

City Council Agenda



JULY 13, 2021

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

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

PERSONS WHO ATTEND THE MEETING ARE ASKED TO READ AND FOLLOW THE CURRENT STATE OF CALIFORNIA PUBLIC HEALTH GUIDANCE LISTING STATE-IMPOSED REQUIREMENTS FOR ATTENDING IN PERSON, AT:

www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/What-Will-June-15-Look-Like.pdf

AND AT:

www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx#June15guidance

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

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

OR

JOIN BY ACCESSING THE ZOOM WEBSITE: <https://zoom.us/join>

WEBINAR ID: 849 2462 9186

OR

JOIN BY TELEPHONE: 669-900-6833*

WEBINAR ID: 849 2462 9186

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

Mayor
Amy Bublak

Council Members

Nicole Larson
Andrew Nosrati

Rebecka Monez
Pam Franco
Vice Mayor

Interim City Manager
Sarah Tamey Eddy
Interim City Clerk
Allison Martin
Interim City Attorney
George A. Petrulakis

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

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

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

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

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

1. CLOSED SESSION:

The Closed Session item(s) for this meeting have been 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. Proclamation: Park and Recreation Month, July 2021
- B. Recognition: Adopt A Park Volunteers
- C. Proclamation: In Honor of the Retirement of Maryn Pitt, Assistant to the City Manager for Economic Development and Community Housing
- D. Appointment: Measure A Local Transactions (Sales) and Use Tax Citizens' Oversight Committee (5 members)
- E. Briefing: Roads Update (*Bray*)

4. PUBLIC PARTICIPATION

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

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

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

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

6. CONSENT CALENDAR:

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

- A. Resolution: Accepting Weekly Demands of 6/10/21 in the amount of \$280,404.83; Weekly Demands of 6/17/21 in the amount of \$5,791,093.19; Weekly Demands of 6/24/21 in the amount of \$2,349,292.38; Weekly Demands of 7/1/21 in the amount of \$1,378,952.19
- B. Motion: Accepting Minutes of the Special Meeting of April 20, 2021; Regular Meeting of April 27, 2021; Special Meeting of May 4, 2021
- C. Motion: Approving the agreement with Stommel, Inc., DBA Lehr Auto, for the purchase of emergency vehicle equipment, supplies, repair and installation services through the County of Placer Agreement, without compliance to the formal bid process
- D. Resolution: Accepting donations made to the City of Turlock Police Department from various donors during FY 2020-21 in the amount of \$14,619.63 (monetary donations) and \$13,860.03 (non-monetary donations) utilized in support of the City's Volunteers in Police Service, Explorers, Blue Santa, K9, and Animal Services programs
- E. Motion: Approving an Agreement between the City of Turlock and Jocelyn E. Roland, PH.D., to provide counseling/psychotherapy services to all sworn officers, dispatchers, and community service officers at no cost to the covered employee and to provide pre-employment psychological evaluations for the Turlock Police Department for the period of July 1, 2021, through June 30, 2022
- F. Resolution: Appropriating in Fiscal Year 2020-21 \$670 to 270-61-635-418.44001_000 "Supplies General" funded from donations of \$550 appropriated to 270-61-635-418.35720 "Revenue" and an appropriation of \$120 to 110-10-112.48001_336 "Transfer Out Holiday Lights Tour" from Fund 110 "General Fund" Unassigned Reserves and received in 270-61-635-418.38001_336 "Transfers In Holiday Light Tour"
- G. Motion: Declaring the Intention to Order Annexation No. 30 for the properties located at 1150 Angelus Street (Stanislaus County Assessor's Parcel 050-005-059), 1143 & 1145 Park Street (Stanislaus County Assessor's Parcel 061-002-059), and 2230 North Berkeley Avenue (Stanislaus County Assessor's Parcel 073-014-050) to Existing Community Facilities District No. 2 (Services Mitigation)
- H. Resolution: Approval of a Resolution to Employ a CalPERS Annuitant (Interim Finance Director) pursuant to CalPERS Requirements

7. FINAL READINGS: None**8. PUBLIC HEARINGS:**

- A. Request to Confirm the Annexation of 3700 Colorado Avenue (APN 072-006-007) VTSM No. 2005-17, Legends North No. 3, Development Project No. 7045, into the Summerfield Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area, Project No. 6908 (*Bray*)

Recommended Action:

Resolution: Confirming the Annexation of 3700 Colorado Avenue (APN 072-006-007) VTSM No. 2005-17, Legends North No. 3, Development Project No. 7045, into the

Summerfield Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area, Project No. 6908

- B. Request to Make no change in the cap on the number of beds that may be permitted under the nondiscretionary permit process within the SB 2 emergency shelter overlay district (*Quintero*)

Recommended Action:

Motion: Making no change in the cap on the number of beds that may be permitted under the nondiscretionary permit process within the SB 2 emergency shelter overlay district

9. ACTION ITEMS:

- A. Request to Approve the Agreement between the City of Turlock and Futsal209 for youth futsal programs and the use of Columbia Park futsal court AND Appropriate \$10,000 to account number 110-61-622-005.35720 "Instructional Classes Revenue" and \$6,000 to account number 110-61-622-005.43732 "Futsal209" for Futsal programs at Columbia Park and other City facilities (*Crivelli*)

Recommended Action:

Motion: Approving the Agreement between the City of Turlock and Futsal209 for youth futsal programs and the use of Columbia Park futsal court

Resolution: Appropriating \$10,000 to account number 110-61-622-005.35720 "Instructional Classes Revenue" and \$6,000 to account number 110-61-622-005.43732 "Futsal209" for Futsal programs at Columbia Park and other City facilities

- B. Request to Appropriate \$198,530 to account number 301-50-520.51300 "Construction Repairs/Improvements" to be funded via a transfer from Fund 117 "Cannabis Fund" unallocated reserves to provide necessary funding for City Project No. 19-51 "Columbia Pool Improvements" AND Approve a Professional Services Agreement with O'Dell Engineering, of Modesto, California, in the amount of \$148,530 for professional design services for City Project No. 19-51 "Columbia Pool Improvements" (*Bray*)

Recommended Action:

Resolution: Appropriating \$198,530 to account number 301-50-520.51300 "Construction Repairs/Improvements" to be funded via a transfer from Fund 117 "Cannabis Fund" unallocated reserves to provide necessary funding for City Project No. 19-51 "Columbia Pool Improvements"

Motion: Approving a Professional Services Agreement with O'Dell Engineering, of Modesto, California, in the amount of \$148,530 for professional design services for City Project No. 19-51 "Columbia Pool Improvements"

- C. Request to Accept the report summarizing the activity of the Local Emergency in response to the Unsheltered Homeless and Encampment Crisis (UHEC) ratified by the City Council on March 16, 2021 AND Terminate the Local Emergency in response to the Unsheltered Homeless and Encampment Crisis (UHEC) ratified by City Council on March 16, 2021 AND Ratify 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) AND Re-appropriate unspent funds to Fiscal Year 2021-22 in the amount of \$401,958 to various account numbers within 110-10-191 for shelter providers, contractors, supplies, service agreements, materials, staffing costs, maintenance and upkeep, and miscellaneous expenses to establish a budget in response to the Unsheltered Homeless Crisis within the City of Turlock (*Williams*)

Recommended Action:

Motion: Accepting the report summarizing the activity of the Local Emergency in response to the Unsheltered Homeless and Encampment Crisis (UHEC) ratified by the City Council on March 16, 2021

Resolution: Terminating the Local Emergency in response to the Unsheltered Homeless and Encampment Crisis (UHEC) ratified by City Council on March 16, 2021

Resolution: Ratifying 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)

Resolution: Re-appropriating unspent funds to Fiscal Year 2021-22 in the amount of \$401,958 to various account numbers within 110-10-191 for shelter providers, contractors, supplies, service agreements, materials, staffing costs, maintenance and upkeep, and miscellaneous expenses to establish a budget in response to the Unsheltered Homeless Crisis within the City of Turlock

- D. Request to Approve an amendment to the Salary Schedule of the existing Management Schedule of Benefits and Policies adopted by Resolution No. 2016-158, dated May 22, 2018, to include all approved management salaries (*Eddy*)

Recommended Action:

Resolution: Approving an amendment to the Salary Schedule of the existing Management Schedule of Benefits and Policies adopted by Resolution No. 2018-126, dated May 22, 2018, to include all approved management salaries

10. CITY MANAGER REPORTS/UPDATES

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

A. Administrative Services

- 1. Economic Development Update (*Pitt*)

11. COUNCIL ITEMS FOR FUTURE CONSIDERATION

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

12. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

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

13. CLOSED SESSION:

- A. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."

Agency Designated Representative: Human Resources Manager Sarah Eddy

Employee Organization: Turlock Associated Police Officers

Employee Organization: Turlock City Employees Association

Employee Organization: Turlock Firefighters Association-Local 2434

Employee Organization: Turlock Management Association-Public Safety

Unrepresented Employees: Accountant, Sr., Administrative Analyst, Administrative Services Director, Assistant to the City Manager for Economic Development/Community Housing, Chief Building Official, City Clerk, Community Housing Program Supervisor, Deputy Director Development Services/Planning, Development Services Director, Development Services Supervisor/City Surveyor, Executive Administrative Assistant/Deputy City Clerk, Executive Administrative Assistant/Municipal Services, Executive Administrative Assistant/Public Safety, Finance Director, Fire Chief, Human Resources Analyst, Sr., Human Resources Manager, Human Resources Technician, Information Technology Manager, Legal Assistant, Municipal Services Deputy Director, Municipal Services Director, Office Assistant I, Parks, Recreation and Public Facilities Director, Parks, Recreation and Public Facilities Manager, Payroll Coordinator, Police Business Unit Supervisor, Police Chief, Principal Civil Engineer, Regulatory Affairs Manager, Roads Program Manager, Transit Manager, Utilities Manager, and Water Quality Control Division Manager.

- 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: Espinoza, Carlos

Agency Claimed Against: City of Turlock

14. REPORTS FROM CLOSED SESSION

15. ADJOURNMENT

DESIGNATION OF JULY AS PARK AND RECREATION MONTH

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including Turlock; and

WHEREAS, the City of Turlock's parks and recreation programs such as the after school programs, summer camps, dance classes, adult softball, aquatics programs and more are vitally important to establishing and maintaining the quality of life in our community, ensuring the health of all citizens, and contributing to the economic and environmental well-being of Turlock; and

WHEREAS, the City of Turlock's parks and recreation programs such as softball and soccer tournaments, the annual Turlock Downtown Christmas Parade and more increase a community's economic prosperity through increased tourism, expansion of the local tax base, the attraction and retention of businesses, and crime reduction; and

WHEREAS, during the COVID-19 global pandemic the Turlock parks provided a safe, inclusive environment for families to engage in physical activity and recreation; and

WHEREAS, the Turlock parks provide a gathering place for families and groups, as well as for individuals of all ages and economic status, regardless of their ability to pay for access; and

WHEREAS, the City Council of the City of Turlock recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, AMY BUBLAK, by virtue of the authority vested in me as Mayor of the City of Turlock and on behalf of the entire City Council and all our citizens, do hereby designate the month of July as Park and Recreation month in the City of Turlock.

IN WITNESS WHEREOF, I, AMY BUBLAK, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 13th day of July, 2021.

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

**IN HONOR OF
THE RETIREMENT OF
MARYN PITT**

3C

FEBRUARY 11, 2006 – AUGUST 1, 2021

WHEREAS, Maryn Pitt has been employed by the City of Turlock since February 11, 2006, beginning as a Support Service Supervisor, followed by a promotion to Community Housing Services Manager, and a final promotion to Assistant to the City Manager for Economic Development and Community Housing; and

WHEREAS, during her tenure as the Assistant to the City Manager for Economic Development, Maryn Pitt served as the critical link between the City of Turlock and potential businesses and industries; and

WHEREAS, Maryn Pitt played an essential role in bringing much needed revenue to the City of Turlock from the development of new businesses and industries, such as Blue Diamond, Valley Milk, California Dairies, U.S. Cold Storage, Amazon, and various Monte Vista Crossings retailers, to name a few; and

WHEREAS, Maryn Pitt also focused on the small business community, regularly meeting with and aiding local retailers and business owners, guiding them through the establishment process and assistance programs; and

WHEREAS, during her tenure as the Community Housing Manager, Maryn Pitt has been instrumental in:

- creating 30 affordable housing units through acquisition, rehabilitation and sale for eligible first-time home buyers
- adding 141 affordable rental housing units at Avena Bella Phase 1 & 2 for low and very low-income families
- acquiring 9 multi-family properties for the creation of 32 affordable rental units
- offering 30 first time home buyer loans
- providing 43 rehabilitation loans to low- and moderate-income households
- offering over 81 public service grants to non-profit agencies to serve Turlock residents; and
- offering rental assistance to five mobile home parks in Turlock; and

WHEREAS, Maryn Pitt created an innovative housing program designed to assist 6 non-profit agencies with capacity building by developing affordable rental units; and

WHEREAS, Maryn Pitt managed over \$18,000,000 in Federal and State funds to help in creating, sustaining and maintaining affordable housing and public services for low to moderate income households; and

WHEREAS, Maryn Pitt has maintained strong close relationship with the Turlock/Stanislaus HOME Consortium member cities which include Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Stanislaus County and Waterford to further affordable housing within their communities; and

WHEREAS, Maryn Pitt has strengthened and cultivated new relationships with Housing and Urban Development to enhance Turlock and the Turlock/Stanislaus HOME Consortium programs and funding; and

WHEREAS, Maryn Pitt currently sits as the Vice-Chair for the Stanislaus County Continuum of Care and has served on the Board for over 9 years; and

WHEREAS, Maryn Pitt will retire from the City of Turlock, effective August 1, 2021, after more than 15 years of faithful service to the City of Turlock, leaving behind a legacy of economic growth and development that was vital to the success of the community; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Maryn Pitt, for her dedication to the City of Turlock.

NOW, THEREFORE, I, AMY BUBLAK, by virtue of the authority vested in me as Mayor of the City of Turlock and on behalf of the entire City Council and all our citizens, do hereby commend **Maryn Pitt, Assistant to the City Manager for Economic Development and Community Housing**, for her many years of valuable service and express our sincere thanks on behalf of the City of Turlock.

IN WITNESS WHEREOF, I, AMY BUBLAK, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 13th day of July, 2021.

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

Measure A Local Transactions (Sales) and Use Tax Citizens’ Oversight Committee

Number of Vacancies = 5

Appoint Three (3) Members to Terms Expiring on 7/1/23
Appoint Two (2) Members to Terms Expiring on 7/1/24

TURLOCK CITY COUNCIL RECOMMENDED APPOINTMENTS:

Appoint Ronald I. Koftinow, Cory B. Chartrand and Michael Lynch to the Measure A Local Transactions (Sales) and Use Tax Citizens’ Oversight Committee for a term expiring on 7/1/23.

Appoint Jesus Murillo and Christopher Nichols to the Measure A Local Transactions (Sales) and Use Tax Citizens’ Oversight Committee for a term expiring on 7/1/24.

**Applications for all applicants can be viewed in the Office of the City Clerk.*

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
 WEEKLY DEMANDS OF 6/10/21 IN THE }
 AMOUNT OF \$280,404.83; }
 WEEKLY DEMANDS OF 6/17/21 IN THE }
 AMOUNT OF \$5,791,093.19; }
 WEEKLY DEMANDS OF 6/27/21 IN THE }
 AMOUNT OF \$2,349,292.38; }
 WEEKLY DEMANDS OF 7/1/21 IN THE }
 AMOUNT OF \$1,378,952.19 }
 _____ }

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:
6/10/21	\$280,404.83
6/17/21	\$5,791,093.19
6/24/21	\$2,349,292.38
7/1/21	\$1,378,952.19

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of July, 2021, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

 Allison Martin, Interim City Clerk,
 City of Turlock, County of Stanislaus,
 State of California

Payment Register

From Payment Date: 6/4/2021 - To Payment Date: 6/10/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
130075	06/04/2021	Open			Utility Management Refund	WALKER, CASEY	\$177.87		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		602353-004	MOVE-OUT CREDIT	06/04/2021	Refund			
	<u>Paying Fund</u>		<u>Cash Account</u>				<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$177.87		
130076	06/07/2021	Open			Utility Management Refund	CHAFFEE, JAMES, EDWARD	\$45.15		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		873349-003	MOVE-OUT CREDIT	06/07/2021	Refund			
	<u>Paying Fund</u>		<u>Cash Account</u>				<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$45.15		
130077	06/07/2021	Open			Utility Management Refund	NEW BRIDGE MANAGEMENT	\$55.00		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		206490-013	MOVE-OUT CREDIT	06/07/2021	Refund			
	<u>Paying Fund</u>		<u>Cash Account</u>				<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$55.00		
130078	06/10/2021	Open			Accounts Payable	A-Z BUS SALES INC	\$168.55		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	02P482029		06/03/2021	TRA15-1038PP			\$168.55		
	<u>Paying Fund</u>		<u>Cash Account</u>				<u>Amount</u>		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$168.55		
130079	06/10/2021	Open			Accounts Payable	ALL VALLEY SMOG INC	\$1,273.89		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	000107489		06/03/2021	magnaflow catalystr			\$1,273.89		
	<u>Paying Fund</u>		<u>Cash Account</u>				<u>Amount</u>		
	255 - CDBG			255.11000 (Cash)			\$1,273.89		
130080	06/10/2021	Open			Accounts Payable	AREVALO LANDSCAPING SERVICES INC	\$5,750.98		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	21051207		06/04/2021	AREVALO LANDSCAPING - EMERGENCY CLEAN UP GOLDEN STATE/TAYLOR			\$5,750.98		
	<u>Paying Fund</u>		<u>Cash Account</u>				<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$5,750.98		
130081	06/10/2021	Open			Accounts Payable	AT&T / CALNET 3	\$4,869.94		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	MULTI 6/10/21		06/08/2021	Multiple COT Accounts Paid on 04/29/2021 (APR - MAY)			\$3,402.63		
	000016466471		06/08/2021	BAN #9391034847 /City-wide system 2096682612957 (4/13 - 5/12/21)			\$783.84		
	0000164666137		06/08/2021	BAN #9391034901 (T1 LINE - 4-way split)			\$166.16		
	000016466467		06/08/2021	BAN #9391034842 / PSF Phones 2096323265 (4/13 - 5/12/21)			\$517.31		
	<u>Paying Fund</u>		<u>Cash Account</u>				<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$3,807.49		

Payment Register

From Payment Date: 6/4/2021 - To Payment Date: 6/10/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					110 - General Fund	110.11000 (Cash)	\$867.62		
130086	06/10/2021	Open			Accounts Payable	BORGES & MAHONEY CO	\$5,327.04		
					Invoice	Date	Description	Amount	
					142800	05/25/2021	Service of Acutec 25 Gas Detectors	\$1,923.65	
					142799	05/25/2021	Annual Service of V2000 Gas Feeders	\$2,869.41	
					142798	05/25/2021	ANNUAL CHLORINE SYSTEM PREVENTATIVE MAINTENANCE	\$266.99	
					142812	05/25/2021	Annual Certification Eclipse AC	\$266.99	
					Paying Fund	Cash Account	Amount		
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$5,327.04		
130087	06/10/2021	Open			Accounts Payable	CAB AIR SYSTEMS INC.	\$1,544.79		
					Invoice	Date	Description	Amount	
					25121	06/03/2021	ENGINE #31 - CHASSIS CLEAN	\$241.29	
					25122	06/03/2021	ENGINE #32 - CHASSIS SYSTEM	\$241.29	
					25142	06/03/2021	ENGINE #34 - CHASSIS SYSTEM	\$1,062.21	
					Paying Fund	Cash Account	Amount		
					110 - General Fund	110.11000 (Cash)	\$1,544.79		
130088	06/10/2021	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$22.85		
					Invoice	Date	Description	Amount	
					05312021VALADEZ	06/03/2021	5-31-21 PAYROLL WITHHOLDING FOR ACCT# 100-036551	\$22.85	
					Paying Fund	Cash Account	Amount		
					104 - Payroll Clearing Fund	104.11000 (Cash)	\$22.85		
130089	06/10/2021	Open			Accounts Payable	California Dept of Transportation	\$3,197.76		
					Invoice	Date	Description	Amount	
					SL210679	05/25/2021	SIGNALS & LIGHTING BILLING JAN-MAR 2021	\$3,197.76	
					Paying Fund	Cash Account	Amount		
					216 - Streets - Local Transportation	216.11000 (Cash)	\$3,197.76		
130090	06/10/2021	Open			Accounts Payable	CAROLLO ENGINEERS	\$2,722.13		
					Invoice	Date	Description	Amount	
					FB10473	06/04/2021	15-39D SECONDARY CLARIFIER 5 & DENITRIFIC MGMT- THRU 4/30/21	\$2,722.13	
					Paying Fund	Cash Account	Amount		
					413 - WQC-Capital Expansion Reserve	413.11000 (Cash)	\$2,722.13		
130091	06/10/2021	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$959.35		
					Invoice	Date	Description	Amount	
					165737	06/03/2021	Aggregates, Asphaltic Concrete and Related Materials	\$959.35	
					Paying Fund	Cash Account	Amount		
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$959.35		
130092	06/10/2021	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$488.80		
					Invoice	Date	Description	Amount	
					68193	06/08/2021	ANIMAL SHELTER - UNIT ICED UP	\$488.80	
					Paying Fund	Cash Account	Amount		
					110 - General Fund	110.11000 (Cash)	\$488.80		

