agility. Agility is more than a resilience course – this digital on-demand resource will help you build awareness of how stress shows up in your life and identify tangible action steps to improve these skills. [Here](#) is a course preview. Agility Digital Course will be offered as a resource to all City of Turlock employees as an annual (12-month) licensure agreement. In addition, POP will offer complimentary access to all family members of City employees as well without charge. Please note that we are currently expanding our digital course offerings over the next year - should we release a new course, we will provide the City of Turlock access to that second course without charge.

What's required of participants: Nothing - this is a voluntary tool they can watch anywhere, any time, and share with others. We do encourage leadership and management to show these episodes at staff meetings, etc. to both promote the resource and share the tools with others.

- **Microlearnings (All employees):** Throughout the program, our coaches will produce and send out short, action-focused microlearnings in the form of videos with a call to action in each learning. These “microlearnings” will include one short new learning (e.g., “Did you know...”) followed by a call to action (e.g., “Try this...”) to address all areas of health and well-being. These microlearnings are designed to help our coaches and facilitators keep in touch with your team and help them stay motivated and aligned with their goals. They're also designed to be short and delivered “at the moment of need,” meaning easily accessible to learners and not requiring a lot of their time or energy. Our Client Strategist will work with your City staff member to design and deliver.

What's required of participants: Nothing - these are short, easy to consume, and meant to inspire and connect.

- **Additional Sustainability Materials:** We will provide the City of Turlock POC with job aides, manager guides, and other sustainability resources designed to help push the initiative internally and build lasting change within teams. These resources include newsletters, guides, and handouts as well as our digital solution.

What's required of participants: We provide the resources - it's your team's responsibility to use them and distribute them. Word of mouth is historically “king” when it comes to lasting behavior change. The more your management and



leaders are talking about this program and using its language and resources, the more likely your entire employee base will use it as well.



Strategy for Marketing/Communications/Data Collection

- **Metrics & Data:** No one can argue with their own data - this is why we believe data collection in an initiative of this scope is critical. We will be collecting data throughout the multi-year campaign. Included in this data collection is:
 - 360 Performance Inventory (private for leaders). We can aggregate and present that data anonymously if leadership agree to it (the quantitative and qualitative portions)
 - Post-program surveys
 - Coaches for all 1:1 participants collect Performance Inventory “short” assessments (quantitative only, no peer responses) and we aggregate and present pre-post anonymous data. *We do not collect data on coaching blocks as the data is too scattered and unreliable given its voluntary nature.*
 - **Reports at the 6th, 12th, and 24th month mark to evaluate the success of the program.**
- **Marcomm Campaign - Client Strategist:** Through the duration of the 2 year contract, we will engage Summer Mattice, our Director of Client Strategy, to walk alongside your dedicated City of Turlock project manager/point of contact to guide the marketing and communication strategy behind this initiative and ensure all aspects of the initiative are working together as smoothly as possible. Her services include:
 - Engagement of staff in ongoing support tools, resources, and coaching
 - Consulting on the creation of signage, marketing, communications, emails, both internally and public-facing, regarding the program, its benefits, and its return on investment. Note: City of Turlock will implement suggestions to save on cost in invested hours from dedicated Client Strategy Partner - she will provide recommendations, and the City of Turlock POC will move on those recommendations.
 - Updates and reporting regarding ongoing data collection at predetermined check-in points through the process.
 - Weekly/bi-monthly check-ins as requested and agreed upon.
 - Coordination of coaching blocks, liaison between coaches, metrics collection and vendors, and City of Turlock POC.
 - Provide creative, innovative solutions for cost-effective marketing and engagement strategies.
 - Quarterly check-ins with both Summer and Lauren, owner of POP, to review reports and alter initiative as-needed.



Sample 2-Year Initiative Model

Executive Leadership

2-day Performance in-person retreat x 2 (Year 1, Year 2)

Executive performance coaching x 6 months, then quarterly (Year 1 and 2)

Virtual 90-min program x 6 (Year 1 and 2)

Bio screenings pre-and-post retreat

5-10 employees

Leadership

2-day in-person retreat x 2 (Year 1, Year 2)

Executive performance coaching x quarterly (Year 1 and 2)

Virtual 90-min program x 6 (Year 1 and 2)