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130093	06/10/2021	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$170.29		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0780628060121		06/08/2021		8203 13 001 0780628 / 244 N Broadway (PSF TV)		\$170.29		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$170.29		
130094	06/10/2021	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$514.60		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	4007305231		06/03/2021		MAY 2021 PREMIUMS		\$514.60		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$514.60		
130095	06/10/2021	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$200.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	28107740		06/03/2021		ESSENTIAL CLEAN SERVICE FOR COVID IN UTILITIES BUILDING		\$200.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$200.00		
130096	06/10/2021	Open			Accounts Payable	CONDOR EARTH TECH INC	\$5,034.75		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	84146		05/25/2021		November 24 - December 12, 2020		\$5,034.75		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$5,034.75		
130097	06/10/2021	Open			Accounts Payable	CRIME GUARD INC	\$4,638.90		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	23260		06/02/2021		SECURITY MONITORING SERVICES 5/1/21-5/31/21		\$3,276.24		
	23169		06/02/2021		SECURITY MONITORING SERVICES 3/19-3/31/21		\$1,362.66		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$4,638.90		
130098	06/10/2021	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$8,908.38		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	63518		06/03/2021		Unarmed Security Services for Transit Center 5/14/21-5/23/21		\$3,265.92		
	63603		06/03/2021		Unarmed Security Services for Transit Center 5/24/21-5/30/21		\$3,265.92		
	63602		06/04/2021		CH Security 5/24/2021-5/28/2021		\$840.78		
	63517		06/04/2021		CH Security 5/17/2021-5/21/2021		\$758.16		
	63398		06/04/2021		CH Security 4/26/2021-4/30/2021		\$777.60		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$2,376.54		
	426 - Transit				426.11000 (Cash)		\$6,531.84		
130099	06/10/2021	Open			Accounts Payable	DF ENGINEERING INC	\$1,050.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	23762		06/03/2021		SR01, 19-40 On-Call Surv- PUE 21-10 SEC Fulkerth & HWY 99		\$300.00		
	23763		06/03/2021		SR01, 19-40 On-Call Surv- ROW 21-12, 1039 & 1053 Souza plan chec		\$750.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	502 - Engineering				502.11000 (Cash)		\$1,050.00		

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130100	06/10/2021	Open			Accounts Payable	EQUIFAX	\$10.00		
	Invoice		Date	Description		Amount			
	6373544		06/04/2021	EQUIFAX-CREDIT CHECK SERVICES		\$10.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$10.00			
130101	06/10/2021	Open			Accounts Payable	FARIA, JAMIE	\$142.00		
	Invoice		Date	Description		Amount			
	05312021FARIA		06/03/2021	5-31-21 PAYROLL ATTACHMENT		\$142.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$142.00			
130102	06/10/2021	Open			Accounts Payable	FASTENAL COMPANY INC	\$520.45		
	Invoice		Date	Description		Amount			
	CATUR172463		05/25/2021	Parts		\$7.07			
	CATUR172666		05/25/2021	Degreaser for Flotator # 3		\$54.66			
	CATUR172294		06/03/2021	COMBO FACE HAMMER		\$207.80			
	CATUR172293		06/03/2021	Splice kit for end point repairs		\$250.92			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$269.53			
	420 - WATER			420.11000 (Cash)		\$250.92			
130103	06/10/2021	Open			Accounts Payable	FEDERAL EXPRESS	\$203.44		
	Invoice		Date	Description		Amount			
	7-393-27783		06/08/2021	SHIPPING CHARGES 6/4/21		\$54.42			
	7-386-22162		06/08/2021	SHIPPING CHARGES 5/28/21		\$149.02			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$40.93			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$26.46			
	420 - WATER			420.11000 (Cash)		\$136.05			
130104	06/10/2021	Open			Accounts Payable	FRANCHISE TAX BOARD	\$779.58		
	Invoice		Date	Description		Amount			
	05312021PITT		06/03/2021	5-31-21 PAYROLL ATTACHMENT FOR ORDER #390639364538496875		\$779.58			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$779.58			
130105	06/10/2021	Open			Accounts Payable	GARY'S RENT A CAN INC	\$156.76		
	Invoice		Date	Description		Amount			
	A-97392		06/02/2021	GARY'S - PORTABLE TOILET RENTAL PED		\$156.76			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$156.76			
130106	06/10/2021	Open			Accounts Payable	GCR TIRES & SERVICE	\$1,236.79		
	Invoice		Date	Description		Amount			
	858-44727		06/03/2021	FIREHAWK		\$1,094.17			
	858-44536		06/03/2021	WT86-549		\$142.62			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,094.17			
	420 - WATER			420.11000 (Cash)		\$142.62			

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130107	06/10/2021	Open			Accounts Payable	GDR ENGINEERING INC	\$3,375.00		
	Invoice		Date	Description		Amount			
	27059		06/03/2021	SR01, 20-027 Drinking Water Chlorination 4/1/21-4/30/21		\$2,925.00			
	27063		06/03/2021	SR01, 19-40 Surveying: LLA 20-11/20-12 (Fransil), RW 21-07 (Tegn		\$450.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$2,925.00			
	502 - Engineering			502.11000 (Cash)		\$450.00			
130108	06/10/2021	Open			Accounts Payable	GILLIG LLC	\$108.81		
	Invoice		Date	Description		Amount			
	40810346		06/03/2021	TRA21-1068P		\$72.54			
	40810847		06/03/2021	TRA21-1068P		\$36.27			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$108.81			
130109	06/10/2021	Open			Accounts Payable	HACH COMPANY	\$10,753.29		
	Invoice		Date	Description		Amount			
	12430660		05/25/2021	Test Kits		\$885.29			
	12395827		05/25/2021	Onsite Services Three Day		\$9,100.00			
	12430643		05/25/2021	WIMS Service		\$768.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$10,753.29			
130110	06/10/2021	Open			Accounts Payable	HILMAR READY MIX	\$64.73		
	Invoice		Date	Description		Amount			
	10903		06/03/2021	GUATAVITA DR		\$64.73			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$64.73			
130111	06/10/2021	Open			Accounts Payable	HORIZON WATER & ENVIR LLC	\$10,534.58		
	Invoice		Date	Description		Amount			
	5212		06/04/2021	18-69 Surface Water Dist. System Improvements -srvs thru 4/30/21		\$10,534.58			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$10,534.58			
130112	06/10/2021	Open			Accounts Payable	HSQ INC	\$1,608.00		
	Invoice		Date	Description		Amount			
	201959		05/25/2021	300 GB History Disk for TURVSA		\$1,608.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,608.00			
130113	06/10/2021	Open			Accounts Payable	HUNT & SONS, INC.	\$2,021.72		
	Invoice		Date	Description		Amount			
	877861		06/03/2021	Lubricating Oil and Miscellaneous Products		\$2,021.72			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$535.03			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$584.10			
	246 - Landscape Assessment			246.11000 (Cash)		\$151.54			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$259.76			
	420 - WATER			420.11000 (Cash)		\$58.74			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		\$432.55			

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130114	06/10/2021	Open			Accounts Payable	ITRON INC	\$2,755.38		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	590385		06/03/2021		HOSTING SERVICES 6/1/21-6/30/21		\$2,755.38		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$2,755.38		
130115	06/10/2021	Open			Accounts Payable	JOAQUIN ROSE, INC, B & B FLUID POWER	\$156.32		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	00273792		06/03/2021		AD16-4506		\$156.32		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	246 - Landscape Assessment				246.11000 (Cash)		\$156.32		
130116	06/10/2021	Open			Accounts Payable	LEHIGH HANSON INC	\$809.63		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2249750		06/02/2021		LEHIGH - ASPHALT FOR STREETS		\$203.59		
	2246549		06/02/2021		LEHIGH - ASPHALT FOR STREETS		\$78.57		
	2249215		06/02/2021		LEHIGH - ASPHALT FOR STREETS		\$293.09		
	2248685		06/02/2021		LEHIGH - ASPHALT FOR STREETS		\$80.54		
	2248161		06/02/2021		LEHIGH - ASPHALT FOR STREETS		\$153.84		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$809.63		
130117	06/10/2021	Open			Accounts Payable	LINCOLN EQUIPMENT INC	\$2,087.23		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	49711126		06/02/2021		LINCOLN - CAL HYPO CAPLETS		\$249.29		
	49711127		06/02/2021		LINCOLN - PULSAR PLUS BRIQUETTES		\$1,837.94		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$2,087.23		
130118	06/10/2021	Open			Accounts Payable	Machado & Sons Construction, Inc.	\$1,700.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	8903		06/03/2021		CUTBACK		\$1,700.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$1,700.00		
130119	06/10/2021	Open			Accounts Payable	MME	\$7,445.98		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0159703-IN		06/03/2021		CL20-860		\$187.61		
	0159088-IN		06/03/2021		7003 replacement parts		\$7,258.37		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$7,258.37		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$187.61		
130120	06/10/2021	Open			Accounts Payable	MOTION INDUSTRIES INC - CA82	\$328.74		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	CA82-947982		05/25/2021		Oil seals for pump		\$23.68		
	CA82-947874		05/25/2021		Supplies		\$411.73		
	CA82-946505		05/25/2021		Credit from inv #940677		(\$106.67)		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$328.74		

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130121	06/10/2021	Open			Accounts Payable	MUNICIPAL FINANCIAL SERVICES	\$3,750.00		
	Invoice		Date	Description		Amount			
	202004-03		05/25/2021	3/22/21-5/23/21		\$3,750.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$3,750.00			
130122	06/10/2021	Open			Accounts Payable	NAPA AUTO PARTS	\$22.79		
	Invoice		Date	Description		Amount			
	764417		06/03/2021	POL21-1354		\$22.79			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$22.79			
130123	06/10/2021	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$2,052.40		
	Invoice		Date	Description		Amount			
	8577-353855		06/03/2021	PK14-4420		\$136.97			
	8577-353866		06/03/2021	CABIN AIR FILTER		\$12.51			
	8577-353833		06/03/2021	TRA15-1038PP		\$273.94			
	8577-353854		06/03/2021	ST15-7144		\$4.87			
	8577-353773		06/03/2021	ST08-7091		\$136.97			
	8577-353504		06/03/2021	SP00-4070		\$24.97			
	8577-353391		06/03/2021	WIRE TERMINAL CLIP		\$19.34			
	8577-353316		06/03/2021	NOTE 701		\$10.42			
	8577-353396		06/03/2021	WIRE TERMINAL CLIP		\$13.90			
	8577-353375		06/03/2021	AD06-0419		\$184.66			
	8577-353497		06/03/2021	SC03-9014		\$22.51			
	8577-353395		06/03/2021	VEHICLE 1068		\$34.51			
	8577-354075		06/03/2021	GWR 80414		\$14.37			
	8577-354172		06/03/2021	FR08-286		\$196.17			
	8577-354201		06/03/2021	NOTE 7102		\$6.94			
	8577-354233		06/03/2021	FR08-286		\$184.66			
	8577-353001		06/03/2021	RBR K080645		\$231.64			
	8577-354059		06/03/2021	WT02-569		\$239.89			
	8577-354174		06/03/2021	ST04-7102		\$251.89			
	8577-353927		06/03/2021	CABIN AIR FILTER		\$51.27			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$581.58			
	205 - Sports Facilities			205.11000 (Cash)		\$22.51			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$411.09			
	246 - Landscape Assessment			246.11000 (Cash)		\$184.66			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$24.97			
	420 - WATER			420.11000 (Cash)		\$239.89			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		\$288.31			
	426 - Transit			426.11000 (Cash)		\$299.39			
130124	06/10/2021	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$2,051.25		
	Invoice		Date	Description		Amount			
	3754010		06/04/2021	SR01, 20-001 Southeast Quadrant Rd Rehab 4/12/21-5/9/21		\$2,051.25			
	Paying Fund			Cash Account		Amount			
	218 - Measure L			218.11000 (Cash)		\$2,051.25			

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130125	06/10/2021	Open			Accounts Payable	OREILLY AUTO PARTS	\$167.31		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2800-496468		06/03/2021		HG03-363		\$4.92		
	2800-495882		06/03/2021		ST04-7047		\$112.19		
	2800-498580		06/03/2021		ENG05-338		\$33.91		
	2800-498638		06/03/2021		ITEM NO GM8375		\$16.29		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$112.19		
	255 - CDBG				255.11000 (Cash)		\$4.92		
	425 - Transit - Dial-A-Ride				425.11000 (Cash)		\$16.29		
	502 - Engineering				502.11000 (Cash)		\$33.91		
130126	06/10/2021	Open			Accounts Payable	P G & E	\$37.74		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	HIGH 6/3/21		06/08/2021		0221941093-9 / 595 High St		\$8.11		
	COLUMBIA 6/3/21		06/08/2021		6180280303-3 / 600 Columbia St		\$8.11		
	RBOESCH 6/3/21		06/08/2021		4388605407-1 / 275 N Orange		\$21.52		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$37.74		
130127	06/10/2021	Open			Accounts Payable	PAUL'S PAINT COMPANY	\$85.94		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	85871		06/03/2021		S. KILROY TANK		\$85.94		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$85.94		
130128	06/10/2021	Open			Accounts Payable	Platt Electric Supply	\$362.08		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1030728		05/25/2021		Bristol Park Booster Pump Repair		\$316.54		
	1038272		05/25/2021		New lamp for the WQC entrance gate light		\$45.54		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$316.54		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$45.54		
130129	06/10/2021	Open			Accounts Payable	PODS ENTERPRISES, LLC	\$226.52		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	STOC000048611		06/03/2021		STORAGE CONTAINER FOR PFM EQUIP AT WELL 38		\$226.52		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$226.52		
130130	06/10/2021	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$115,565.48		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	85371		05/25/2021		April 1 - 30, 2021		\$39,810.65		
	85036		05/25/2021		April 1 - 30, 2021		\$19,083.68		
	85372		05/25/2021		April 1 - 30, 2021		\$53,517.65		
	85093		06/03/2021		SR01, 20-027 Drinking Water Chlorination - April 2021		\$3,153.50		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$115,565.48		
130131	06/10/2021	Open			Accounts Payable	R & S ERECTION INC	\$688.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	106678		06/03/2021		ST# 3 - WAYNE DALTON SECTIONAL DOOR		\$688.50		

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	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$688.50			
130132	06/10/2021	Open			Accounts Payable	RAY MORGAN COMPANY	\$3,022.71		
	Invoice			Description		Amount			
	3328799		06/08/2021	Printer Usage & Maintenance for 04/12/21 - 05/11/21		\$3,022.71			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,490.76			
	255 - CDBG			255.11000 (Cash)		\$18.91			
	405 - Building			405.11000 (Cash)		\$42.89			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$116.88			
	420 - WATER			420.11000 (Cash)		\$62.63			
	501 - Information Technology			501.11000 (Cash)		\$2.23			
	502 - Engineering			502.11000 (Cash)		\$288.41			
130133	06/10/2021	Open			Accounts Payable	REED INC, GEORGE	\$269.21		
	Invoice			Description		Amount			
	100238243		06/02/2021	GEORGE REED - ASPHALT		\$86.46			
	100238479		06/02/2021	GEORGE REED - ASPHALT		\$89.74			
	100238598		06/02/2021	GEORGE REED - ASPHALT		\$93.01			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$269.21			
130134	06/10/2021	Open			Accounts Payable	ROBIC REFRIGERATION INC	\$220.00		
	Invoice			Description		Amount			
	0000017579		06/02/2021	ROBIC - ICE MACHINE		\$220.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$88.00			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$44.00			
	246 - Landscape Assessment			246.11000 (Cash)		\$44.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$44.00			
130135	06/10/2021	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$1,000.00		
	Invoice			Description		Amount			
	19022		06/03/2021	FIRE - JUNE 2021 MONTHLY SERVICE		\$1,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,000.00			
130136	06/10/2021	Open			Accounts Payable	ROMEO MEDICAL CLINIC	\$1,508.00		
	Invoice			Description		Amount			
	29360-04062021		06/04/2021	Custom Physical, UDS, Radiologic Examination, Chest, Two Views,		\$278.00			
	137202-04022021		06/04/2021	UDS, Basic Physical, Audiometry		\$154.00			
	137578-04152021		06/04/2021	UDS		\$47.00			
	59334-04132021		06/04/2021	UDS, Breath alcohol test, Basic Physical		\$141.00			
	97217-04222021		06/04/2021	UDS		\$47.00			
	1164-04022021		06/04/2021	DMV Physical Exam		\$99.00			
	3587-04162021		06/04/2021	DMV Physical Exam		\$99.00			
	17039-04022021		06/04/2021	UDS, Breath		\$73.00			
	137572-04152021		06/04/2021	UDS		\$47.00			
	1309-04072021		06/04/2021	DMV Physical Exam		\$99.00			
	50881-04052021		06/04/2021	DMV Physical Exam		\$99.00			
	129100-04022021		06/04/2021	USD, PPD Skin Test, Physical, Audiometry		\$179.00			

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	137573-04152021		06/04/2021	UDS			\$47.00		
	6729-04142021		06/04/2021	DMV Physical Exam			\$99.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$898.00		
	205 - Sports Facilities			205.11000 (Cash)			\$47.00		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$146.00		
	246 - Landscape Assessment			246.11000 (Cash)			\$47.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$297.00		
	420 - WATER			420.11000 (Cash)			\$73.00		
130137	06/10/2021	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$1,422.38		
	<u>Invoice</u>			<u>Date</u>			<u>Description</u>	<u>Amount</u>	
	3023616656		06/03/2021	SP06-4286			\$401.91		
	3023653418		06/03/2021	ENG05-338			\$37.91		
	3023603658		06/03/2021	KIT- JET			\$191.84		
	3023590092		06/03/2021	HOSE- WINDSHIELD			\$289.04		
	3023554736		06/03/2021	HOSE- RADIATOR			\$119.49		
	3023539831		06/03/2021	SENSOR - EXHAUST			\$55.20		
	3023537316		06/03/2021	VEHICLE #7047			\$29.22		
	3023541117		06/03/2021	VEHICLE 1049			\$119.49		
	3023533163		06/03/2021	AD09-0446			\$178.28		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$536.08		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$29.22		
	246 - Landscape Assessment			246.11000 (Cash)			\$178.28		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$401.91		
	426 - Transit			426.11000 (Cash)			\$238.98		
	502 - Engineering			502.11000 (Cash)			\$37.91		
130138	06/10/2021	Open			Accounts Payable	SCOTTS PPE RECON	\$1,187.05		
	<u>Invoice</u>			<u>Date</u>			<u>Description</u>	<u>Amount</u>	
	37084		06/03/2021	MAY TURNOUT GEAR REPAIR			\$1,187.05		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$1,187.05		
130139	06/10/2021	Open			Accounts Payable	SHORE CHEMICAL COMPANY	\$559.16		
	<u>Invoice</u>			<u>Date</u>			<u>Description</u>	<u>Amount</u>	
	59187		05/25/2021	SODIUM HYPOCHLORITE 12 1/2%			\$472.77		
	59195		05/25/2021	SODIUM HYPOCHLORITE 12 1/2%			\$236.39		
	CM59242		05/25/2021	CREDIT MEMO			(\$150.00)		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$559.16		
130140	06/10/2021	Open			Accounts Payable	ST FRANCIS ELECTRIC INC	\$9,502.97		
	<u>Invoice</u>			<u>Date</u>			<u>Description</u>	<u>Amount</u>	
	17746113		05/25/2021	January Response			\$3,748.61		
	17746112		05/25/2021	January Routine			\$5,754.36		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	216 - Streets - Local Transportation			216.11000 (Cash)			\$9,502.97		

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130141	06/10/2021	Open			Accounts Payable	STANISLAUS COUNTY DEPT OF ENVIRONMENTAL RESOURCES	\$265.86		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	IN0019365		06/03/2021		BATTERY WASTE		\$177.24		
	IN0019339		06/03/2021		BATTERY WASTE		\$88.62		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	204 - AB 939 Integrated Waste Mgmt				204.11000 (Cash)		\$265.86		
130142	06/10/2021	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$60.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	44061		06/03/2021		T2 CERTIFICATION REQUEST FOR CARLOS GUERRERO		\$60.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$60.00		
130143	06/10/2021	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$3,500.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	EA-AN-0921-2150		05/25/2021		ELAP Annual Fee		\$3,500.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,750.00		
	420 - WATER				420.11000 (Cash)		\$1,750.00		
130144	06/10/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	05312021BECCHETT		06/03/2021		5-31-21 PAYROLL ATTACHMENT		\$439.13		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$439.13		
130145	06/10/2021	Open			Accounts Payable	TANK TOWN MEDIA LLC	\$312.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	76388		06/04/2021		Part-Time Fleet Maintenance Worker Advertisement		\$312.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$312.00		
130146	06/10/2021	Open			Accounts Payable	TBA AUTO PARTS	\$3,074.89		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	APRIL 2021		06/03/2021		APRIL 2021		\$3,074.89		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$2,517.32		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$14.49		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$177.00		
	420 - WATER				420.11000 (Cash)		\$14.49		
	426 - Transit				426.11000 (Cash)		\$351.59		
130147	06/10/2021	Open			Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$5,040.78		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	283733		05/25/2021		Liquid Chlorine - EMPTIES		(\$6,000.00)		
	283732		05/25/2021		Liquid Chlorine		\$11,040.78		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$5,040.78		

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130148	06/10/2021	Open			Accounts Payable	THERMO KING MODESTO INC	\$342.95		
	Invoice		Date	Description		Amount			
	SM83295		06/03/2021	TRA15-1040O		\$194.58			
	MI65473		06/03/2021	TRA15-1040PP		\$148.37			
	Paying Fund			Cash Account		Amount			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		\$342.95			
130149	06/10/2021	Open			Accounts Payable	TRIMAX MOWING SYSTEMS	\$724.75		
	Invoice		Date	Description		Amount			
	INV2003256		06/03/2021	SP20-4540		\$724.75			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$724.75			
130150	06/10/2021	Open			Accounts Payable	TURLOCK CITY TOW INC	\$681.25		
	Invoice		Date	Description		Amount			
	118752		06/08/2021	TOWING SERVICE FOR PARKS 4/22/21 PK03-4280		\$130.00			
	119002		06/08/2021	TOWING SERVICE FOR PD EVIDENCE TOW 4/23/21		\$71.25			
	107991		06/08/2021	TOWING SERVICE FOR PD ON 4/28/21 POL16-1301		\$30.00			
	118836		06/08/2021	TOWING SERVICE FOR PD ON 4/28/21 POL19-1336		\$30.00			
	118831		06/08/2021	TOWING SERVICE FOR PD ON 4/23/21 POL16-1319		\$30.00			
	119737		06/08/2021	TOWING SERVICE FOR PD ON 4/29/21 POL17-1319		\$35.00			
	120201		06/08/2021	TOWING SERVICE FOR PD EVIDENCE 5/3/21		\$135.00			
	118846		06/08/2021	TOWING SERVICE FOR PD EVIDENCE TOW 5/4/21		\$30.00			
	120168		06/08/2021	TOWING SERVICE FOR PD ON 5/5/21 POL16-1308		\$30.00			
	118847		06/08/2021	TOWING SERVICE FOR PD ON 5/6/21 POL17-1317		\$30.00			
	120207		06/08/2021	TOWING SERVICE FOR PD ON 5/6/21 POL17-1317		\$35.00			
	119111		06/08/2021	TOWING SERVICE FOR PARKS 5/13/21 PK01-4111		\$30.00			
	118763		06/08/2021	TOWING SERVICE FOR PARKS 5/17/21 PK08-4340		\$35.00			
	119210		06/08/2021	TOWING SERVICE FOR ASSESSMENTS 5/17/21		\$30.00			
				AD06-0419					
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$651.25			
	246 - Landscape Assessment			246.11000 (Cash)		\$30.00			
130151	06/10/2021	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC	\$4,768.32		
	Invoice		Date	Description		Amount			
	49178728		05/25/2021	Sodium Bisulfite		\$4,768.32			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,768.32			
130152	06/10/2021	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$1,798.20		
	Invoice		Date	Description		Amount			
	STMT 6/1/21		06/08/2021	Acct #127022 - City-wide internet service		\$555.87			
	STMT 6-1-21		06/08/2021	Acct #128444 - Public Safety internet service		\$686.26			
	STMT 06-01-21		06/08/2021	Acct #131803 - Transit Center telephone		\$556.07			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$686.26			
	426 - Transit			426.11000 (Cash)		\$556.07			
	501 - Information Technology			501.11000 (Cash)		\$555.87			

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130153	06/10/2021	Open			Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$500.00		
	Invoice		Date	Description		Amount			
	12-2772		06/03/2021	Project Management Software Tool for Capital Projects -June 2021		\$500.00			
	Paying Fund			Cash Account		Amount			
	502 - Engineering			502.11000 (Cash)		\$500.00			
130154	06/10/2021	Open			Accounts Payable	VISION SERVICE PLAN CA	\$1,461.46		
	Invoice		Date	Description		Amount			
	812406724		06/04/2021	PREMIUMS JUNE 2021 COBRA		\$5.11			
	812406725		06/04/2021	PREMIUMS JUNE 2021 RETIREE		\$97.09			
	812406726		06/04/2021	PREMIUMS JUNE 2021 TMAPS		\$30.66			
	812406727		06/04/2021	PREMIUMS JUNE 2021 TAPO		\$388.36			
	812406728		06/04/2021	PREMIUMS JUNE 2021 - FIRE		\$158.41			
	812406729		06/04/2021	PREMIUMS JUNE 2021 CONFIDENTIAL		\$20.44			
	812406730		06/04/2021	PREMIUMS JUNE 2021 TCEA		\$669.41			
	812406731		06/04/2021	PREMIUMS JUNE 2021 MANAGEMENT		\$91.98			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$1,461.46			
130155	06/10/2021	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	\$3,198.48		
	Invoice		Date	Description		Amount			
	S2028119.001		05/25/2021	RF Links for Sewer Lift Stations		\$1,109.84			
	S2028077.001		05/25/2021	RF Links for Sewer Lift Stations		\$2,088.64			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,198.48			
130156	06/10/2021	Open			Accounts Payable	WMB ARCHITECTS INC	\$7,040.00		
	Invoice		Date	Description		Amount			
	23934		06/03/2021	SR01, 20-010 Corp Yard Security & Lighting Imp 4/21/21-5/20/21		\$7,040.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$7,040.00			
130157	06/10/2021	Open			Accounts Payable	ZOLL DATA SYSTEMS, INC.	\$1,520.92		
	Invoice		Date	Description		Amount			
	INV00083218		06/03/2021	THIRD PARTY ACCESS		\$52.00			
	INV00083217		06/03/2021	HOSTED FIRE RMS - JUNE 2021		\$1,468.92			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$52.00			
	240 - Small Equipment Replacement			240.11000 (Cash)		\$1,468.92			
130158	06/10/2021	Open			Accounts Payable	CONTRERAS, PATRICIA	\$45.00		
	Invoice		Date	Description		Amount			
	9777417		06/04/2021	REFUND FOR ASES		\$45.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$45.00			
130159	06/10/2021	Open			Accounts Payable	GARZA, GLORIA	\$600.00		
	Invoice		Date	Description		Amount			
	PROF DEV FY20/21		06/08/2021	PROFESSIONAL DEVELOPMENT FY 20/21		\$600.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$600.00			

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130160	06/10/2021	Open			Accounts Payable	Gosha, Jorj	\$131.52		
	Invoice		Date	Description		Amount			
	3460 Stanley Ave		06/04/2021	Reimbursement of overage payment		\$131.52			
	Paying Fund			Cash Account		Amount			
	257 - State HOME Funds			257.11000 (Cash)		\$131.52			
130161	06/10/2021	Open			Accounts Payable	Griggs, Melissa	\$150.00		
	Invoice		Date	Description		Amount			
	6/15/21-RDavis		06/03/2021	Backflow Tester Workshop on 6/15/21 for Roy Davis		\$150.00			
	Paying Fund			Cash Account		Amount			
	502 - Engineering			502.11000 (Cash)		\$150.00			
130162	06/10/2021	Open			Accounts Payable	LESLIE'S SWIMMING POOL SUPPLIES	\$172.39		
	Invoice		Date	Description		Amount			
	00398-02-048969		06/02/2021	LESLIE'S - COLUMBIA POOL SUPPLIES		\$172.39			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$172.39			
130163	06/10/2021	Open			Accounts Payable	Orosco, Anthony	\$95.00		
	Invoice		Date	Description		Amount			
	6/4/21-QSP		06/03/2021	Reimbursement for QSP Renewal (Certificate #25553)		\$95.00			
	Paying Fund			Cash Account		Amount			
	502 - Engineering			502.11000 (Cash)		\$95.00			
130164	06/10/2021	Open			Accounts Payable	RODRIGUEZ, JOEY	\$34.00		
	Invoice		Date	Description		Amount			
	TR 4570 PER DIEM		06/03/2021	ELECTRONIC SURVEILLANCE CERT - SAN PABLO - 6/10		\$34.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$34.00			
130165	06/10/2021	Open			Accounts Payable	STRICKLAND, CALLIE	\$250.00		
	Invoice		Date	Description		Amount			
	TR4578 PER DIEM		06/03/2021	PC 832 LAWS OF ARREST - SAN JOSE - 6/13 TO 6/18		\$250.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$250.00			
130166	06/10/2021	Open			Accounts Payable	STRICKLAND, CALLIE	\$141.00		
	Invoice		Date	Description		Amount			
	138501 REC		06/03/2021	TR 4578 TUITION - PC 832 LAWS OF ARREST 6/14- 6/18/21		\$141.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$141.00			

Type Check Totals:
AP - Accounts Payable Totals

92 Transactions

\$280,404.83

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	92	\$280,404.83	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	92	\$280,404.83	\$0.00

Payment Register

From Payment Date: 6/4/2021 - To Payment Date: 6/10/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	92	\$280,404.83	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	92	\$280,404.83	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	92	\$280,404.83	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	92	\$280,404.83	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	92	\$280,404.83	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	92	\$280,404.83	\$0.00	

Payment Register

From Payment Date: 6/11/2021 - To Payment Date: 6/17/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
130167	06/14/2021	Open			Utility Management Refund	STRAND, TED	\$70.35		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Amount</u>		
		Single Family Res Flat	656364-001	MOVE-OUT CREDIT	06/14/2021	Refund			
		<u>Paying Fund</u>		<u>Cash Account</u>			<u>Amount</u>		
		110 - General Fund		110.11000 (Cash)			\$70.35		
130168	06/15/2021	Open			Accounts Payable	CARPETMAN PRO FLOORING INC	\$4,203.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
		05/21/21	06/10/2021	701 S. WALNUT-FLEET UPSTAIRS BREAKROOM			\$4,203.00		
		<u>Paying Fund</u>		<u>Cash Account</u>			<u>Amount</u>		
		410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$2,101.50		
		420 - WATER		420.11000 (Cash)			\$2,101.50		
130169	06/15/2021	Open			Accounts Payable	BROWN, CARL	\$292.80		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
		TR# 4536	06/10/2021	MITCH'S CERTIFIED BACKFLOW PREVENTION TESTER 6/24/21-6/26/21			\$292.80		
		<u>Paying Fund</u>		<u>Cash Account</u>			<u>Amount</u>		
		420 - WATER		420.11000 (Cash)			\$292.80		
130170	06/17/2021	Open			Accounts Payable	ABS DIRECT INC	\$5,700.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
		MP-20210614	06/14/2021	POSTAGE ADVANCE FOR JUNE /JULY 2021			\$5,700.00		
		<u>Paying Fund</u>		<u>Cash Account</u>			<u>Amount</u>		
		110 - General Fund		110.11000 (Cash)			\$5,700.00		
130171	06/17/2021	Open			Accounts Payable	Aramark Uniform Services	\$3,215.95		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
		5/31/21	06/14/2021	UNIFORM RENTAL & LAUNDRY SERVICES - MAY 2021			\$3,215.95		
		<u>Paying Fund</u>		<u>Cash Account</u>			<u>Amount</u>		
		110 - General Fund		110.11000 (Cash)			\$990.35		
		205 - Sports Facilities		205.11000 (Cash)			\$109.07		
		217 - Streets - Gas Tax		217.11000 (Cash)			\$175.54		
		246 - Landscape Assessment		246.11000 (Cash)			\$195.00		
		410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$1,210.23		
		420 - WATER		420.11000 (Cash)			\$186.86		
		426 - Transit		426.11000 (Cash)			\$121.60		
		505 - Fleet		505.11000 (Cash)			\$227.30		
130172	06/17/2021	Open			Accounts Payable	AT&T/SBC	\$33.34		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
		PD 6/7/21	06/14/2021	Acct# 234 371-3447 543 0/ Police Dept			\$33.34		
		<u>Paying Fund</u>		<u>Cash Account</u>			<u>Amount</u>		
		110 - General Fund		110.11000 (Cash)			\$33.34		
130173	06/17/2021	Open			Accounts Payable	BARTKIEWICZ KRONICK & SHANAHAN	\$2,887.50		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
		5/31/2021	06/11/2021	SRWA - Legal Services for 2020-21 for May 2021			\$2,887.50		
		<u>Paying Fund</u>		<u>Cash Account</u>			<u>Amount</u>		

Payment Register

From Payment Date: 6/11/2021 - To Payment Date: 6/17/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	950 - SRWA			950.11000 (Cash)			\$2,887.50		
130174	06/17/2021	Open			Accounts Payable	BAY CITY BOILER AND ENGINEERING CO., INC.	\$10,163.95		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	W15800		06/09/2021	Boiler Services		\$10,163.95			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$10,163.95			
130175	06/17/2021	Open			Accounts Payable	BONANDER TRUCKS	\$8,246.87		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	122791P		06/10/2021	HYDRAULIC DUMP TRAILER		\$8,246.87			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	201 - Asset Forfeiture			201.11000 (Cash)		\$8,246.87			
130176	06/17/2021	Open			Accounts Payable	CAROLLO ENGINEERS	\$658,233.30		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	FB10704		06/11/2021	18-69 Surface Water Dist. Syst. Improvements - March 2021		\$320,993.11			
	FB11048		06/11/2021	18-69 Surface Water Dist. Syst. Improvements - April 2021		\$337,240.19			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$658,233.30			
130177	06/17/2021	Open			Accounts Payable	CDW LLC	\$4,038.67		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	D758869		06/14/2021	SURFACE PRO COVERS (4)		\$303.06			
	F283236		06/14/2021	(3) SURFACE PROS - MUNI		\$3,735.61			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,038.67			
130178	06/17/2021	Open			Accounts Payable	CH2M Hill Engineers, Inc	\$4,076,046.31		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	010 R1		06/16/2021	SRWA - Design Build Contract 2020-2021 for May 2021		\$4,076,046.31			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	950 - SRWA			950.11000 (Cash)		\$4,076,046.31			
130179	06/17/2021	Open			Accounts Payable	City Direct, Inc	\$675.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	6040		06/10/2021	Turlock Direct Magazine		\$675.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$675.00			
130180	06/17/2021	Open			Accounts Payable	CITY OF TURLOCK - CASH	\$119.41		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	06-14-21		06/14/2021	FIN AR-REPLENISH PETTY CASH-06-14-21		\$119.41			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$98.41			
	502 - Engineering			502.11000 (Cash)		\$21.00			
130181	06/17/2021	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$18,942.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	28822296		06/10/2021	PSF PIGEON CLEAN UP AND NETTING		\$18,942.00			

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From Payment Date: 6/11/2021 - To Payment Date: 6/17/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	240 - Small Equipment Replacement			240.11000 (Cash)			\$18,942.00		
130182	06/17/2021	Open			Accounts Payable	COMMUNITY VETERINARY CLIN	\$1,362.19		
	Invoice			Date	Description		Amount		
	344519			06/10/2021	A034249 CONTRACT		\$489.09		
	344530			06/10/2021	A035558-A035527		\$287.74		
	344918			06/10/2021	A035643 A03557		\$130.00		
	342539			06/10/2021	A035382		\$11.00		
	342652			06/10/2021	A035388		\$44.36		
	343752			06/10/2021	A035362-A035457		\$260.00		
	343753			06/10/2021	VOUCHERS A035506-A035504		\$140.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$684.19		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$538.00		
	266 - Police Services Grants			266.11000 (Cash)			\$140.00		
130183	06/17/2021	Open			Accounts Payable	CONDOR EARTH TECH INC	\$1,368.50		
	Invoice			Date	Description		Amount		
	84892			06/09/2021	April 9 - May 23, 2021		\$1,147.50		
	84889			06/09/2021	April 7 - May 23, 2021		\$221.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,368.50		
130184	06/17/2021	Open			Accounts Payable	Consolidated Engineering, Inc.	\$49,283.62		
	Invoice			Date	Description		Amount		
	PP1/CP20028			06/11/2021	20-028 Storm Drain Improvements at Clara/Forest 5/10/21-5/31/21		\$49,283.62		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$49,283.62		
130185	06/17/2021	Open			Accounts Payable	CVCWA	\$3,500.00		
	Invoice			Date	Description		Amount		
	2018-23			06/09/2021	Freshwater Mussels Study Collaborative Study Phase IIC 18/19		\$3,500.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,500.00		
130186	06/17/2021	Open			Accounts Payable	DELL MARKETING LP	\$1,051.32		
	Invoice			Date	Description		Amount		
	10493018345			06/14/2021	27" MONITOR FOR MUNI DIRECTORS OFFICE		\$387.24		
	10492740493			06/14/2021	27" MONITOR FOR HIGH TECH DETECTIVE		\$387.24		
	10487408260			06/14/2021	SPEAKERS FOR FIRE DEPT.		\$28.00		
	10488394502			06/14/2021	USB TO VGA - (COMPUTER REPLACEMENT)		\$192.83		
	10491052408			06/14/2021	SPEAKERS FOR FIRE STATIONS		\$56.01		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$471.25		
	242 - Computer Replacement			242.11000 (Cash)			\$192.83		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$193.61		
	420 - WATER			420.11000 (Cash)			\$193.63		
130187	06/17/2021	Open			Accounts Payable	DELTA WIRELESS & NETWORK	\$15,301.00		
	Invoice			Date	Description		Amount		
	104005645-1			06/10/2021	MAINTENANCE AGREEMENT - MAY 2021		\$15,301.00		

Payment Register

From Payment Date: 6/11/2021 - To Payment Date: 6/17/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$369.92		
	116 - Special Public Safety			116.11000 (Cash)			\$12,710.17		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$555.24		
	420 - WATER			420.11000 (Cash)			\$555.25		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$185.08		
	426 - Transit			426.11000 (Cash)			\$555.17		
	505 - Fleet			505.11000 (Cash)			\$370.17		
130188	06/17/2021	Open			Accounts Payable	EQUIFAX	\$9.66		
	Invoice			Date	Description		Amount		
				06/10/2021	BACKGROUND PROCESS - APPLICANT		\$9.66		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$9.66		
130189	06/17/2021	Open			Accounts Payable	FLYMOTION, LLC	\$11,210.09		
	Invoice			Date	Description		Amount		
				06/10/2021	UNMANNED AERIAL SYSTEM EQUIPMENT		\$11,210.09		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$11,210.09		
130190	06/17/2021	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$5,408.25		
	Invoice			Date	Description		Amount		
				06/09/2021	Drinking Water Wells		\$2,054.50		
				06/09/2021	Drinking Water Wells		\$202.25		
				06/09/2021	Drinking Water Wells		\$283.50		
				06/09/2021	Quarterly Wastewater Samples		\$52.50		
				06/09/2021	Quarterly Wastewater Samples		\$52.50		
				06/09/2021	Quarterly Wastewater Samples		\$52.50		
				06/09/2021	Wastewater Monthly		\$654.75		
				06/09/2021	Monthly Wastewater Samples		\$152.25		
				06/09/2021	Monthly Wastewater Samples		\$204.75		
				06/09/2021	Process Control - Bis		\$204.75		
				06/09/2021	Downtown PCE Remediation		\$1,494.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,374.00		
	420 - WATER			420.11000 (Cash)			\$4,034.25		
130191	06/17/2021	Open			Accounts Payable	GHD INC	\$25,306.25		
	Invoice			Date	Description		Amount		
				06/11/2021	Engineering and Traffic Survey Services - srvs through 5/29/21		\$25,306.25		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$25,306.25		
130192	06/17/2021	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$49,893.48		
	Invoice			Date	Description		Amount		
				06/14/2021	Fuel for Fire #3		\$2,015.81		
				06/14/2021	Fuel for Fire #3		\$1,485.58		
				06/14/2021	CUST #24090 - Fuel Expense for 5/1/21 - 5/15/21		\$23,594.40		
				06/14/2021	CUST #24090 - Fuel Expense for 5/16/21 - 5/31/21		\$22,797.69		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$29,764.35		