Bio screenings pre-and-post retreat

10-20 employees

All Employees

90-min Virtual Programs x 6

Microlearnings x 12

Weekly performance coaching blocks

Optional pre-and-post bio screenings day

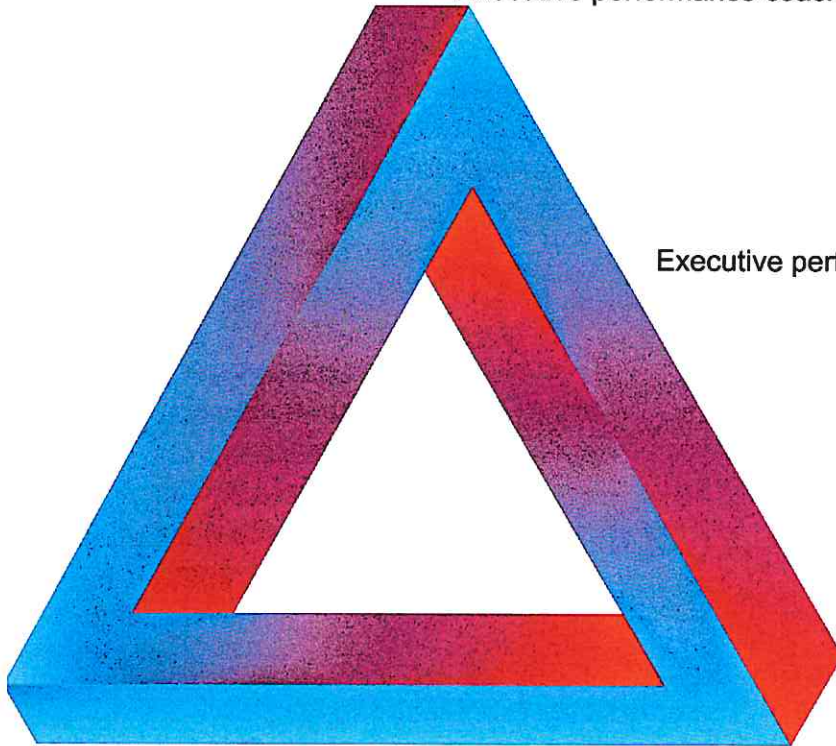
Digital Course Access x 2 year license

Strategy Initiative: Signage,

all-hands calls, marketing campaigns,

sustainability resources, metrics collection, etc.

250+ employees





City Council Staff Report

January 11, 2022

From: Sarah Eddy, Interim City Manager

Prepared by: Sarah Eddy, Interim City Manager

Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting and consenting to the Interim City Manager's appointment of Jason Hedden to the position of Chief of Police for the City of Turlock Police Department, effective February 16, 2022, and approving an Employment Agreement

2. SYNOPSIS:

The Police Chief position became vacant upon the retirement of former Chief of Police Nino C. Amirfar. Thereafter, the City commenced a recruitment for a successor Chief of Police. During the recruitment process, applicant Jason Hedden distinguished himself as the leading candidate.

Mr. Hedden is a Turlock resident and currently serves as the Interim Chief of Police for the City of Los Banos Police Department. Interim Chief Hedden's education includes a Master of Science degree from the University of San Diego, completion of the FBI National Academy, and a Bachelor of Science degree from California Coast University. Interim Chief Hedden has gained valuable experience serving as a law enforcement leader, and the City is excited to appoint him as the next City of Turlock Chief of Police.

3. DISCUSSION OF ISSUE:

Jason Hedden distinguished himself as the leading candidate during the recruitment for the next City of Turlock Chief of Police. The City has negotiated and prepared an Employment Agreement between the City and Mr. Hedden. The Employment Agreement provides for a start date of February 16, 2022, and places Mr. Hedden on Step 3 of the Police Chief salary schedule (Range 42.1). The Employment Agreement also provides Mr. Hedden with 2.5% of base salary for possession of a POST Management Certificate, and 2.5% of base salary for possession of a Master's Degree. Other terms and conditions of employment are detailed in the Employment Agreement.

Staff is requesting that the City Council accept and consent to the Interim City

Manager's appointment of Jason Hedden to the position of Chief of Police for the City of Turlock Police Department, effective February 16, 2022, and approve the related Employment Agreement.

4. BASIS FOR RECOMMENDATION:

A. Council action is required prior to the Interim City Manager's execution of the attached Employment Agreement.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The attached Employment Agreement sets forth the compensation and terms and conditions of employment. The related expenditure is allocated within the City's existing budget.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council could choose to deny staff's request. However, this alternative is not recommended as Jason Hedden distinguished himself as the leading candidate to serve as the next City of Turlock Chief of Police.

**CHIEF OF POLICE
EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF TURLOCK AND JASON HEDDEN**

This Employment Agreement ("Agreement") is hereby entered into by and between the City of Turlock ("City") and Jason Hedden ("Hedden" or "Employee").

WHEREAS, the City of Turlock desires to retain and employ Jason Hedden as the City's Chief of Police; and,

WHEREAS, this Employment Agreement sets forth the terms and conditions of employment.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Effective Date.** City hereby employs Jason Hedden as the Chief of Police effective on February 16, 2022.
2. **Acceptance.** Hedden accepts such employment pursuant to the terms set forth herein. Hedden agrees to perform the duties and discharge the responsibilities of Chief of Police, subject to general administrative direction of the City Manager, and perform such other duties and responsibilities as may be assigned by the City Manager.
3. **Term.** The initial term of this Agreement shall be for a period of five (5) years commencing on the effective date. The City and Employee agree to begin discussions of a possible extension of this Agreement at least six (6) months prior to the expiration. An extension is not mandatory and any failure of either party to discuss or agree to any extension shall not constitute a breach of this Agreement.
4. **At-Will.** The Chief of Police position is unrepresented and this Agreement provides for an at-will employment relationship that either party may terminate as set forth in Section 9, below.
5. **Compensation.** Employee shall receive compensation as follows:
 - a. **Base Salary.** Employee shall be placed on Step 3 of the Police Chief salary schedule (Range 42.1), which currently equates to a base salary of Fourteen Thousand, Seven Hundred and Ninety Dollars (\$14,790) per month. Employee shall be eligible for step advancement on the Police Chief salary schedule in accordance with City policy, and as reflected in Section 18 of the City's Personnel Rules "Performance Evaluation". Further, the Police Chief salary shall receive any future base salary increases that are provided to the Turlock Management Employees group.
 - b. **POST Management Certificate Pay.** Employee shall receive an additional two and one-half percent (2.5%) of the base salary for possession of a POST Management Certificate.

- c. **Master's Degree Pay.** Employee shall receive an additional two and one-half percent (2.5%) of the base salary for possession of a Master's Degree from an accredited college or university.
- 6. **Benefits.** Employee shall receive benefits as follows:
 - a. **Health and Welfare Benefits.** Employee shall be eligible to participate in the City's health and welfare benefits plan, and shall be subject to the same employee contribution amounts as applicable to the Turlock Management Employees group.
 - b. **Leave Entitlements.** Employee shall receive the same management leave, vacation, sick leave, bereavement leave, and holidays as applicable to the Turlock Management Employees group. However, the parties agree that the "40 hours of 'in-lieu' time off" traditionally provided to non-sworn employees and during the holidays (City Hall closure) period does not apply to the Chief of Police position.
 - i. The parties further agree that, in recognition of Employee's years of experience working in municipal law enforcement, he shall accrue vacation at the rate of fourteen (14) hours per month.
 - ii. At time of initial employment, the City agrees to provide employee with an initial bank of forty (40) hours of sick leave.
 - c. **Deferred Compensation.** Employee shall be eligible to participate in the City's deferred compensation program under the same terms provided to the Turlock Management Employees group.
 - d. **Retiree Health Savings Vantage Care Plan.** Employee shall be eligible to participate in the City's Retiree Health Savings Vantage Care Plan under the same terms provided to the Turlock Management Employees group.
 - e. **Life Insurance.** Employee shall receive the same life insurance benefits as provided to the Turlock Management Employees group.
 - f. **Long-Term Disability.** Employee is eligible for long-term disability benefits as applicable to the Turlock Management Employees group.
 - g. **Professional Development.** Employee shall be eligible for up to seven hundred dollars (\$700) per fiscal year for purposes of professional development. The terms of the professional development funds shall be administered in the same manner as applied to the Turlock Management Employees group.
 - h. **Uniform Allowance.** Employee shall receive the same uniform allowance provided to the Police Department command staff as set forth in the Turlock Management Association – Public Safety MOU.

- i. **CalPERS Participation.** In the event Employee qualifies as a “classic member” pursuant to CalPERS rules, he shall be enrolled in the “3%@50” safety employee retirement plan as applicable to City of Turlock sworn employees. Employee shall pay the 9% employee contribution amount. The parties understand and agree that determination regarding CalPERS retirement plan applicability is in the sole discretion of CalPERS and pursuant to applicable statutes.
7. **Cell Phone.** City agrees to provide Employee with a City-issued cell phone during the term of this Agreement.
8. **Automobile.** Due to the nature of the Chief of Police position, Employee shall be assigned a take home vehicle.
9. **Termination.** This Agreement may be terminated as follows:
 - a. **Termination by Mutual Consent.** – This Agreement may be changed, modified, or terminated by mutual written agreement of the City and Employee upon thirty (30) calendar days’ written prior notice.
 - b. **Termination by Employee.** – Notwithstanding any other provisions of this Agreement, Employee shall have the option to terminate this Agreement by providing the City with a written notice of resignation. This notice shall be provided no less than thirty (30) calendar days prior to said resignation date. The Employee and City may mutually agree to a resignation notice of less than thirty (30) calendar days.
 - c. **Termination For Cause.** – This Agreement and the services of Employee may be terminated by the City at any time for breach of any of the disciplinary grounds set forth in the City’s Personnel Rules and Regulations, the Turlock Police Department Policy Manual, and other applicable policies. The City shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon Employee by the City Manager. Employee shall then be entitled to a conference with the City Manager at which time he shall be given a reasonable opportunity to address the allegations. In the event the City Manager proceeds with the termination, Employee may request an appeal to the City Council.