Payment Register

From Payment Date: 6/11/2021 - To Payment Date: 6/17/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				205.11000 (Cash)			\$577.57		
				217.11000 (Cash)			\$2,664.20		
				246.11000 (Cash)			\$2,344.73		
				255.11000 (Cash)			\$41.14		
				405.11000 (Cash)			\$135.80		
				410.11000 (Cash)			\$4,718.27		
				420.11000 (Cash)			\$4,311.65		
				425.11000 (Cash)			\$1,420.77		
				426.11000 (Cash)			\$3,426.45		
				502.11000 (Cash)			\$488.55		
130193	06/17/2021	Open			Accounts Payable	Granberg & Associates	\$22,807.00		
	Invoice		Date	Description			Amount		
	37		06/11/2021	SRWA Contract General Manager for 2020-21 for May 2021			\$22,807.00		
	Paying Fund			Cash Account			Amount		
	950 - SRWA			950.11000 (Cash)			\$22,807.00		
130194	06/17/2021	Open			Accounts Payable	GREEN HORIZON INC	\$500.00		
	Invoice		Date	Description			Amount		
	31176		06/08/2021	Green Horizon-Landscape Maintenance			\$120.00		
	31105		06/08/2021	Green Horizon-Landscape Maintenance			\$380.00		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$500.00		
130195	06/17/2021	Open			Accounts Payable	HILMAR LUMBER INC	\$724.34		
	Invoice		Date	Description			Amount		
	477745		06/09/2021	Material for Irrigation Spool for Parks			\$237.37		
	481747		06/09/2021	Open purchase order for Muni Services Department supplies.			\$182.81		
	480396		06/09/2021	Open purchase order for Muni Services Department supplies.			\$222.92		
	485174		06/09/2021	Hypo / ACH Project			\$78.68		
	485242		06/09/2021	Hypo / ACH Project			\$2.56		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$237.37		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$486.97		
130196	06/17/2021	Open			Accounts Payable	HORIZON WATER & ENVIR LLC	\$10,196.33		
	Invoice		Date	Description			Amount		
	5278		06/16/2021	SRWA - Phase III Environmental Work for May 2020-21			\$10,196.33		
	Paying Fund			Cash Account			Amount		
	950 - SRWA			950.11000 (Cash)			\$10,196.33		
130197	06/17/2021	Open			Accounts Payable	HUNTINGTON COURT REPORTER	\$1,209.24		
	Invoice		Date	Description			Amount		
	33760		06/10/2021	5/1/21-5/15/21 DICTATION			\$1,209.24		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,209.24		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130198	06/17/2021	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	\$5,850.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	39681305		06/10/2021		RMS INTEGRATION		\$5,850.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	240 - Small Equipment Replacement				240.11000 (Cash)		\$5,850.00		
130199	06/17/2021	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$10.75		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	10253367		06/14/2021		Acct #9020101104 - Translation services for Police Department		\$10.75		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$10.75		
130200	06/17/2021	Open			Accounts Payable	LEHIGH HANSON INC	\$307.02		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2250257		06/10/2021		LEHIGH - ASPHALT FOR STREETS		\$148.58		
	2250750		06/10/2021		LEHIGH - ASPHALT FOR STREETS		\$158.44		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$307.02		
130201	06/17/2021	Open			Accounts Payable	MONTE VISTA SMALL ANIMAL HOSPITAL	\$145.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	517403		06/10/2021		VA035136		\$60.00		
	517401		06/10/2021		VA034705		\$65.00		
	517404		06/10/2021		VA035036		\$20.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	203 - Animal Fee Forfeiture				203.11000 (Cash)		\$5.00		
	266 - Police Services Grants				266.11000 (Cash)		\$140.00		
130202	06/17/2021	Open			Accounts Payable	MOS Equipment	\$5,612.67		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	635027		06/10/2021		BLOCKER LOCKER		\$5,612.67		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$5,612.67		
130203	06/17/2021	Open			Accounts Payable	MOTOROLA INC	\$23,359.43		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	16145752		06/10/2021		TWO RADIOS		\$11,134.40		
	1187050603		06/10/2021		TWO RADIOS		\$12,225.03		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	266 - Police Services Grants				266.11000 (Cash)		\$23,359.43		
130204	06/17/2021	Open			Accounts Payable	P G & E	\$5,779.10		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	SENIOR 6-9-21		06/14/2021		2890831960-2 / 1191 Cahill St		\$74.55		
	CITY HALL 6-9-21		06/14/2021		3254375586-5 / 156 S Broadway		\$80.82		
	FIRE#1 6-9-21		06/14/2021		3159594551-5 / 540 Marshall St		\$223.65		
	AC 6/10/21		06/14/2021		6266210492-6 / 801 S Walnut Rd		\$8.11		
	WQC 6/10/21		06/14/2021		6307877156-3 / 901 S Walnut Rd		\$5,234.02		
	WQC 6-10-21		06/14/2021		6349543820-0 / 901 S Walnut Rd		\$83.19		
	WLNT#E 6/10/21		06/14/2021		6141210500-1 / 701 S Walnut Rd E		\$8.11		
	FIRE#2 6/10/21		06/14/2021		6182877164-4 / 791 S Walnut Rd		\$28.47		

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	FIRE#3 6/6/21		06/14/2021	2087893140-9 / 501 E Monte Vista Ave			\$38.18		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$453.78		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$8.11		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$5,317.21		
130205	06/17/2021	Open			Accounts Payable	Platt Electric Supply	\$158.13		
	Invoice		Date	Description			Amount		
	1P47404		06/09/2021	Tool for new employee			\$76.59		
	1p68328		06/09/2021	Open purchase order for Muni Services Department supplies.			\$81.54		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$158.13		
130206	06/17/2021	Open			Accounts Payable	PROTECH SECURITY/ELEC INC	\$1,245.00		
	Invoice		Date	Description			Amount		
	10786		06/14/2021	CITY HALL MONTHLY MONITORING - JUNE 2021			\$98.00		
	10784		06/14/2021	PSF MONTHLY MONITORING - JUNE 2021			\$490.00		
	10783		06/14/2021	SWITCH GEAR BLDG QUARTERLY MONITORING - JULY - SEPT 2021			\$150.00		
	10782		06/14/2021	TRANSIT CENTER -BURGLARY ALARM MONITORING - JULY/AUG/SEP 2021			\$120.00		
	10787		06/14/2021	TRANSIT CENTER QUARTERLY MONITORING - JUL-SEP 2021			\$237.00		
	10785		06/14/2021	CHLORINE BLDG QUARTERLY MONITORING - JUL-SEP 2021			\$150.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$588.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$300.00		
	426 - Transit			426.11000 (Cash)			\$357.00		
130207	06/17/2021	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$3,715.87		
	Invoice		Date	Description			Amount		
	85115		06/09/2021	April 1 - 30, 2021			\$225.00		
	84610		06/09/2021	March 1 - 31, 2021			\$3,490.87		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$3,715.87		
130208	06/17/2021	Open			Accounts Payable	RANDIK PAPER CO	\$877.89		
	Invoice		Date	Description			Amount		
	185350-01		06/14/2021	JANITORIAL PAPER & CLEANING SUPPLIES			\$23.03		
	186216		06/14/2021	JANITORIAL PAPER & CLEANING SUPPLIES			\$331.44		
	185617-01		06/14/2021	JANITORIAL PAPER & CLEANING SUPPLIES			\$57.61		
	186216-01		06/14/2021	JANITORIAL PAPER & CLEANING SUPPLIES			\$102.52		
	186661		06/14/2021	JANITORIAL PAPER & CLEANING SUPPLIES			\$363.29		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$877.89		
130209	06/17/2021	Open			Accounts Payable	REED INC, GEORGE	\$363.73		
	Invoice		Date	Description			Amount		
	1002239779		06/10/2021	GEORGE REED - ASPHALT			\$363.73		
	Paying Fund			Cash Account			Amount		

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	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$363.73		
130210	06/17/2021	Open			Accounts Payable	ROLAND PHD, JOCELYN E	\$2,000.00		
	Invoice		Date	Description		Amount			
	18972		06/10/2021	POLICE - MAY 2021 CONTRACT		\$1,000.00			
	18876		06/10/2021	POLICE - APRIL 2021 CONTRACT		\$1,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,000.00			
130211	06/17/2021	Open			Accounts Payable	SAFARILAND LLC	\$704.96		
	Invoice		Date	Description		Amount			
	IO10-356467		06/10/2021	CERVANTEZ VEST		\$704.96			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$704.96			
130212	06/17/2021	Open			Accounts Payable	SecureIt Tactical, Inc.	\$2,090.65		
	Invoice		Date	Description		Amount			
	320391		06/10/2021	TRUNK GUN SAFES		\$2,090.65			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,090.65			
130213	06/17/2021	Open			Accounts Payable	STALKER RADAR, APPLIED CONCEPTS INC	\$198.82		
	Invoice		Date	Description		Amount			
	384575		06/10/2021	TRF STAT SENSOR		\$198.82			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$198.82			
130214	06/17/2021	Open			Accounts Payable	STATE OF CALIFORNIA	\$1,741.00		
	Invoice		Date	Description		Amount			
	512386		06/10/2021	MAY 2021 FINGERPRINTING		\$1,741.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,741.00			
130215	06/17/2021	Open			Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$3,360.52		
	Invoice		Date	Description		Amount			
	284126		06/09/2021	Liquid Chlorine		\$7,360.52			
	284127		06/09/2021	Liquid Chlorine		(\$4,000.00)			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,360.52			
130216	06/17/2021	Open			Accounts Payable	THORSEN'S-NORQUIST, INC.	\$200.78		
	Invoice		Date	Description		Amount			
	1107460		06/10/2021	THORSENS - GATE VALVE REPLACEMENT		\$200.78			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$200.78			
130217	06/17/2021	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$5,000.00		
	Invoice		Date	Description		Amount			
	17143		06/10/2021	Consulting Services for the month of May 2021		\$5,000.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,500.00			
	420 - WATER			420.11000 (Cash)		\$2,500.00			

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130218	06/17/2021	Open			Accounts Payable	TURLOCK IRRIGATION DISTRICT	\$14,787.76		
	Invoice		Date		Description	Amount			
	27411		06/16/2021		Aldrich Road bridge / Ceres main canal easements	\$14,787.76			
	Paying Fund				Cash Account	Amount			
	950 - SRWA				950.11000 (Cash)	\$14,787.76			
130219	06/17/2021	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$700,000.00		
	Invoice		Date		Description	Amount			
	JUN 2021 PAYMENT		06/14/2021		JUNE 2021 PAYMENT	\$700,000.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$700,000.00			
130220	06/17/2021	Open			Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$1,489.00		
	Invoice		Date		Description	Amount			
	1911170		06/10/2021		APRIL 2021	\$1,489.00			
	Paying Fund				Cash Account	Amount			
	203 - Animal Fee Forfeiture				203.11000 (Cash)	\$644.00			
	266 - Police Services Grants				266.11000 (Cash)	\$845.00			
130221	06/17/2021	Open			Accounts Payable	UNITED SAMARITANS FDT INC	\$2,336.29		
	Invoice		Date		Description	Amount			
	FY 20/21 DRAW 4		06/08/2021		UNITED SAMARITANS FOUNDATION PUBLIC SERV.-SENIOR FY 2020-2021	\$2,336.29			
	Paying Fund				Cash Account	Amount			
	255 - CDBG				255.11000 (Cash)	\$2,336.29			
130222	06/17/2021	Open			Accounts Payable	US BANK OFFICE EQUIPMENT	\$1,482.79		
	Invoice		Date		Description	Amount			
	445661309		06/14/2021		Lease Agreement for Payroll Copier 06/09/21-07/08/21	\$66.44			
	444461966		06/16/2021		Lease agreement for 9 copiers 05/23/21 - 06/22/21	\$1,416.35			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$1,128.71			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$171.12			
	502 - Engineering				502.11000 (Cash)	\$182.96			
130223	06/17/2021	Open			Accounts Payable	VERIZON WIRELESS	\$3,754.30		
	Invoice		Date		Description	Amount			
	9881188859		06/14/2021		972530635-00006 HOUSING (5/4 - 6/3/21)	\$53.47			
	9881188861		06/14/2021		972530635-00010 IPADS - COUNCIL (5/4 - 6/3/21)	\$114.03			
	9881188864		06/14/2021		972530635-00016 WQC (5/04 - 6/03/21)	\$159.17			
	9881188865		06/14/2021		972530635-00017 - IT (5/4 - 6/3/21)	\$135.73			
	9881188858		06/14/2021		972530635-00004 BUILDING & PLANNING (5/04 - 6/03/21)	\$280.60			
	9881188866		06/14/2021		972530635-00019 ELECTRICAL (5/4 - 6/3/21)	\$168.57			
	9881188860		06/14/2021		972530635-00008 CITY CLERK (5/04 - 6/03/21)	\$151.96			
	9881188857		06/14/2021		972530635-00003 ENGINEERING (5/4 - 6/3/21)	\$960.56			
	9881188863		06/14/2021		972530635-00015 UTILITIES (5/04 - 06/03/21)	\$1,272.34			
	9881188862		06/14/2021		972530635-00013 RECREATION ASES (5/4 - 6/3/21)	\$457.87			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$530.63			
	204 - AB 939 Integrated Waste Mgmt				204.11000 (Cash)	\$14.93			
	217 - Streets - Gas Tax				217.11000 (Cash)	\$88.79			
	246 - Landscape Assessment				246.11000 (Cash)	\$176.62			

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	255 - CDBG			255.11000 (Cash)			\$53.47		
	270 - Recreation Grants			270.11000 (Cash)			\$179.75		
	405 - Building			405.11000 (Cash)			\$213.40		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$639.92		
	420 - WATER			420.11000 (Cash)			\$760.50		
	426 - Transit			426.11000 (Cash)			\$186.78		
	501 - Information Technology			501.11000 (Cash)			\$135.73		
	502 - Engineering			502.11000 (Cash)			\$773.78		
130224	06/17/2021	Open			Accounts Payable	Viking Shred, LLC	\$100.00		
	Invoice		Date	Description			Amount		
	51105495		06/14/2021	CITY WIDE SHREDDING - JUNE 2021			\$100.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$100.00		
130225	06/17/2021	Open			Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$500.00		
	Invoice		Date	Description			Amount		
	12-2374		06/11/2021	Project Management Software Tool for Capital Projects -July 2021			\$500.00		
	Paying Fund			Cash Account			Amount		
	502 - Engineering			502.11000 (Cash)			\$500.00		
130226	06/17/2021	Open			Accounts Payable	WARDEN'S OFFICE INC	\$1,659.10		
	Invoice		Date	Description			Amount		
	58297-0		06/10/2021	OFFICE CHAIR FOR CARL BROWN			\$829.55		
	58218-0		06/10/2021	OFFICE CHAIR FOR VALERIE CASTRO			\$829.55		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$829.55		
	420 - WATER			420.11000 (Cash)			\$829.55		
130227	06/17/2021	Open			Accounts Payable	WEST PUBLISHING CORPORATION	\$273.76		
	Invoice		Date	Description			Amount		
	844451058		06/10/2021	MAY 2021			\$273.76		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$273.76		
130228	06/17/2021	Open			Accounts Payable	WEXBANK	\$250.06		
	Invoice		Date	Description			Amount		
	72326751		06/17/2021	SHELL FUEL - 06/15/21 STATEMENT			\$250.06		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$250.06		
130229	06/17/2021	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	\$1,156.00		
	Invoice		Date	Description			Amount		
	741537		06/17/2021	Add 2 Gillig Low Floor Buses VIN #5707 & 5708			\$1,156.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$1,156.00		
130230	06/17/2021	Open			Accounts Payable	APRICOT VETERINARY CLINIC	\$380.35		
	Invoice		Date	Description			Amount		
	61400		06/10/2021	MISS PIG PIG A034953			\$380.35		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$380.35		

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130231	06/17/2021	Open			Accounts Payable	North Kern Training Center	\$120.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	TR 4579 TUITION		06/11/2021		PC 832 FIREARMS - CALLIE STRICKLAND - 6/26 TO 6/27		\$120.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$120.00		
130232	06/17/2021	Open			Accounts Payable	PALLIOS, JIM	\$1,650.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	EP21-063E		06/11/2021		PJB EP # 21-063E REFUND IMPROVEMENT SECURITY		\$1,650.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,650.00		
130233	06/17/2021	Open			Accounts Payable	PITT, MARYN	\$600.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	PRODEV FY 20/21		06/15/2021		PRODEV FY 20/21 REIMBURSEMENT FOR NEW CELL PHONE PURCHASE		\$600.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$600.00		
130234	06/17/2021	Open			Accounts Payable	SBRPSTC	\$154.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	TR 4580 TUITION		06/07/2021		FTO - SAN JOSE - 6/21 TO 6/25		\$154.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$154.00		
130235	06/17/2021	Open			Accounts Payable	SHAW, DAVE	\$192.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	TR 4563 PER DIEM		06/03/2021		SLI - RANCHO MURIETA - 6/27 TO 6/30		\$192.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$192.00		
130236	06/17/2021	Open			Accounts Payable	SIMILE CONSTRUCTION SERVICE INC	\$1,715.13		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	METER #14759392		06/11/2021		HYDRANT USE PERMIT REFUND		\$1,715.13		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$2,000.00		
	420 - WATER				420.11000 (Cash)		(\$284.87)		
130237	06/17/2021	Open			Accounts Payable	SMITH, PHILIP, PHILIP	\$34.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2021-00001495		06/11/2021		PER DIEM FOR TRAVEL #4577		\$34.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	301 - Capital Improvements				301.11000 (Cash)		\$34.00		
130238	06/17/2021	Open			Accounts Payable	STRICKLAND, CALLIE	\$150.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	TR 4579 PER DIEM		06/11/2021		PC 832 FIREARMS - SHAFTER, CA - 6/25 TO 6/27		\$150.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$150.00		

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130239	06/17/2021	Open			Accounts Payable	ULRICH, MATT	\$250.00		
	Invoice		Date	Description			Amount		
	TR 4580 PER DIEM		06/07/2021	FTO - SAN JOSE - 6/20 TO 6/25			\$250.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$250.00		
130240	06/17/2021	Open			Accounts Payable	VAN GUILDER, ALLISON	\$92.61		
	Invoice		Date	Description			Amount		
	FY 20/21		06/10/2021	PROFESSIONAL DEVELOPMENT REIMBURSEMENT - \$92.61			\$92.61		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$92.61		
130241	06/17/2021	Open			Accounts Payable	VIKING VENTURES LLC	\$3,245.00		
	Invoice		Date	Description			Amount		
	EP 21-097E		06/14/2021	PJB EP # 21-097E REFUND IMPROVEMENT SECURITY			\$3,245.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,245.00		

Type Check Totals:

AP - Accounts Payable Totals

75 Transactions

\$5,791,093.19

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	75	\$5,791,093.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	75	\$5,791,093.19	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	75	\$5,791,093.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	75	\$5,791,093.19	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	75	\$5,791,093.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	75	\$5,791,093.19	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	75	\$5,791,093.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	75	\$5,791,093.19	\$0.00