Employee shall have the right, at his own expense, to have a representative of his choice at the conference with the City Manager and/or any appeal to the City Council. The appeal to the City Council shall be Employee’s exclusive right to any appeal or hearing otherwise required by law, rule, Municipal Code, or policy, and the decision of the City Council shall be final and binding. The parties agree that the procedures set forth herein conform to the requirements of the Public Safety Officers Procedural Bill of Rights Act (Government Code section 3304(c)).
 - d. **Termination Without Cause.** – In the event that Employee is terminated without cause, he shall receive a lump sum payment equivalent to eight (8) months of his then annual salary. Employee shall also be eligible to continue participating in the

City's health benefit plan, and subject to remitting of the monthly employee contribution, for a period up to eight (8) months. The lump sum payment and health benefit participation referenced herein shall be subject to Employee entering into a comprehensive waiver and release of all claims against the City, at the time of termination.

Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event Employee is convicted of a crime constituting "abuse of office," he shall reimburse the City for salary and monies to the fullest extent mandated by law (e.g., paid leave, criminal defense expenses, cash settlement, etc.). In the event of such conviction, the City shall make no payments barred by Government Code section 53243 et seq.

10. **General Provisions.**

- a. **Severability.** The terms of this Agreement are contractual and not a mere recital. Should any provision or part of any provision or application thereof be held invalid, the invalidity shall not affect any other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are declared to be severable.
- b. **Governing Law.** This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in the Stanislaus County Superior Court.
- c. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.
- d. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties. Any amendment, modifications or variations from the terms of this agreement shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the City Manager and Employee.

ON BEHALF OF THE CITY

Sarah Eddy, Interim City Manager

Date

EMPLOYEE

Jason Hedden

Date

APPROVED AS TO FORM

George A. Petrulakis, City Attorney

Date

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING AND }
CONSENTING TO THE INTERIM CITY }
MANAGER'S APPOINTMENT OF JASON }
HEDDEN TO THE POSITION OF CHIEF OF }
POLICE FOR THE CITY OF TURLOCK POLICE }
DEPARTMENT, EFFECTIVE FEBRUARY 16, }
2022, AND APPROVING AN EMPLOYMENT }
AGREEMENT }

RESOLUTION NO. 2022-

WHEREAS, the City of Turlock Chief of Police position became vacant upon the retirement of former Chief of Police Nino C. Amirfar; and

WHEREAS, the City of Turlock commenced a recruitment for a successor Chief of Police; and

WHEREAS, during the recruitment process applicant Jason Hedden distinguished himself as the leading candidate; and

WHEREAS, the City has negotiated and prepared an Employment Agreement between the City and Mr. Hedden.

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

1. The City Council hereby accepts and consents to the Interim City Manager's appointment of Jason Hedden to the position of Chief of Police for the City of Turlock Police Department, effective February 16, 2022.
2. The City Council approves the related Employment Agreement and authorizes the Interim City Manager to execute the Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of January, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Update

January 11, 2022



To: Mayor and Councilmembers

From: Sarah Tamey Eddy, Interim City Manager

Prepared by: Sarah Tamey Eddy, Interim City Manager

Re: Monthly Update- City Manager

National Opioids Settlement

As previously reported the Nationwide Opioids Settlement objective is to impose preventative measures in the fight against the opioid epidemic. These settlements will provide substantial funds to states and subdivisions for abatement of the Opioids epidemic across the country. The settlements will allow for a broad range of approved abatement uses by state and local governments.

The City submitted the proper documentation and registered to participate in this settlement on December 20, 2021. The original deadline to register was January 3, 2022, however, was extended to January 26, 2022.

Currently settlement negotiations are ongoing. We will continue to monitor and update the Council as new information is received.

Fire Chief

The City is working cooperatively with the Modesto Fire Department and Fire Chief Alan Ernst regarding the potential to provide Fire Chief services to the City, and we are informed that Chief Ernst has been in a dialogue with the Turlock Firefighters group regarding this potential opportunity related to Fire Chief services. Interim Fire Chief Botto has agreed to extend his term until a Fire Chief is in place.

City Clerk

Currently in the process of hiring.