Payment Register

From Payment Date: 6/18/2021 - To Payment Date: 6/24/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
130242	06/22/2021	Open			Utility Management Refund	AGRESTI, DEBBI	\$1,090.10		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		112666-006	MOVE-OUT CREDIT	06/21/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$1,090.10		
130243	06/22/2021	Open			Utility Management Refund	BURBICK, PAIGE	\$35.68		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		504831-002	MOVE-OUT CREDIT	06/21/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$35.68		
130244	06/22/2021	Open			Utility Management Refund	COUCHMAN, NATHAN, JAMES	\$199.46		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		222992-007	MOVE-OUT CREDIT	06/21/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$199.46		
130245	06/22/2021	Open			Utility Management Refund	HAMMONS, MARCEY	\$39.84		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		111619-011	MOVE-OUT CREDIT	06/21/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$39.84		
130246	06/22/2021	Open			Utility Management Refund	HOWZE, TED	\$768.84		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		241954-005	MOVE-OUT CREDIT	06/21/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$768.84		
130247	06/22/2021	Open			Utility Management Refund	HUDDLESTON, MARGIE	\$152.22		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		290181-001	MOVE-OUT CREDIT	06/21/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$152.22		
130248	06/22/2021	Open			Utility Management Refund	SILVA, LINDA, T	\$307.15		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		196045-002	MOVE-OUT CREDIT	06/21/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$307.15		
130249	06/22/2021	Open			Utility Management Refund	SISNEROS, PAULA	\$182.05		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		75302-001	MOVE-OUT CREDIT	06/21/2021	Refund			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$182.05		
130250	06/24/2021	Open			Accounts Payable	AFLAC	\$4,088.24		
	Invoice		Date	Description			Amount		
	866980		06/18/2021	INDIVIDUAL JUNE 2021			\$4,088.24		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$4,088.24		
130251	06/24/2021	Open			Accounts Payable	AIRGAS NCN	\$1,120.60		
	Invoice		Date	Description			Amount		
	9980335985		06/15/2021	Cylinder Rental			\$37.30		
	9980335986		06/15/2021	Cylinder Rental			\$1,083.30		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,120.60		
130252	06/24/2021	Open			Accounts Payable	AMERICAN SEALS WEST INC	\$505.09		
	Invoice		Date	Description			Amount		
	756996		06/15/2021	O-Ring MTD Seat			\$505.09		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$505.09		
130253	06/24/2021	Open			Accounts Payable	AT&T / CALNET 3	\$4,860.81		
	Invoice		Date	Description			Amount		
	MULTI 6/24/21		06/18/2021	Multiple COT Accounts Paid on 06/24/2021 (MAY - JUNE)			\$3,405.04		
	000016609903		06/18/2021	BAN #9391034901 (T1 LINE - 4-way split)			\$166.16		
	000016609757		06/18/2021	BAN #9391034842 / PSF Phones 2096323265 (05/13/21 - 06/12/21)			\$520.94		
	000016609761		06/18/2021	BAN #9391034847 /City-wide system 2096682612957 5/13/21-6/12/21)			\$768.67		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,816.94		
	205 - Sports Facilities			205.11000 (Cash)			\$39.96		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$4.68		
	246 - Landscape Assessment			246.11000 (Cash)			\$4.68		
	255 - CDBG			255.11000 (Cash)			\$109.38		
	405 - Building			405.11000 (Cash)			\$40.71		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$217.74		
	420 - WATER			420.11000 (Cash)			\$158.27		
	426 - Transit			426.11000 (Cash)			\$248.55		
	501 - Information Technology			501.11000 (Cash)			\$155.92		
	502 - Engineering			502.11000 (Cash)			\$28.48		
	505 - Fleet			505.11000 (Cash)			\$35.50		
130254	06/24/2021	Open			Accounts Payable	AT&T MOBILITY	\$40.73		
	Invoice		Date	Description			Amount		
	7796X06162021		06/18/2021	992507796 / PD-IT Line			\$40.73		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$40.73		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130255	06/24/2021	Open			Accounts Payable	B&K Valves & Equipment, Inc.	\$14,610.06		
	Invoice		Date	Description			Amount		
	1047.1-1		06/15/2021	(5) CRISPIN MODEL UX20 COMBINATION AIR RELEASE VALVE			\$14,610.06		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$14,610.06		
130256	06/24/2021	Open			Accounts Payable	BACKFLOW DISTRIBUTORS, INC	\$585.41		
	Invoice		Date	Description			Amount		
	59614		06/16/2021	BACKFLOW PARTS			\$585.41		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$585.41		
130257	06/24/2021	Open			Accounts Payable	BAY AREA CONSULTANTS INC	\$5,700.00		
	Invoice		Date	Description			Amount		
	E073525		06/16/2021	Tank Inspection - Kilroy			\$1,900.00		
	E073526		06/16/2021	Tank Inspection - Fulkerth			\$1,900.00		
	E073527		06/16/2021	Tank Inspection - D St			\$1,900.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$5,700.00		
130258	06/24/2021	Open			Accounts Payable	BSK & ASSOCIATES	\$10,332.25		
	Invoice		Date	Description			Amount		
	0095184		06/18/2021	SR02, 20-027 Drinking Water Chlorination 5/31/21			\$10,332.25		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$10,332.25		
130259	06/24/2021	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$22.85		
	Invoice		Date	Description			Amount		
	06152021VALADEZ		06/18/2021	6-15-21 PAYROLL ATTACHMENT FOR ACCT# 100- 036551			\$22.85		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$22.85		
130260	06/24/2021	Open			Accounts Payable	CAROLLO ENGINEERS	\$29,466.00		
	Invoice		Date	Description			Amount		
	0197442		06/15/2021	March 1 - 31, 2021			\$29,466.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$29,466.00		
130261	06/24/2021	Open			Accounts Payable	CENTRAL SANITARY SUPPLY	\$1,740.80		
	Invoice		Date	Description			Amount		
	1161145		06/18/2021	JANITORIAL PAPER & CLEANING SUPPLIES			\$42.49		
	1161758		06/18/2021	JANITORIAL PAPER & CLEANING SUPPLIES			\$307.26		
	1162664		06/18/2021	JANITORIAL PAPER & CLEANING SUPPLIES			\$55.62		
	1163340		06/18/2021	JANITORIAL PAPER & CLEANING SUPPLIES			\$528.81		
	1164257		06/18/2021	JANITORIAL PAPER & CLEANING SUPPLIES			\$35.84		
	1164948		06/18/2021	JANITORIAL PAPER & CLEANING SUPPLIES			\$367.17		
	1166688		06/18/2021	JANITORIAL PAPER & CLEANING SUPPLIES			\$403.61		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,740.80		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130262	06/24/2021	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$3,781.19		
	Invoice		Date	Description		Amount			
	68202		06/18/2021	COMPRESSION FOR ACID PHASE BUILDING		\$3,404.00			
	68235		06/18/2021	REPLACE CONDENSER FAN MOTOR @ ACID PHASE BLDG 6/7/21		\$377.19			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,781.19			
130263	06/24/2021	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$993.57		
	Invoice		Date	Description		Amount			
	0000051061121		06/18/2021	8203 13 680 0000051 / City Hall (TV service)		\$524.57			
	0703380061621		06/18/2021	8203 13 001 0703380 / IT Internet		\$70.00			
	0461088061821		06/18/2021	8203 13 001 0461088 / City Hall		\$399.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$46.71			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$32.10			
	420 - WATER			420.11000 (Cash)		\$32.10			
	501 - Information Technology			501.11000 (Cash)		\$882.66			
130264	06/24/2021	Open			Accounts Payable	CHURCHWELL WHITE LLP	\$39,025.40		
	Invoice		Date	Description		Amount			
	FEB 2021		06/21/2021	Professional Services through February 2021 less retainer		\$27,588.80			
	MAR 2021		06/21/2021	Professional Services through March 2021		\$5,479.60			
	APR 2021		06/21/2021	Professional Services Through April 2021		\$5,957.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$37,470.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$39.60			
	420 - WATER			420.11000 (Cash)		\$1,288.10			
	426 - Transit			426.11000 (Cash)		\$227.70			
130265	06/24/2021	Open			Accounts Payable	CLARK BROS INC	\$1,100,575.00		
	Invoice		Date	Description		Amount			
	PP2/CP20027		06/18/2021	20-027 City Wide Chlorination 4/1/21 - 4/30/21		\$776,150.00			
	PP3/CP20027		06/18/2021	20-027 City Wide Chlorination 5/1/21 - 5/31/21		\$324,425.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$1,100,575.00			
130266	06/24/2021	Open			Accounts Payable	CRAIG SAFETY GROUP	\$2,858.75		
	Invoice		Date	Description		Amount			
	21819		06/15/2021	Safety Management Services		\$2,858.75			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,858.75			
130267	06/24/2021	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$6,765.12		
	Invoice		Date	Description		Amount			
	63693		06/17/2021	Unarmed Security Services for Transit Center 6/7/21-6/13/21		\$3,265.92			
	63653		06/17/2021	Unarmed Security Services for Transit Center 5/31/21-6/6/21		\$3,499.20			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$6,765.12			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130268	06/24/2021	Open			Accounts Payable	CUMULUS RADIO CORP	\$1,385.79		
	Invoice		Date	Description		Amount			
	5/13/21		06/15/2021	Stormwater Partnership 2021		\$535.79			
	6/14/21		06/15/2021	Recycling Partnership 2021 - KATM, KHKK, KHOP AND KWIN		\$850.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,385.79			
130269	06/24/2021	Open			Accounts Payable	CVCWA	\$125.00		
	Invoice		Date	Description		Amount			
	200000079		06/15/2021	Conference Registration - David Huff		\$125.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$125.00			
130270	06/24/2021	Open			Accounts Payable	DANIEL B COZAD DBA CENTRAL VALLEY SALINITY COALIAT	\$18,760.00		
	Invoice		Date	Description		Amount			
	06-18-2021		06/23/2021	2020 P&O Study Coalition		\$18,760.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$18,760.00			
130271	06/24/2021	Open			Accounts Payable	ESTATE OF RONALD V. PENDENZA AKA RONALD PENDENZA	\$499.28		
	Invoice		Date	Description		Amount			
	JULY 2021 - MS		06/18/2021	MAGIC SANDS-MOBILE HOME RENT SUBSIDY PROGRAM		\$499.28			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$499.28			
130272	06/24/2021	Open			Accounts Payable	FARIA, JAMIE	\$142.00		
	Invoice		Date	Description		Amount			
	06152021FARIA		06/18/2021	6-15-21 PAYROLL ATTACHMENT		\$142.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$142.00			
130273	06/24/2021	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC	\$497.00		
	Invoice		Date	Description		Amount			
	27324		06/18/2021	CAR WASH SERVICES - MAY 2021		\$497.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$402.50			
	205 - Sports Facilities			205.11000 (Cash)		\$3.50			
	255 - CDBG			255.11000 (Cash)		\$7.00			
	405 - Building			405.11000 (Cash)		\$7.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$52.50			
	420 - WATER			420.11000 (Cash)		\$3.50			
	426 - Transit			426.11000 (Cash)		\$7.00			
	502 - Engineering			502.11000 (Cash)		\$14.00			
130274	06/24/2021	Open			Accounts Payable	FASTENAL COMPANY INC	\$103.20		
	Invoice		Date	Description		Amount			
	CATUR173234		06/15/2021	WQC supplies		\$27.25			
	CATUR172873		06/15/2021	WQC Supplies		\$75.95			
	Paying Fund			Cash Account		Amount			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$103.20		
130275	06/24/2021	Open			Accounts Payable	FEDERAL EXPRESS	\$228.92		
			Invoice	Date	Description		Amount		
			7-408-63126	06/18/2021	SHIPPING CHARGES 6/18/21		\$99.64		
			7-401-48826	06/18/2021	SHIPPING CHARGES 6/11/21		\$129.28		
			Paying Fund		Cash Account		Amount		
			110 - General Fund	110.11000 (Cash)			\$116.74		
			420 - WATER	420.11000 (Cash)			\$112.18		
130276	06/24/2021	Open			Accounts Payable	FINANCIAL CREDIT NETWORK	\$1,085.83		
			Invoice	Date	Description		Amount		
			FCN-TRUT12-MAY21	06/18/2021	FCN - TRUT12 - MAY 2021		\$1,044.58		
			FCN-TRMS12-MAY21	06/18/2021	FCN - TRMS12 - MAY 2021		\$41.25		
			Paying Fund		Cash Account		Amount		
			110 - General Fund	110.11000 (Cash)			\$344.81		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$410.62		
			420 - WATER	420.11000 (Cash)			\$330.40		
130277	06/24/2021	Open			Accounts Payable	FIRST CHOICE INDUSTRIAL SUPPLY INC, DBA NORCAL SUPPLY CO	\$3,870.56		
			Invoice	Date	Description		Amount		
			076023	06/16/2021	DEPARTMENT SUPPLIES		\$399.14		
			074872	06/16/2021	DEPARTMENT SUPPLIES		\$2,416.40		
			076147	06/16/2021	DEPARTMENT SUPPLIES		\$1,055.02		
			Paying Fund		Cash Account		Amount		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$3,870.56		
130278	06/24/2021	Open			Accounts Payable	GARTON TRACTOR INC	\$52.07		
			Invoice	Date	Description		Amount		
			CT91720	06/16/2021	SP00-4070		\$10.86		
			CT89587	06/16/2021	GARTON - PARTS FOR CITY EQUIPMENT		\$41.21		
			Paying Fund		Cash Account		Amount		
			110 - General Fund	110.11000 (Cash)			\$10.86		
			217 - Streets - Gas Tax	217.11000 (Cash)			\$41.21		
130279	06/24/2021	Open			Accounts Payable	GARY'S RENT A CAN INC	\$109.38		
			Invoice	Date	Description		Amount		
			A-97783	06/16/2021	GARY'S - PORTABLE TOILET RENTAL ASST		\$109.38		
			Paying Fund		Cash Account		Amount		
			246 - Landscape Assessment	246.11000 (Cash)			\$109.38		
130280	06/24/2021	Open			Accounts Payable	GCR TIRES & SERVICE	\$962.34		
			Invoice	Date	Description		Amount		
			858-44753	06/16/2021	ITEM #005369		\$457.84		
			858-44726	06/16/2021	ITEM #002761		\$504.50		
			Paying Fund		Cash Account		Amount		
			217 - Streets - Gas Tax	217.11000 (Cash)			\$962.34		
130281	06/24/2021	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$4,846.00		
			Invoice	Date	Description		Amount		
			H1E2005	06/15/2021	Wastewater Quarterly Samples		\$4,781.00		
			H1C0906	06/15/2021	Drinking Water Well Analysis		\$65.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,781.00		
	420 - WATER			420.11000 (Cash)			\$65.00		
130282	06/24/2021	Open			Accounts Payable	GILLIG LLC	\$709.64		
	Invoice			Date	Description		Amount		
	40812733		06/16/2021		TRA21-1068P		\$98.04		
	40813689		06/16/2021		TRA19-1065P		\$17.21		
	40815115		06/16/2021		TRA18-1058P		\$594.39		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$709.64		
130283	06/24/2021	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$27,443.66		
	Invoice			Date	Description		Amount		
	43457		06/18/2021		Fuel for Fire #3		\$1,715.43		
	43554		06/18/2021		CUST #24090 - Fuel Expense for 6/1/21 - 6/15/21		\$25,728.23		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$14,410.86		
	205 - Sports Facilities			205.11000 (Cash)			\$351.30		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$2,233.92		
	246 - Landscape Assessment			246.11000 (Cash)			\$1,630.61		
	255 - CDBG			255.11000 (Cash)			\$42.44		
	405 - Building			405.11000 (Cash)			\$119.62		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,131.30		
	420 - WATER			420.11000 (Cash)			\$2,566.12		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$872.11		
	426 - Transit			426.11000 (Cash)			\$1,784.27		
	502 - Engineering			502.11000 (Cash)			\$301.11		
130284	06/24/2021	Open			Accounts Payable	GRAINGER INC, W W	\$1,919.64		
	Invoice			Date	Description		Amount		
	9894308031		06/15/2021		Tools		\$1,234.37		
	9896636066		06/15/2021		Tools		\$203.48		
	9909810807		06/16/2021		KEY RING		\$62.09		
	9917551948		06/16/2021		DEPARTMENT SUPPLIES		\$143.97		
	9915742929		06/16/2021		DEPARTMENT SUPPLIES		\$144.69		
	9900921355		06/16/2021		JANITORIAL SUPPLIES		\$88.38		
	9920446433		06/15/2021		New Keys Flume Project		\$42.66		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$62.09		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,857.55		
130285	06/24/2021	Open			Accounts Payable	HARDERS PRINT SHOP INC	\$1,145.31		
	Invoice			Date	Description		Amount		
	73608		06/17/2021		Bus shelter posters for Free Rides in July		\$1,145.31		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$1,145.31		
130286	06/24/2021	Open			Accounts Payable	HD SUPPLY FACILITIES MAINTENANCE LTD	\$4,687.90		
	Invoice			Date	Description		Amount		
	524015		06/15/2021		REPLACEMENT PARTS FOR METERS AT WQC		\$4,718.54		
	548393		06/15/2021		Credit for incorrect sales tax on inv #493547		(\$30.64)		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,687.90		
130287	06/24/2021	Open			Accounts Payable	HILMAR LUMBER INC	\$588.35		
	Invoice			Date	Description		Amount		
	485470			06/15/2021	Tools Flash Light		\$23.69		
	482253			06/15/2021	Cartrdg 1 Micron PK2		\$10.76		
	486104			06/15/2021	Drying Beds		\$526.23		
	485469			06/15/2021	New Run Capacitor for the Chlorine pool Pump at Columbia pool		\$27.67		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$27.67		
	246 - Landscape Assessment			246.11000 (Cash)			\$10.76		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$549.92		
130288	06/24/2021	Open			Accounts Payable	HILMAR READY MIX	\$86.30		
	Invoice			Date	Description		Amount		
	10871			06/15/2021	Porta Mix Concrete		\$86.30		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$86.30		
130289	06/24/2021	Open			Accounts Payable	IDEXX LABORATORIES INC	\$1,636.14		
	Invoice			Date	Description		Amount		
	3086466348			06/15/2021	Gamma Irrad Colilert		\$383.44		
	3084575762			06/15/2021	Gamma Irrad Colilert		\$380.82		
	3086466349			06/15/2021	Quanti-Tray		\$677.53		
	3084998583			06/15/2021	Quanti-Tray		\$673.00		
	3086466347			06/15/2021	Credit for inv #3084998583		(\$673.00)		
	3086466346			06/15/2021	Credit for inv #3084575762		(\$380.82)		
	30864741322			06/15/2021	Gamma Irrad Colilert		\$575.17		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$958.61		
	420 - WATER			420.11000 (Cash)			\$677.53		
130290	06/24/2021	Open			Accounts Payable	ITRON INC	\$1,086.25		
	Invoice			Date	Description		Amount		
	591941			06/16/2021	CABLE W/ DUST CAP		\$1,086.25		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,086.25		
130291	06/24/2021	Open			Accounts Payable	J A MOMANEY SERVICES INC	\$973.28		
	Invoice			Date	Description		Amount		
	1461148			06/15/2021	Green Ball LED Clear		\$973.28		
	Paying Fund			Cash Account			Amount		
	216 - Streets - Local Transportation			216.11000 (Cash)			\$973.28		
130292	06/24/2021	Open			Accounts Payable	JCS PROPERTIES LLC	\$1,778.74		
	Invoice			Date	Description		Amount		
	JULY 2021 - SG			06/18/2021	JCS -MOBILE HOME RENT SUBSIDY PROGRAM		\$1,778.74		
	Paying Fund			Cash Account			Amount		
	625 - Successor Agency - LMI			625.11000 (Cash)			\$1,778.74		

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130293	06/24/2021	Open			Accounts Payable	JKB HOMES NORCAL INC	\$3,960.00		
	Invoice		Date	Description		Amount			
	21-106E IMP SEC		06/18/2021	IMPROVEMENT SECURITY 21-106E 4680		\$3,960.00			
				COLORADO AVE					
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,960.00			
130294	06/24/2021	Open			Accounts Payable	JOAQUIN ROSE, INC, B & B FLUID POWER	\$572.49		
	Invoice		Date	Description		Amount			
	00273902		06/16/2021	AD16-4506		\$572.49			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$572.49			
130295	06/24/2021	Open			Accounts Payable	KLEINFELDER INC	\$803.00		
	Invoice		Date	Description		Amount			
	001330708		06/18/2021	SR04, 20028 Storm Drain & Surface Imp @Clara/Forest 4/26-5/23/21		\$803.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$803.00			
130296	06/24/2021	Open			Accounts Payable	LEHIGH HANSON INC	\$541.29		
	Invoice		Date	Description		Amount			
	2252373		06/16/2021	LEHIGH - ASPHALT FOR STREETS		\$308.22			
	2253417		06/16/2021	LEHIGH - ASPHALT FOR STREETS		\$82.51			
	2253946		06/16/2021	LEHIGH - ASPHALT FOR STREETS		\$75.28			
	2254467		06/16/2021	LEHIGH - ASPHALT FOR STREETS		\$75.28			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$541.29			
130297	06/24/2021	Open			Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	\$3,709.55		
	Invoice		Date	Description		Amount			
	10099899		06/16/2021	BUS TIRES		\$3,480.58			
	10099900		06/16/2021	TRA19-1065O		\$228.97			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$3,709.55			
130298	06/24/2021	Open			Accounts Payable	MME	\$344.10		
	Invoice		Date	Description		Amount			
	0160258-IN		06/16/2021	S-522891		\$690.29			
	0160150-CM		06/16/2021	CREDIT MEMO		(\$346.19)			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$344.10			
130299	06/24/2021	Open			Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$1,232.33		
	Invoice		Date	Description		Amount			
	AR350412		06/18/2021	HR 04/07/21 -05/06/21 (TASKALFA 5052CI)		\$363.14			
	AR350413		06/18/2021	PLANNING 04/08/21-05/07/21 (TASKALFA 5002I)		\$59.63			
	AR350414		06/18/2021	PD ADMIN 04/05/21-05/04/21 (TASKALFA 5002I)		\$33.84			
	AR350415		06/18/2021	RECREATION 04/08/21 - 05/07/21 (TASKALFA 5002I)		\$22.75			
	AR351200		06/18/2021	ENGINEERING 04/21/21 - 05/20/21 (TASKALFA 3552CI)		\$71.05			
	AR351201		06/18/2021	PD RECORDS 04/22/21- 05/21/21 (TASKALFA 6002I)		\$22.23			

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	AR351202		06/18/2021		ADMIN SERVICES 04/21/21 - 05/20/21 (TASKALFA 6002I)		\$38.48		
	AR351324A		06/18/2021		WQC ADMIN QTRLY 05/17/21 - 05/16/21 (TASKALFA 3253CI)		\$105.46		
	AR351324B		06/18/2021		WQC ADMIN OVERAGE 02/17/20 - 05/16/21 (TASKALFA 3253CI)		\$83.58		
	AR351199		06/18/2021		FINANCE AP 04/21/21-05/20/21 (TASKALFA 3551CI)		\$432.17		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$684.13		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$333.10		
	420 - WATER				420.11000 (Cash)		\$144.05		
	502 - Engineering				502.11000 (Cash)		\$71.05		
130300	06/24/2021	Open			Accounts Payable	MODESTO MACHINE WORKS INC	\$292.00		
	Invoice		Date		Description	Amount			
	57440		06/15/2021		Seal Area	\$292.00			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$292.00			
130301	06/24/2021	Open			Accounts Payable	MOTION INDUSTRIES INC - CA82	\$412.63		
	Invoice		Date		Description	Amount			
	CA82-947733		06/15/2021		Bearing for Flotator No. 1	\$412.63			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$412.63			
130302	06/24/2021	Open			Accounts Payable	MOTOROLA INC	\$33,198.52		
	Invoice		Date		Description	Amount			
	16147078		06/16/2021		RADIO SUBSCRIBER LICENSES	\$33,198.52			
	Paying Fund				Cash Account	Amount			
	240 - Small Equipment Replacement				240.11000 (Cash)	\$33,198.52			
130303	06/24/2021	Open			Accounts Payable	NAPA AUTO PARTS	\$111.26		
	Invoice		Date		Description	Amount			
	764862		06/16/2021		TRA15-1049P	\$111.26			
	Paying Fund				Cash Account	Amount			
	426 - Transit				426.11000 (Cash)	\$111.26			
130304	06/24/2021	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$537.29		
	Invoice		Date		Description	Amount			
	01F0033242330		06/15/2021		Fleet Maintenance 5/7/21-6/6/21	\$62.35			
	01F0033242363		06/15/2021		Utilities 5/7/21-6/6/21	\$68.84			
	01F0033242397		06/15/2021		Electrical Maintenance 5/7/21-6/6/21	\$96.53			
	01F0033258518		06/15/2021		Water Resource Building 5/7/21-6/6/21	\$38.76			
	01F0033242389		06/15/2021		Waste Mgmt Water Treatment 5/7/21-6/6/21	\$178.02			
	01F0033309543		06/15/2021		Facility Maintenance 5/7/21-6/6/21	\$92.79			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$46.39			
	246 - Landscape Assessment				246.11000 (Cash)	\$46.40			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$444.50			
130305	06/24/2021	Open			Accounts Payable	NETMOTION WIRELESS INC	\$4,076.50		
	Invoice		Date		Description	Amount			
	I0058938		06/16/2021		NW MOBILITY	\$4,076.50			

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	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$4,076.50		
130306	06/24/2021	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$30.17		
	Invoice			Date	Description		Amount		
				06/16/2021	VEHICLE #1069P		\$17.96		
				06/16/2021	POL18-1322		\$20.88		
				06/16/2021	REC98-001		\$51.26		
				06/16/2021	NOTE 1333		\$3.06		
				06/16/2021	FUS 0MIN020.V		\$24.33		
				06/16/2021	EL03-678		\$30.97		
				06/16/2021	EC TA100		\$8.90		
				06/16/2021	AD20-4772		\$37.63		
				06/16/2021	ABH 15414		\$6.53		
				06/16/2021	NP14-012		\$43.77		
				06/16/2021	TRA21-1069P		\$15.97		
				06/16/2021	CREDIT MEMO		(\$261.42)		
				06/16/2021	OP16-618		\$15.01		
				06/16/2021	FEL 25598		\$15.32		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$158.62		
	246 - Landscape Assessment			246.11000 (Cash)			\$37.63		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$15.01		
	420 - WATER			420.11000 (Cash)			\$30.97		
	426 - Transit			426.11000 (Cash)			(\$212.06)		
130307	06/24/2021	Open			Accounts Payable	NORTH STAR ENGINEERING GROUP INC	\$3,383.95		
	Invoice			Date	Description		Amount		
				06/18/2021	SR01, 17-53 Golden State Blvd Rehabilitation - through 5/31/21		\$1,653.00		
				06/18/2021	SR04, 20-009 Well 38 Arsenic Mitigation & ICF Treatment 5/31/21		\$1,730.95		
	Paying Fund			Cash Account			Amount		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$1,653.00		
	420 - WATER			420.11000 (Cash)			\$1,730.95		
130308	06/24/2021	Open			Accounts Payable	NVB EQUIPMENT INC	\$278.34		
	Invoice			Date	Description		Amount		
				06/16/2021	TRA15-1050PP		\$278.34		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$278.34		
130309	06/24/2021	Open			Accounts Payable	OREILLY AUTO PARTS	\$101.59		
	Invoice			Date	Description		Amount		
				06/16/2021	TRA15-1049P		\$58.16		
				06/16/2021	NP14-012		\$43.43		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$43.43		
	426 - Transit			426.11000 (Cash)			\$58.16		

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130310	06/24/2021	Open			Accounts Payable	OWEN EQUIPMENT SALES	\$449,944.47		
	Invoice		Date		Description		Amount		
	00053116		06/16/2021		Power Rodder w/Freighliner M2 Chassis		\$449,944.47		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$449,944.47		
130311	06/24/2021	Open			Accounts Payable	P G & E	\$10,478.42		
	Invoice		Date		Description		Amount		
	FIRE#4 6/15/21		06/18/2021		7556584382-0 / 2820 N Walnut-Fire #4		\$29.35		
	CNG 6/13/21		06/18/2021		8466606707-3 / 901 S Walnut Rd CNG		\$1,351.54		
	WLNT#A 6/13/21		06/18/2021		3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station		\$4,673.93		
	TRANSIT1 6/13/21		06/18/2021		0913752739-7 / 1418 N Golden State Blvd Ste 1		\$15.63		
	PSF 6/13/21		06/18/2021		8391988340-1 / 244 N Broadway-PSF		\$4,367.08		
	701 WLNT 6/13/21		06/18/2021		6224543828-8 / 701 S Walnut Rd		\$25.26		
	TRANSIT2 6/13/21		06/18/2021		9448303839-7 / 1418 N Golden State Blvd Ste 2		\$15.63		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$4,396.43		
	426 - Transit				426.11000 (Cash)		\$4,705.19		
	505 - Fleet				505.11000 (Cash)		\$1,376.80		
130312	06/24/2021	Open			Accounts Payable	Platt Electric Supply	\$273.04		
	Invoice		Date		Description		Amount		
	1P33893		06/15/2021		Parts		\$273.04		
	Paying Fund				Cash Account		Amount		
	246 - Landscape Assessment				246.11000 (Cash)		\$273.04		
130313	06/24/2021	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$64,002.68		
	Invoice		Date		Description		Amount		
	85637		06/15/2021		May 1 - 31, 2021		\$34,445.85		
	85638		06/15/2021		May 1 - 31, 2021		\$27,981.93		
	85752		06/15/2021		May 1 - 31, 2021		\$1,574.90		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$64,002.68		
130314	06/24/2021	Open			Accounts Payable	QUICKSCORES LLC	\$364.00		
	Invoice		Date		Description		Amount		
	210974		06/16/2021		QUICKSCORES - SPRING SOFTBALL SEASON		\$364.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$364.00		
130315	06/24/2021	Open			Accounts Payable	REED INC, GEORGE	\$90.56		
	Invoice		Date		Description		Amount		
	100240007		06/16/2021		GEORGE REED - ASPHALT		\$90.56		
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$90.56		
130316	06/24/2021	Open			Accounts Payable	ROBERTSON - BRYAN INC	\$3,350.45		
	Invoice		Date		Description		Amount		
	14432		06/15/2021		Through May 15, 2021		\$3,350.45		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,350.45		

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130317	06/24/2021	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$1,038.13		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3023761457		06/16/2021		VEHICLE 9026		\$68.77		
	3023785433		06/16/2021		SOCKET ASY		\$331.30		
	3023668452		06/16/2021		PK03-4226		\$342.17		
	3023666835		06/16/2021		CL20-860 & OP18-624		\$295.89		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$673.47		
	205 - Sports Facilities				205.11000 (Cash)		\$68.77		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$295.89		
130318	06/24/2021	Open			Accounts Payable	SAFARILAND LLC	\$1,378.44		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	I010-376617		06/16/2021		BALLISTIC VESTS		\$1,378.44		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,378.44		
130319	06/24/2021	Open			Accounts Payable	SHARPENING SHOP	\$637.81		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	347542		06/16/2021		CL12-847		\$579.07		
	352612		06/16/2021		RECOIL STARTER		\$58.74		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$579.07		
	420 - WATER				420.11000 (Cash)		\$58.74		
130320	06/24/2021	Open			Accounts Payable	SHORE CHEMICAL COMPANY	\$544.94		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	59282		06/15/2021		SODIUM HYPOCHLORITE 12 1/2%		\$544.94		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$544.94		
130321	06/24/2021	Open			Accounts Payable	SPRINT	\$1,960.72		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	637094318-234		06/18/2021		SPRINT (05/08/21 - 06/07/21)		\$1,960.72		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$653.58		
	120 - Tourism				120.11000 (Cash)		\$45.74		
	205 - Sports Facilities				205.11000 (Cash)		\$114.38		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$228.68		
	246 - Landscape Assessment				246.11000 (Cash)		\$47.19		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$455.67		
	420 - WATER				420.11000 (Cash)		\$335.34		
	505 - Fleet				505.11000 (Cash)		\$80.14		
130322	06/24/2021	Open			Accounts Payable	ST FRANCIS ELECTRIC INC	\$12,600.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	177461120		06/14/2021		Replace knocked down A1 pole Hwy 99 & Fulkerth		\$12,600.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$12,600.00		

Payment Register

From Payment Date: 6/18/2021 - To Payment Date: 6/24/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130323	06/24/2021	Open			Accounts Payable	STANISLAUS COUNTY	\$9,358.42		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			TP20006247	06/16/2021	F20084 - MISC TRUST, FUND 2600, ORG 0064100, ACCT 02300		\$3,013.61		
			TP20004922	06/16/2021	F20074 - MISC TRUST, FUND 2600, ORG 0064100, ACCT 02300		\$6,344.81		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			110 - General Fund		110.11000 (Cash)		\$9,358.42		
130324	06/24/2021	Open			Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$37.00		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			042-015-093-000	06/18/2021	RECONVEYANCE FILING FEE FOR MIRZAEI & GALAVAN - 1227 WINDSOR CT		\$37.00		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			257 - State HOME Funds		257.11000 (Cash)		\$37.00		
130325	06/24/2021	Open			Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$37.00		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			050-020-034-000	06/14/2021	Reconveyance Filing Fee for Perez/Delgadillo of 309 Columbia St		\$37.00		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			255 - CDBG		255.11000 (Cash)		\$18.50		
			256 - Stanislaus Housing Consortium		256.11000 (Cash)		\$18.50		
130326	06/24/2021	Open			Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$37.00		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			072-008-028-000	06/14/2021	RECONVEYANCE FILING FEE FOR GOSHA/SARKHOZ - 3460 STANLEY AVE.		\$37.00		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			257 - State HOME Funds		257.11000 (Cash)		\$37.00		
130327	06/24/2021	Open			Accounts Payable	STORER TRANSIT SYSTEMS	\$132,778.52		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			8777T	06/21/2021	Management and Operation of Turlock Transit Services May 2021		\$132,778.52		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			425 - Transit - Dial-A-Ride		425.11000 (Cash)		\$25,453.86		
			426 - Transit		426.11000 (Cash)		\$107,324.66		
130328	06/24/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			06152021BECCHETT	06/18/2021	6-15-21 PAYROLL ATTACHMENT		\$439.13		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			104 - Payroll Clearing Fund		104.11000 (Cash)		\$439.13		
130329	06/24/2021	Open			Accounts Payable	TG HYDRAULICS	\$22.75		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			44362	06/16/2021	MNPT FITTING		\$22.75		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			217 - Streets - Gas Tax		217.11000 (Cash)		\$22.75		

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From Payment Date: 6/18/2021 - To Payment Date: 6/24/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130330	06/24/2021	Open			Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$5,040.78		
	Invoice		Date		Description		Amount		
	283795		06/15/2021		Liquid Chlorine - EMPTIES		(\$6,000.00)		
	283794		06/15/2021		Liquid Chlorine		\$11,040.78		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$5,040.78		
130331	06/24/2021	Open			Accounts Payable	The Le Flore Group	\$12,000.00		
	Invoice		Date		Description		Amount		
	860		06/17/2021		Development of a Procurement Manual - Transit Division		\$12,000.00		
	Paying Fund				Cash Account		Amount		
	425 - Transit - Dial-A-Ride				425.11000 (Cash)		\$3,000.00		
	426 - Transit				426.11000 (Cash)		\$9,000.00		
130332	06/24/2021	Open			Accounts Payable	TURLOCK TRANSFER INC	\$124.00		
	Invoice		Date		Description		Amount		
	27988		06/16/2021		DISPOSAL OF TIRES RELATED TO UEHC CLEANUP		\$124.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$124.00		
130333	06/24/2021	Open			Accounts Payable	United Safety & Survivability Corporation	\$57,245.38		
	Invoice		Date		Description		Amount		
	224235		06/17/2021		Active Air Purification Equipment and AEGIS for Buses		\$57,245.38		
	Paying Fund				Cash Account		Amount		
	425 - Transit - Dial-A-Ride				425.11000 (Cash)		\$19,228.15		
	426 - Transit				426.11000 (Cash)		\$38,017.23		
130334	06/24/2021	Open			Accounts Payable	UNITED SAMARITANS FDT INC	\$21,567.33		
	Invoice		Date		Description		Amount		
	FY20/21 - DRAW 6		06/18/2021		UNITED SAMARITANS FOUNDATION PUBLIC SERVICE-FOODBOX FY 20-2021		\$8,711.28		
	FY20/21 - DRAW 5		06/18/2021		UNITED SAMARITANS FOUNDATION PUBLIC SERVICE-FOODBOX FY 20-2021		\$12,856.05		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$21,567.33		
130335	06/24/2021	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC	\$9,934.00		
	Invoice		Date		Description		Amount		
	49207407		06/15/2021		Sodium Bisulfite		\$4,967.00		
	49187125		06/15/2021		Sodium Bisulfite		\$4,967.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$9,934.00		
130336	06/24/2021	Open			Accounts Payable	US BANK-VISA	\$125,418.83		
	Invoice		Date		Description		Amount		
	5/24/21X9452		06/21/2021		Procurement-card Charges - 5/24/21 Statement		\$125,418.83		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$41,163.13		
	202 - Bicycle Safety				202.11000 (Cash)		\$320.09		
	203 - Animal Fee Forfeiture				203.11000 (Cash)		\$537.99		

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From Payment Date: 6/18/2021 - To Payment Date: 6/24/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				204.11000	(Cash)		\$300.00		
				205.11000	(Cash)		\$5,176.14		
				217.11000	(Cash)		\$12,045.37		
				225.11000	(Cash)		\$15.16		
				240.11000	(Cash)		\$1,227.13		
				241.11000	(Cash)		\$341.52		
				246.11000	(Cash)		\$4,995.32		
				255.11000	(Cash)		\$6.47		
				270.11000	(Cash)		\$2,922.59		
				305.11000	(Cash)		\$1,150.88		
				405.11000	(Cash)		\$999.54		
				410.11000	(Cash)		\$31,619.42		
				420.11000	(Cash)		\$11,046.29		
				425.11000	(Cash)		\$467.40		
				426.11000	(Cash)		\$4,871.16		
				502.11000	(Cash)		\$4,266.15		
				505.11000	(Cash)		\$1,947.08		
130337	06/24/2021	Open			Accounts Payable	V & V MFG INC	\$517.26		
	Invoice		Date	Description		Amount			
	52466		06/16/2021	BADGE REPAIR		\$517.26			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$517.26			
130338	06/24/2021	Open			Accounts Payable	Velocity Dynamics, LLC	\$40,266.50		
	Invoice		Date	Description		Amount			
	0000023946		06/15/2021	VeloBlend Liquid Polymer Activation System		\$40,266.50			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$40,266.50			
130339	06/24/2021	Open			Accounts Payable	VICTORY TACTICAL GEAR LLC	\$2,173.35		
	Invoice		Date	Description		Amount			
	21-062		06/16/2021	PLATE CARRIERS AND HELMETS		\$2,173.35			
	Paying Fund			Cash Account		Amount			
	266 - Police Services Grants			266.11000 (Cash)		\$2,173.35			
130340	06/24/2021	Open			Accounts Payable	VISION SERVICE PLAN CA	\$2,859.45		
	Invoice		Date	Description		Amount			
	812424855		06/21/2021	CLAIMS MAY 2021-RETIREE		\$146.25			
	812424850		06/21/2021	CLAIMS MAY 2021-TMAPS		\$420.75			
	812424842		06/21/2021	CLAIMS MAY 2021-FIRE		\$355.06			
	812424847		06/21/2021	CLAIMS MAY 2021-TAPO		\$921.26			
	812424837		06/21/2021	CLAIMS MAY 2021-TCEA		\$660.38			
	812424834		06/21/2021	CLAIMS MAY 2021 - MANAGEMENT		\$355.75			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$2,859.45			
130341	06/24/2021	Open			Accounts Payable	VULCAN INDUSTRIES INC	\$7,801.44		
	Invoice		Date	Description		Amount			
	21159-16469		06/15/2021	HEADWORKS EQUIPMENT		\$7,801.44			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$7,801.44			

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From Payment Date: 6/18/2021 - To Payment Date: 6/24/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130342	06/24/2021	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$8,246.50		
	Invoice		Date		Description		Amount		
	00339.05-53		06/15/2021		For Services Rendered Through 4/30/2021		\$2,284.50		
	00339.08-10		06/15/2021		For Services Rendered Through 4/30/2021		\$5,962.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$8,246.50		
130343	06/24/2021	Open			Accounts Payable	WECO INDUSTRIES INC	\$1,180.57		
	Invoice		Date		Description		Amount		
	0047654-IN		06/16/2021		POWER PULL LRG NOZZLE 3/4"		\$1,180.57		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,180.57		
130344	06/24/2021	Open			Accounts Payable	WEST STEEL & PLASTIC	\$65.18		
	Invoice		Date		Description		Amount		
	400816		06/15/2021		Metal to Fab Crane Based Plate		\$65.18		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$65.18		
130345	06/24/2021	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	\$1,050.29		
	Invoice		Date		Description		Amount		
	JULY 2021 - WV		06/18/2021		WESTERN VIEW-MOBILE HOME RENT SUBSIDY PROGRAM		\$1,050.29		
	Paying Fund				Cash Account		Amount		
	625 - Successor Agency - LMI				625.11000 (Cash)		\$1,050.29		
130346	06/24/2021	Open			Accounts Payable	WESTFORK ESTATES	\$604.12		
	Invoice		Date		Description		Amount		
	JULY 2021 - WES		06/18/2021		WESTFORK-MOBILE HOME RENT SUBSIDY PROGRAM		\$604.12		
	Paying Fund				Cash Account		Amount		
	625 - Successor Agency - LMI				625.11000 (Cash)		\$604.12		
130347	06/24/2021	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	\$1,299.16		
	Invoice		Date		Description		Amount		
	S2031081.001		06/15/2021		RF Links for Sewer Stations		\$1,299.16		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,299.16		
130348	06/24/2021	Open			Accounts Payable	WOOD RODGERS INC	\$3,322.50		
	Invoice		Date		Description		Amount		
	146692		06/17/2021		ON-CALL HYDROGEOLOGICAL ENGINEERING SERVICES		\$3,322.50		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$3,322.50		
130349	06/24/2021	Open			Accounts Payable	ZEE MEDICAL SERVICE CO	\$205.57		
	Invoice		Date		Description		Amount		
	66274467		06/18/2021		MEDICAL SUPPLIES FOR TRANSIT CENTER		\$107.16		
	66274456		06/18/2021		MEDICAL SUPPLIES FOR OPERATIONS		\$98.41		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$98.41		
	426 - Transit				426.11000 (Cash)		\$107.16		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
130350	06/24/2021	Open			Accounts Payable	GOMEZ, MARK	\$600.00			
	Invoice		Date	Description			Amount			
	FY20/21-PROF DEV		06/22/2021	Professional Development FY 20/21			\$600.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			\$600.00			
130351	06/24/2021	Open			Accounts Payable	Kauffman, Philip	\$86.89			
	Invoice		Date	Description			Amount			
	3424269		06/21/2021	Reimbursement for Pants - Incident on 6/5/21			\$86.89			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			\$86.89			
130352	06/24/2021	Open			Accounts Payable	ROGERS, WAYNE	\$120.00			
	Invoice		Date	Description			Amount			
	42624724795		06/16/2021	TRAINING REIMBURSEMENT			\$120.00			
	Paying Fund			Cash Account			Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)			\$120.00			
130353	06/24/2021	Open			Accounts Payable	WILLIAMS, CASEY	\$35.00			
	Invoice		Date	Description			Amount			
	42631326518		06/16/2021	TRAINING REIMBURSEMENT			\$35.00			
	Paying Fund			Cash Account			Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)			\$35.00			
Type Check Totals:							112 Transactions	\$2,349,292.38		
AP - Accounts Payable Totals										

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	112	\$2,349,292.38	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	112	\$2,349,292.38	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	112	\$2,349,292.38	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	112	\$2,349,292.38	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	112	\$2,349,292.38	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	112	\$2,349,292.38	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	112	\$2,349,292.38	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	112	\$2,349,292.38	\$0.00

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From Payment Date: 6/25/2021 - To Payment Date: 7/1/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
130354	06/25/2021	Open			Accounts Payable	Binkley, Brian	\$681.60		
	Invoice		Date	Description			Amount		
	BP21-0159		06/15/2021	Partial refund on BP#21-0159			\$681.60		
	Paying Fund			Cash Account			Amount		
	405 - Building			405.11000 (Cash)			\$393.60		
	502 - Engineering			502.11000 (Cash)			\$288.00		
130355	06/25/2021	Open			Accounts Payable	MAZZERA'S APPLIANCE INC	\$276.00		
	Invoice		Date	Description			Amount		
	BP#15-1400		09/08/2016	REFUND OF OVERPAYMENT ON BP#15-1400			\$276.00		
	Paying Fund			Cash Account			Amount		
	405 - Building			405.11000 (Cash)			\$276.00		
130356	06/25/2021	Open			Accounts Payable	PRECISION CONCRETE CUTTING	\$1,000.00		
	Invoice		Date	Description			Amount		
	51832		06/25/2021	SIDEWALK REPAIRS			\$1,000.00		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			\$1,000.00		
130357	06/28/2021	Open			Utility Management Refund	GANDY, DIANA	\$258.95		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		831379-001	MOVE-OUT CREDIT	06/28/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$258.95		
130358	06/28/2021	Open			Utility Management Refund	LOPEZ-LOPEZ, YURIDIANA	\$107.80		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		190462-010	MOVE-OUT CREDIT	06/28/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$107.80		
130359	07/01/2021	Open			Accounts Payable	AFLAC GROUP INSURANCE	\$1,136.83		
	Invoice		Date	Description			Amount		
	A161521400		06/22/2021	GROUP JUNE 2021			\$1,136.83		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$1,136.83		
130360	07/01/2021	Open			Accounts Payable	AGEE CONSTRUCTION CORPORATION	\$216,956.87		
	Invoice		Date	Description			Amount		
	RET-BAL/CP0828		06/28/2021	0828 SR-99/Fulkerth Rd Interchange - Final Retention Release			\$216,956.87		
	Paying Fund			Cash Account			Amount		
	305 - Capital Facility Fees			305.11000 (Cash)			\$216,956.87		
130361	07/01/2021	Open			Accounts Payable	BACKFLOW DISTRIBUTORS, INC	\$259.89		
	Invoice		Date	Description			Amount		
	59800		06/25/2021	BACKFLOW PARTS			\$259.89		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$259.89		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130362	07/01/2021	Open			Accounts Payable	BONANDER TRUCKS	\$245.83		
	Invoice		Date	Description		Amount			
	250942		06/25/2021	TRA15-1040PP		\$245.83			
	Paying Fund			Cash Account		Amount			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		\$245.83			
130363	07/01/2021	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$22.85		
	Invoice		Date	Description		Amount			
	06302021VALADEZ		06/22/2021	6-30-21 PAYROLL ATTACHMENT FOR ACCT# 100- 036551		\$22.85			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$22.85			
130364	07/01/2021	Open			Accounts Payable	CAROLLO ENGINEERS	\$236,003.65		
	Invoice		Date	Description		Amount			
	FB11643		06/24/2021	18-69 Surface Water Dist. Syst. Improvements through 5/31/21		\$236,003.65			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$236,003.65			
130365	07/01/2021	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$7,440.68		
	Invoice		Date	Description		Amount			
	68356		06/25/2021	NO A/C ON ROOFTOP #8		\$470.18			
	68364		06/25/2021	NO A/C FOR RTU #5 @ CITY HALL		\$237.50			
	68402		06/25/2021	Preventative Maintenance & Filter Change-out - MAY 2021		\$6,733.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,967.68			
	205 - Sports Facilities			205.11000 (Cash)		\$150.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,548.00			
	420 - WATER			420.11000 (Cash)		\$90.00			
	426 - Transit			426.11000 (Cash)		\$180.00			
	501 - Information Technology			501.11000 (Cash)		\$285.00			
	505 - Fleet			505.11000 (Cash)		\$1,220.00			
130366	07/01/2021	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$164.98		
	Invoice		Date	Description		Amount			
	0071896062321		06/25/2021	8203 13 005 0071896 / IT Internet		\$80.00			
	0465535062221		06/25/2021	8203 13 001 0465535 / Admin Internet		\$84.98			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$84.98			
	501 - Information Technology			501.11000 (Cash)		\$80.00			
130367	07/01/2021	Open			Accounts Payable	City of Foster City	\$1,020.00		
	Invoice		Date	Description		Amount			
	14046		06/11/2021	Calopps one job posting - Land Surveyor		\$510.00			
	14167		06/11/2021	Calopps One job posting - Road manager		\$510.00			
	Paying Fund			Cash Account		Amount			
	502 - Engineering			502.11000 (Cash)		\$1,020.00			

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130368	07/01/2021	Open			Accounts Payable	CITY OF PATTERSON	\$2,239.48		
	Invoice		Date	Description		Amount			
	FY20/21 - DRAW 1		06/23/2021	CITY OF PATTERSON HOME CONSORTIUM FY 2020-2021		\$2,239.48			
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$2,239.48			
130369	07/01/2021	Open			Accounts Payable	CNC ENVIRONMENTAL LLC	\$5,203.01		
	Invoice		Date	Description		Amount			
	3416		06/21/2021	SOLE SOURCE EQUIPMENT FOR CARBON REPLACEMENT		\$5,203.01			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$5,203.01			
130370	07/01/2021	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$4,680.18		
	Invoice		Date	Description		Amount			
	63692		06/11/2021	CH Security 6/7/2021 to 6/11/2021		\$831.06			
	63652		06/11/2021	CH Security 6/1/2021-6/4/2021		\$583.20			
	63736		06/28/2021	Unarmed Security Services for Transit Center 6/14/21-6/20/21		\$3,265.92			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,414.26			
	426 - Transit			426.11000 (Cash)		\$3,265.92			
130371	07/01/2021	Open			Accounts Payable	CUSTOM EQUIPMENT PAINTING	\$2,200.00		
	Invoice		Date	Description		Amount			
	10464		06/28/2021	Paint and remove any branding on Bus # 1045		\$2,200.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$2,200.00			
130372	07/01/2021	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$2,325.66		
	Invoice		Date	Description		Amount			
	S5287281.001		06/21/2021	Starter for the Pressurization Pump @ Flotator No 1		\$2,325.66			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,325.66			
130373	07/01/2021	Open			Accounts Payable	ENGINEERED FIRE SYST INC	\$500.00		
	Invoice		Date	Description		Amount			
	17587		06/11/2021	PLAN REVIEW - MAY 2021		\$500.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$500.00			
130374	07/01/2021	Open			Accounts Payable	FALANY FENCE COMPANY	\$3,022.00		
	Invoice		Date	Description		Amount			
	14266		06/11/2021	STATION 34 - BACK FENCE REPLACE		\$3,022.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,022.00			
130375	07/01/2021	Open			Accounts Payable	FASTENAL COMPANY INC	\$134.76		
	Invoice		Date	Description		Amount			
	CATUR172826		06/25/2021	DEPARTMENT SUPPLIES		\$134.76			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$134.76			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130376	07/01/2021	Open			Accounts Payable	FEDERAL EXPRESS	\$328.81		
	Invoice		Date	Description		Amount			
	7-415-79915		06/25/2021	SHIPPING CHARGES 06/25/21		\$328.81			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$137.16			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$120.76			
	420 - WATER			420.11000 (Cash)		\$70.89			
130377	07/01/2021	Open			Accounts Payable	FIRST CHOICE INDUSTRIAL SUPPLY INC, DBA NORCAL SUPPLY CO	\$1,942.83		
	Invoice		Date	Description		Amount			
	076768		06/25/2021	JANITORIAL SUPPLIES		\$997.84			
	076786		06/25/2021	OFFICE & COVID SUPPLIES		\$944.99			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,942.83			
130378	07/01/2021	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$460.03		
	Invoice		Date	Description		Amount			
	6043662		06/21/2021	LAB SUPPLIES		\$308.58			
	6415214		06/21/2021	LAB SUPPLIES		\$72.82			
	6415215		06/21/2021	LAB SUPPLIES		\$55.50			
	7313575		06/21/2021	LAB SUPPLIES		\$23.13			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$308.58			
	420 - WATER			420.11000 (Cash)		\$151.45			
130379	07/01/2021	Open			Accounts Payable	GILLIG LLC	\$1,031.26		
	Invoice		Date	Description		Amount			
	40817271		06/25/2021	TRA18-1058P		\$748.18			
	40817765		06/25/2021	TRA18-1058P		\$283.08			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$1,031.26			
130380	07/01/2021	Open			Accounts Payable	GOMES PROPANE	\$178.50		
	Invoice		Date	Description		Amount			
	11910		06/25/2021	PROPANE FOR STREETS		\$70.82			
	11914		06/25/2021	PROPANE FOR STREETS		\$43.27			
	11916		06/25/2021	PROPANE FOR STREETS		\$64.41			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$178.50			
130381	07/01/2021	Open			Accounts Payable	GRAINGER INC, W W	\$1,478.19		
	Invoice		Date	Description		Amount			
	9928903682		06/25/2021	DEPARTMENT SUPPLIES		\$463.02			
	9916868798		06/25/2021	JANITORIAL SUPPLIES		\$86.41			
	9914411625		06/25/2021	JANITORIAL SUPPLIES		\$308.15			
	9926951840		06/25/2021	JANITORIAL SUPPLIES FOR BLDGS		\$285.96			
	9928903674		06/25/2021	DEPARTMENT SUPPLIES		\$181.44			
	9929382332		06/25/2021	DEPARTMENT SUPPLIES		\$153.21			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,478.19			

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130382	07/01/2021	Open			Accounts Payable	HARDERS PRINT SHOP INC	\$1,145.31		
	Invoice		Date	Description		Amount			
	73627		06/28/2021	Free Rides in July Advertisement Posters for Bus Shelters		\$1,145.31			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$1,145.31			
130383	07/01/2021	Open			Accounts Payable	HD SUPPLY FACILITIES MAINTENANCE LTD	\$870.91		
	Invoice		Date	Description		Amount			
	605051		06/21/2021	Lab Supplies		\$71.74			
	609537		06/21/2021	Boric Acid		\$45.30			
	594034		06/25/2021	WATER TOOLS		\$753.87			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$117.04			
	420 - WATER			420.11000 (Cash)		\$753.87			
130384	07/01/2021	Open			Accounts Payable	HILMAR LUMBER INC	\$168.43		
	Invoice		Date	Description		Amount			
	488124		06/21/2021	Harding Pump Station		\$21.54			
	487978		06/21/2021	Pliers		\$82.25			
	488002		06/21/2021	LOPPERS FOR BUCKET TRUCK		\$64.64			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$168.43			
130385	07/01/2021	Open			Accounts Payable	HORIZON WATER & ENVIR LLC	\$643.75		
	Invoice		Date	Description		Amount			
	5306		06/24/2021	18-69 Surface Water Dist. System Improvements - May 2021		\$643.75			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$643.75			
130386	07/01/2021	Open			Accounts Payable	HSQ INC	\$5,431.25		
	Invoice		Date	Description		Amount			
	203308		06/21/2021	Maintenance Services for Telemetry		\$5,431.25			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$5,431.25			
130387	07/01/2021	Open			Accounts Payable	HUNT & SONS, INC.	\$1,184.99		
	Invoice		Date	Description		Amount			
	836887		06/25/2021	ST99-7003		\$472.71			
	931874		06/25/2021	Lubricating Oil and Miscellaneous Products		\$712.28			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$356.14			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$650.78			
	420 - WATER			420.11000 (Cash)		\$178.07			
130388	07/01/2021	Open			Accounts Payable	INDEPENDENT ELECTRIC INC	\$60.54		
	Invoice		Date	Description		Amount			
	S105202009.001		06/21/2021	Lid for Christy Box at SL		\$60.54			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$60.54			

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130389	07/01/2021	Open			Accounts Payable	J A MOMANEY SERVICES INC	\$733.22		
	Invoice		Date	Description			Amount		
	146252		06/21/2021	24V Power Supplies for Traffic Cabinets			\$733.22		
	Paying Fund			Cash Account			Amount		
	216 - Streets - Local Transportation			216.11000 (Cash)			\$733.22		
130390	07/01/2021	Open			Accounts Payable	KLEINFELDER INC	\$1,352.20		
	Invoice		Date	Description			Amount		
	001333106		06/24/2021	SR04, 20028 Storm Drain & Surface Imp @Clara/Forest 5/24-6/20/21			\$1,352.20		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,352.20		
130391	07/01/2021	Open			Accounts Payable	LEAM BACKHOE&UNDERGROUND	\$16,374.60		
	Invoice		Date	Description			Amount		
	EP 21-058P		06/24/2021	IMPROVEMENT SECURITY 21-058P 3131 COLORADO AVE			\$16,374.60		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$16,374.60		
130392	07/01/2021	Open			Accounts Payable	Life-Assist, Inc	\$1,518.21		
	Invoice		Date	Description			Amount		
	1100820		06/11/2021	SUPRAGLOTTIC AIRWAY			\$1,518.21		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,518.21		
130393	07/01/2021	Open			Accounts Payable	MGT OF AMERICA INC	\$12,900.00		
	Invoice		Date	Description			Amount		
	39893		06/28/2021	Fleet Maint. ISF Rate and Transit Cost Allocation Plan			\$12,900.00		
	Paying Fund			Cash Account			Amount		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$2,838.00		
	426 - Transit			426.11000 (Cash)			\$10,062.00		
130394	07/01/2021	Open			Accounts Payable	MICROBIZ SECURITY COMPANY	\$3,785.57		
	Invoice		Date	Description			Amount		
	63703		06/25/2021	LIMITED MAINTENANCE AGREEMENT (4/1/21 - 6/30/21)			\$3,785.57		
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			\$3,785.57		
130395	07/01/2021	Open			Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	\$397.17		
	Invoice		Date	Description			Amount		
	IN1588430		06/11/2021	PACKING PREFORMED			\$397.17		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$397.17		
130396	07/01/2021	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$327.58		
	Invoice		Date	Description			Amount		
	8577-353981		06/16/2021	BATTERY- SILVER			(\$95.59)		
	8577-355381		06/25/2021	VEHICLE 1040PP			\$24.18		
	8577-355363		06/25/2021	POL15-1138			\$23.43		
	8577-355598		06/25/2021	AD20-4772			\$45.33		
	8577-355467		06/25/2021	TRA19-1065P			\$259.86		
	8577-355383		06/25/2021	VEHICLE 1040			\$27.72		

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	8577-355408		06/25/2021	TRA15-1038PP			\$42.65		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			(\$24.36)		
	246 - Landscape Assessment			246.11000 (Cash)			\$21.43		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$70.65		
	426 - Transit			426.11000 (Cash)			\$259.86		
130397	07/01/2021	Open			Accounts Payable	O'DELL ENGINEERING, INC		\$1,320.00	
	Invoice		Date	Description			Amount		
	3754011		06/24/2021	SR01, 20-001 Southeast Quadrant Rd Rehab - 5/10/21 - 6/6/21			\$1,320.00		
	Paying Fund			Cash Account			Amount		
	218 - Measure L			218.11000 (Cash)			\$1,320.00		
130398	07/01/2021	Open			Accounts Payable	P G & E		\$8.11	
	Invoice		Date	Description			Amount		
	REC 6/25/21		06/25/2021	2749172768-4 / 144 S Broadway			\$8.11		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$8.11		
130399	07/01/2021	Open			Accounts Payable	PB LOADER CORPORATION		\$8,665.62	
	Invoice		Date	Description			Amount		
	IN0017997		06/25/2021	PHPM 50			\$8,665.62		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$8,665.62		
130400	07/01/2021	Open			Accounts Payable	PERFORMANCE TRANSMISSION		\$3,000.00	
	Invoice		Date	Description			Amount		
	21259		06/25/2021	AD09-0446 TRANSMISSION REPLACEMENT			\$3,000.00		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$3,000.00		
130401	07/01/2021	Open			Accounts Payable	Platt Electric Supply		\$598.35	
	Invoice		Date	Description			Amount		
	1Q84276		06/21/2021	TOOL FOR TRUCK			\$566.00		
	1Q84744		06/21/2021	NEW KEYES FLUME LOCATION			\$32.35		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$598.35		
130402	07/01/2021	Open			Accounts Payable	POLYDYNE INC		\$12,308.99	
	Invoice		Date	Description			Amount		
	1551515		06/21/2021	Cationic Emulsion Polymer			\$12,308.99		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$12,308.99		
130403	07/01/2021	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP		\$28,589.16	
	Invoice		Date	Description			Amount		
	85824		06/21/2021	Downtown Turlock PCE Project Propostion 1 Groundwater			\$28,589.16		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$28,589.16		

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130404	07/01/2021	Open			Accounts Payable	QuestMark Information Management, Inc.	\$5,854.18		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1004735		06/28/2021		UT DELINQ - MAR 24 2021 DD7		\$94.33		
	1004530		06/28/2021		UTILITY STATEMENT - FEB 18 2021 DD7		\$2,185.61		
	1004547		06/28/2021		UTILITY STATEMENT - FEB 24 2021 DD14		\$2,550.96		
	1004757		06/28/2021		UT DELINQ - MAR 30 2021 DD14		\$92.54		
	1004851		06/28/2021		UT DELINQ - APR 6 2021 DD21		\$67.46		
	1004880		06/28/2021		UT DELINQ - APR 14 2021 DD28		\$87.76		
	1004926		06/28/2021		UT DELINQ - APR 21 2021 DD7		\$85.37		
	1004945		06/28/2021		UT DELINQ - APR 27 2021 DD14		\$85.97		
	1005044		06/28/2021		UT DELINQ - MAY 5 2021 DD21		\$78.21		
	1005072		06/28/2021		UT DELINQ - MAY 12 2021 DD28		\$91.94		
	1005112		06/28/2021		UT DELINQ - MAY 19 2021 DD7		\$90.15		
	1005131		06/28/2021		UT DELINQ - MAY 25 2021 DD14		\$80.60		
	1005241		06/28/2021		UT DELINQ - JUN 4 2021 DD21		\$66.27		
	1005256		06/28/2021		UT DELINQ - JUN 11 2021 DD28		\$97.31		
	1005298		06/28/2021		UT DELINQ - JUN 21 2021 DD7		\$99.70		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,951.39		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,951.36		
	420 - WATER				420.11000 (Cash)		\$1,951.43		
130405	07/01/2021	Open			Accounts Payable	R & S ERECTION INC	\$2,115.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	107227		06/11/2021		ST#33 - BAY DOOR STUCK OPEN		\$1,759.50		
	106885		06/11/2021		ST#31 - GATE STUCK OPEN		\$356.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$2,115.50		
130406	07/01/2021	Open			Accounts Payable	REED INC, GEORGE	\$261.02		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	100240504		06/25/2021		GEORGE REED - ASPHALT		\$82.37		
	100240645		06/25/2021		GEORGE REED - ASPHALT		\$86.46		
	100241068		06/25/2021		GEORGE REED - ASPHALT		\$92.19		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$261.02		
130407	07/01/2021	Open			Accounts Payable	ROBIC REFRIGERATION INC	\$240.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0000017976		06/25/2021		ROBIC - ICE MACHINE		\$240.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$240.00		
130408	07/01/2021	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$472.52		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3023843215		06/25/2021		motor and fan asy		\$358.46		
	3023822654		06/25/2021		tube asy		\$114.06		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$472.52		

Payment Register

From Payment Date: 6/25/2021 - To Payment Date: 7/1/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130409	07/01/2021	Open			Accounts Payable	SHARPENING SHOP	\$12,681.97		
	Invoice		Date	Description			Amount		
	354107		06/25/2021	SHARPENING SHOP - 60" LAZER X SERIES MOWER			\$12,681.97		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$12,681.97		
130410	07/01/2021	Open			Accounts Payable	SHORE CHEMICAL COMPANY	\$38.68		
	Invoice		Date	Description			Amount		
	59371		06/21/2021	SODIUM HYPOCHLORITE 12 1/2%			\$38.68		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$38.68		
130411	07/01/2021	Open			Accounts Payable	Sierra Mat & Rubber	\$150,000.00		
	Invoice		Date	Description			Amount		
	4518		06/25/2021	SIERRA MAT AND RUBBER - RUBBER BARK			\$150,000.00		
	Paying Fund			Cash Account			Amount		
	269 - Parks & Public Facilities Grants			269.11000 (Cash)			\$150,000.00		
130412	07/01/2021	Open			Accounts Payable	STAINLESS DISTRIBUTORS	\$117.58		
	Invoice		Date	Description			Amount		
	0000390661		06/21/2021	New Fitting and Tubing to Replace Damaged Pieces CNG Slow Fill			\$117.58		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$117.58		
130413	07/01/2021	Open			Accounts Payable	STANISLAUS COUNTY DEPT	\$1,500.00		
	Invoice		Date	Description			Amount		
	SURVEY/CP1869		06/28/2021	Record of Survey for CP 18-69 "Surface Water Dist. System Improv			\$1,500.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,500.00		
130414	07/01/2021	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$60.00		
	Invoice		Date	Description			Amount		
	42636		06/25/2021	MATTHEW HOUCK T2 RENEWAL			\$60.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$60.00		
130415	07/01/2021	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$70.00		
	Invoice		Date	Description			Amount		
	FINCH		06/25/2021	FRANK FINCH D1 CERT			\$70.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$70.00		
130416	07/01/2021	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$80.00		
	Invoice		Date	Description			Amount		
	WINTERS		06/25/2021	NOAH WINTERS D2 CERT			\$80.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$80.00		
130417	07/01/2021	Open			Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	\$1,154.25		
	Invoice		Date	Description			Amount		
	SI61490		06/25/2021	Emergency Vehicle Equip and Supplies			\$1,154.25		

Payment Register

From Payment Date: 6/25/2021 - To Payment Date: 7/1/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,154.25		
130418	07/01/2021	Open			Accounts Payable	SUPERCOM INC	\$1,074.40		
	Invoice			Date	Description		Amount		
	1774		06/25/2021		SAFEND PROTECTOR-WIN 1 YEAR GOLD MAIN. 5/24/21 - 5/24/22		\$1,074.40		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$757.58		
	255 - CDBG			255.11000 (Cash)			\$6.89		
	405 - Building			405.11000 (Cash)			\$75.76		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$110.20		
	426 - Transit			426.11000 (Cash)			\$13.77		
	502 - Engineering			502.11000 (Cash)			\$103.31		
	505 - Fleet			505.11000 (Cash)			\$6.89		
130419	07/01/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Invoice			Date	Description		Amount		
	06302021	BECCHETT	06/22/2021		6-30-21 PAYROLL ATTACHMENT		\$439.13		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$439.13		
130420	07/01/2021	Open			Accounts Payable	T I D	\$377,285.84		
	Invoice			Date	Description		Amount		
	083201 - JUNE 21		06/30/2021		TID STATEMENT - JUNE 2021 ACC#0832010000		\$9,998.67		
	183201 - JUNE 21		06/30/2021		TID STATEMENT - JUNE 2021 ACC#1832010000		\$4,017.34		
	283201 - JUNE 21		06/30/2021		TID STATEMENT - JUNE 2021 ACC#2832010000		\$5,486.24		
	383201 - JUNE 21		06/30/2021		TID STATEMENT - JUNE 2021 ACC#3832010000		\$5,577.98		
	483201 - JUNE 21		06/30/2021		TID STATEMENT - JUNE 2021 ACC#4832010000		\$197,013.96		
	683201 - JUNE 21		06/30/2021		TID STATEMENT - JUNE 2021 ACC#6832010000		\$4,837.41		
	773201 - JUNE 21		06/30/2021		TID STATEMENT - JUNE 2021 ACC#7732010000		\$11,692.42		
	973201 - JUNE 21		06/30/2021		TID STATEMENT - JUNE 2021 ACC#9732010000		\$128,779.61		
	873201 - JUNE 21		06/30/2021		TID STATEMENT - JUNE 2021 ACC#8732010000		\$9,882.21		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$30,748.29		
	205 - Sports Facilities			205.11000 (Cash)			\$4,594.13		
	216 - Streets - Local Transportation			216.11000 (Cash)			\$26,567.04		
	246 - Landscape Assessment			246.11000 (Cash)			\$13,377.45		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$172,253.63		
	416 - Recycled Water Sales			416.11000 (Cash)			\$60.67		
	420 - WATER			420.11000 (Cash)			\$126,146.53		
	426 - Transit			426.11000 (Cash)			\$689.23		
	505 - Fleet			505.11000 (Cash)			\$2,848.87		
130421	07/01/2021	Open			Accounts Payable	TANK TOWN MEDIA LLC	\$142.50		
	Invoice			Date	Description		Amount		
	76543		06/11/2021		Advertisement- Financial Customer Service supervisor		\$142.50		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$142.50		

Payment Register

From Payment Date: 6/25/2021 - To Payment Date: 7/1/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130422	07/01/2021	Open			Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$16,802.60		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	283966		06/21/2021		Liquid Chlorine		\$14,721.04		
	283967		06/21/2021		Liquid Chlorine - EMPTIES		(\$8,000.00)		
	284340		06/21/2021		Liquid Chlorine		\$14,721.04		
	284341		06/21/2021		Liquid Chlorine - EMPTIES		(\$8,000.00)		
	284517		06/21/2021		Liquid Chlorine		\$7,360.52		
	284518		06/21/2021		Liquid Chlorine - EMPTIES		(\$4,000.00)		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$16,802.60		
130423	07/01/2021	Open			Accounts Payable	THE MCCLATCHY COMPANY LLC	\$4,603.97		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	31190		06/11/2021		Recruitment/Employment Advertisements		\$4,603.97		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,626.05		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,378.64		
	420 - WATER				420.11000 (Cash)		\$1,599.28		
130424	07/01/2021	Open			Accounts Payable	TNT Industrial Contractors, Inc.	\$177,665.93		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	PP1/CP19-50		06/24/2021		19-50 Sanitary Sewer Lift Stations 9, 42, & 55 - June 2021		\$177,665.93		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$177,665.93		
130425	07/01/2021	Open			Accounts Payable	TRC Engineering Services LLC	\$2,100.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	819B00306-21		06/28/2021		Bus Line Inspection and Audit Services for new Gillig Buses		\$2,100.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	426 - Transit				426.11000 (Cash)		\$2,100.00		
130426	07/01/2021	Open			Accounts Payable	TURLOCK JOURNAL	\$1,401.44		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	287518		06/11/2021		Retail Display for Police officer Trainee		\$100.16		
	287519		06/11/2021		Classified Display Ad: Wastewater Plant Operator		\$200.32		
	288372		06/11/2021		Web banner Ad: Financial Customer service supervisor		\$250.00		
	288374		06/11/2021		Financial Customer Services		\$200.32		
	288039		06/11/2021		Part-time fleet maintenance worker		\$200.32		
	288038		06/11/2021		Wastewater plant operator		\$100.16		
	288373		06/11/2021		Part -time Fleet maintenance Worker		\$100.16		
	287517		06/11/2021		Web Banner Part Time Fleet		\$250.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$100.16		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,301.28		
130427	07/01/2021	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$19,931.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	053121		06/25/2021		TURLOCK SCAVENGER - STREET SWEEPING		\$19,931.50		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		

Payment Register

From Payment Date: 6/25/2021 - To Payment Date: 7/1/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130428	246 - Landscape Assessment			246.11000 (Cash)			\$7,972.60		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$11,958.90		
	07/01/2021	Open			Accounts Payable	United Safety & Survivability Corporation		\$1,000.00	
	Invoice			Date	Description		Amount		
	226142		06/28/2021	FULL DAY ONSITE REVIEW for Active Air Purification Equipment			\$1,000.00		
130429	Paying Fund			Cash Account			Amount		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$500.00		
	426 - Transit			426.11000 (Cash)			\$500.00		
	07/01/2021	Open			Accounts Payable	VERIZON WIRELESS		\$419.39	
130430	Invoice			Date	Description		Amount		
		9881188856		06/11/2021	FIRE - MAY 04 - JUN 03		\$419.39		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$237.39		
130431	240 - Small Equipment Replacement			240.11000 (Cash)			\$182.00		
	07/01/2021	Open			Accounts Payable	WEST STEEL & PLASTIC		\$1,075.37	
	Invoice			Date	Description		Amount		
		402244		06/25/2021	VALVES WRENCH		\$1,075.37		
130432	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,075.37		
	07/01/2021	Open			Accounts Payable	WEST YOST ASSOCIATES		\$6,254.00	
	Invoice			Date	Description		Amount		
	2045295		06/22/2021	May 8, 2021 - June 4, 2021		\$6,254.00			
130433	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$6,254.00		
	07/01/2021	Open			Accounts Payable	ZEE MEDICAL SERVICE CO		\$100.37	
	Invoice			Date	Description		Amount		
	66274455		06/25/2021	Parks Medical Supplies		\$100.37			
130434	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$100.37		
	07/01/2021	Open			Accounts Payable	GARCIA, RAUL		\$212.00	
	Invoice			Date	Description		Amount		
	TR 4582 PER DIEM		07/01/2021	836 TECH - 7/7 TO 7/10 - MONTANA		\$212.00			
130435	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$212.00		
	07/01/2021	Open			Accounts Payable	GUTIERREZ, MAIRA		\$115.00	
	Invoice			Date	Description		Amount		
	9907153		06/25/2021	REFUND FOR SUMMER BREAK CAMP		\$115.00			
130435	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$115.00		
	07/01/2021	Open			Accounts Payable	Humiston , Nathan		\$158.57	
	Invoice			Date	Description		Amount		
	0795516007232		06/21/2021	Reimbursement Wastewater Treatment Plant Op Ex Gr2		\$158.57			
Paying Fund			Cash Account			Amount			
410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$158.57			

Payment Register

From Payment Date: 6/25/2021 - To Payment Date: 7/1/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130436	07/01/2021	Open			Accounts Payable	Humiston , Nathan	\$127.88		
	Invoice		Date	Description			Amount		
	0795216286590		06/21/2021	Reimbursement - Wastewater Treatment Plant Op Ex Gr 1			\$127.88		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$127.88		
130437	07/01/2021	Open			Accounts Payable	KAUR, PITPAL	\$200.00		
	Invoice		Date	Description			Amount		
	2021-00216326		06/23/2021	A/C REFUND			\$200.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$200.00		
130438	07/01/2021	Open			Accounts Payable	NAVARRO, FRANCISCO	\$212.00		
	Invoice		Date	Description			Amount		
	TR 4582 PER DIEM		07/01/2021	836 TECH - 7/7 TO 7/10 - MONTANA			\$212.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$212.00		
130439	07/01/2021	Open			Accounts Payable	RICCI, ALEXANDRA	\$30.00		
	Invoice		Date	Description			Amount		
	2021-00172321		06/23/2021	A/C REFUND			\$30.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$30.00		
130440	07/01/2021	Open			Accounts Payable	ROGERS, WAYNE	\$120.00		
	Invoice		Date	Description			Amount		
	37161		06/25/2021	TRAINING REIMBURSEMENT			\$120.00		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$120.00		
130441	07/01/2021	Open			Accounts Payable	SARMIENTO, ISIDRO	\$150.00		
	Invoice		Date	Description			Amount		
	R21-003018		06/23/2021	A/C REFUND			\$150.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$150.00		

Type Check Totals:
AP - Accounts Payable Totals

88 Transactions

\$1,378,952.19

Checks	Status	Count	Transaction Amount	Reconciled Amount
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Payment Register

From Payment Date: 6/25/2021 - To Payment Date: 7/1/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	88	\$1,378,952.19	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	88	\$1,378,952.19	\$0.00	
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	88	\$1,378,952.19	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	88	\$1,378,952.19	\$0.00	
Grand Totals:					Checks				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	88	\$1,378,952.19	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	88	\$1,378,952.19	\$0.00	
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	88	\$1,378,952.19	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	88	\$1,378,952.19	\$0.00	

APRIL 20, 2021
5:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT MINUTES
Special Meeting
Turlock City Council

0. A. **CALL TO ORDER** – Mayor Bublak called the meeting to order at 5:00 p.m.

B. **SALUTE TO THE FLAG**

Mayor Bublak announced the City Council meeting is open to the public with limited seating capacity and that compliance with health and safety guidelines including COVID-19 screening, temperature checks, face coverings, and physical distancing measures is required for in-person attendance.

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

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

C. **ROLL CALL:**

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

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

ABSENT: None

D. **DECLARATION OF CONFLICTS:** None

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

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

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

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

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

Members of the public participating in-person will be called upon first and then we will move to those participating remotely. For those participating remotely, they will hear an automated prompt indicating their

line has been unmuted – and that is when their comment period will begin.

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

2. PUBLIC PARTICIPATION:

The following members of the public spoke:

Milt Trieweiler
Ron Bridegroom

3. FISCAL YEAR 2021-2022 GENERAL FUND BUDGET WORKSHOP:

Mayor Bublak announced that public comment will be opened once all of the departments have had an opportunity to present.

- A. The City Council will review, discuss, and provide direction to staff regarding the proposed Fiscal Year 2021-2022 General Fund Budget.

Acting City Manager Gary R. Hampton provided an overview of the budget workshop, augmentation requests and City Council's General Fund fiscal priorities.

Senior Accountant Nadine Silva presented information regarding the forecasted General Fund revenue for FY 2021-2022, budget to actual comparisons of the General Fund revenues for the last 5 fiscal years, detail of one-time revenue and expenses in FY 2020-2021 that are not projected in FY 2021-2022, analysis of General Fund reserve, and an overview of the augmentation requests for each department.

The following departments presented information regarding their budget augmentation requests and proposed budgets for Fiscal Year 2021-2022:

City Clerk Jennifer Land provided information regarding the proposed budget augmentation requests for City Administration (City Council, City Manager, City Clerk, and City Attorney) including annual conference budgets and dues for the City Council and City Manager's office, training and notary public expenses for the Executive Administrative Assistant/Deputy City Clerk, part time help for City Clerk and City Attorney offices, and other minor operational increases.

Acting City Manager Gary R. Hampton provided an overview of the proposed organizational restructuring of the Finance and Administrative Services Departments.

Senior Accountant Nadine Silva presented additional information regarding the proposed organizational changes to Finance and Administrative Services Departments, and augmentation requests including reclassification of positions, creation of new positions, workspace reorganization, and training budget.

Council and staff discussed this item, including budgeted positions, salary ranges, and workspace reconfiguration.

Human Resources Manager Sarah Eddy provided information regarding the proposed augmentation requests for HR including new positions and an executive recruitment budget.

Acting City Manager Hampton provided additional information regarding the cost and process of utilizing recruiting firms and succession planning.

Council and staff discussed this item including inquiries regarding the budget for the Administrative Services Director position, part time help in City Attorney's office (related to administrative investigations), and why it was not budgeted in Human Resources.

Council and staff discussed the .25% of cannabis revenue set aside for drug diversion and education.

Interim Chief of Police Steven Williams presented information regarding the proposed augmentation requests for the Police Department, noting that a majority of the requests are for clean-up, including personnel (restore 6 of the 10 frozen positions – Police Chief, 2 Community Service Officers, 1 Records Technician, and 2 Emergency Service Dispatchers). Restore vehicles and equipment replacement (replace 6 patrol vehicles and 1 staff vehicle). Overtime (restore overtime to levels prior to recession – patrol, collateral duty training, and CARES), and training (restores training levels prior to recession – field operations, special operations, and EVOC training).

Council and staff discussed this item including inquiries regarding funding for dispatch (between police and fire), mileage of vehicles to be replaced, funding support for the CARES team from the County, mandated training requirements, and continued education/training.

Acting City Manager Hampton spoke regarding overtime needs within public safety and his concerns with the interim status of the Police and Fire Chief positions and recommended the Council not suspend any of the vested positions (instead suspend the positions of those who are appointed to fill the positions).

Councilmember Larson stepped down from the dais at 6:30 p.m.
Councilmember Larson returned to the dais at 6:32 p.m.

Interim Fire Chief Gary Carlson presented information regarding the proposed augmentation request for the Fire Department, noting requests are practical and provided an overview of the current staffing of the department in comparison to 2010, including personnel (restore Fire Chief, reclassify Training Chief to Deputy Fire Marshal position. Interim Fire Chief Carlson also provided an overview of the contractual hours and staffing of the Fire Department and overtime vs added personnel costs. Interim Fire Chief Gary Carlson also spoke regarding the associated training and equipment/uniform costs associated with additional personnel and vehicles and equipment replacement (restore schedule). Also spoke about having applied for grants for fire truck and personnel (SAFER grant).

Acting City Manager Hampton spoke regarding the Fire and Police Chief salaries (Fire is consistent with Industry Standard and Police is proposed to be lowered) and compensable leave (paid) time off vs overtime and urged Council to explore this option in negotiations to expand staffing in the Fire Department.

Parks, Recreation and Public Facilities Director Allison Van Guilder presented information regarding the proposed augmentation request for the department including reinstating 4 maintenance positions (2 in Public Facilities, and 2 in Parks), 1 Superintendent position (for succession planning), and increasing tree trimming contracts across maintenance areas.

Acting City Manager Hampton spoke about the duration of the budget workshop and offered Council the option to continue the remainder of the workshop tonight or to the next workshop (which will include Planning, Engineering, Information Technology, present solutions to water, capital improvement plan, and what the cost of the 2-year equipment catch-up will be).

Council consensus was to conclude the workshop for tonight.

Mayor Bublak opened public participation.

The following members of the public spoke:

Milt Trieweiler
Ron Bridegroom
Robert Puffer

Mayor Bublak closed public participation.

Staff provided brief comment in response to public comment.

Mayor spoke regarding succession planning, department head positions filled, and recommended filling the Finance Director position and the Human Resources Director position. Provide an organizational map for these two positions as soon as Tuesday.

Councilmember Franco concurred, also noted it would be helpful for staff to prioritize augmentation requests to be addressed on a quarterly basis.

Councilmember Monez concurred, also noted flood gates aren't open – very fiscally conservative.

Councilmember Nosrati requested additional personnel requests be reflected at low end and high-end salary ranges.

4. ADJOURNMENT:

Mayor Bublak adjourned the special meeting at 7:28 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land, City Clerk

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

B. **SALUTE TO THE FLAG**

Mayor Bublak announced the City Council meeting is open to the public with limited seating capacity and that compliance with health and safety guidelines including COVID-19 screening, temperature checks, face coverings, and physical distancing measures are required for in-person attendance.

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

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

C. **ROLL CALL:**

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

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

ABSENT: None

D. **DECLARATION OF CONFLICTS:** None

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.

Mayor Bublak announced Action Item 9C will be removed from the agenda; however, public comment will be heard on this item.

Councilmember Monez also requested removal of Council Items for Future Consideration.

Action: Motion by Councilmember Monez, seconded by Councilmember Franco, Approving the agenda as amended. Motion carried 4/1 by the following vote:

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

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

A. Proclamation: Arbor Day, April 2021

Parks, Recreation and Public Facilities Director Allison Van Guilder read a proclamation from Mayor Bublak in recognition of Arbor Day, April 2021

B. Appointment: West Turlock Subbasin Groundwater Sustainability Agency, Primary Member

Mayor Bublak recommended that Councilmember Larson be appointed as the Primary Member and Councilmember Franco be appointed as the Alternate Member of the West Turlock Subbasin Groundwater Sustainability Agency.

Action: Motion by Councilmember Monez, seconded by Councilmember Franco, appointing Councilmember Larson as the Primary Member and Councilmember Franco as the Alternate Member West Turlock Subbasin Groundwater Sustainability Agency. Motion carried 5/0 by the following vote:

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

C. Briefing: COVID-19 Update, presented by Interim Fire Chief Gary Carlson

Interim Fire Chief Gary Carlson provided an update regarding COVID-19 including the tier assignment for Stanislaus County, positivity rate, metrics for Stanislaus County as compared to the state metrics, reopening of the state on June 15, 2021, hospitalization rate increases, vaccine administration, release of the Johnson & Johnson vaccine by the FDA, availability of vaccines, mobile vaccination clinics, COVID testing, mortality rates, and community briefing by the county.

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

Members of the public participating in-person will be called upon first and then we will move to those participating remotely. For those participating remotely, they will hear an automated prompt indicating their line has been unmuted – and that is when their comment period will begin.

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

4. PUBLIC PARTICIPATION:

The following members of the public spoke:

Ramon Rodriguez

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

6. CONSENT CALENDAR:

Mayor Bublak requested the removal of Agenda Item 6F for further discussion as per the request of a member of the public.

Action: Motion by Councilmember Franco, 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. 2021-057:** Accepting Weekly Demands of 4/1/21 in the amount of \$4,173,605.84; Weekly Demands of 4/8/21 in the amount of \$847,456.47; Weekly Demands of 4/15/21 in the amount of \$1,257,582.10
- B. **Motion:** Accepting Minutes of the Regular Meeting of February 23, 2021; Minutes of Special Meeting of March 9, 2021
- C. 1. **Motion:** Approving Contract Change Order No. 3 (Final) in the decreased amount of \$112,167.15 (Non-General Fund – Fund 215) for City Project No. 15-44 “Rehabilitation of Hawkeye Avenue and Lander Avenue” bringing the contract total to \$1,706,888.48
 2. **Motion:** Accepting improvements for City Project No. 15-44 “Rehabilitation of Hawkeye Avenue and Lander Avenue” and authorizing the City Engineer to file a Notice of Completion
- D. **Motion:** Approving the advertisement of construction bids for City Project No. 20-013 “Water and Sewer Main Extensions – N. Golden State Blvd”
- E. **Resolution No. 2021-058:** Adopting a Resolution of vacation, pursuant to Division 9, Part 3, Chapters 2 and 4 of the Streets and Highways Code, to summarily vacate those certain portions of existing public utility easements over portions of 149 W. Canal Drive (APN: 042-009-039) & 199 W. Canal Drive (APN: 042-009-038)
- F. *Removed for separate consideration.*
- G. **Resolution No. 2021-059:** Accepting the 2020 General Plan Annual Report pursuant to California Government Code section 65400(a)(2) to be submitted to the Governor’s Office of Planning and Research and the California Department of Housing and Community Development
- H. **Motion:** Authorizing the sole source repairs to out of repair sidewalks in various locations throughout the City and approving an Agreement with Precision Emprise, LLC., Db

Precision Concrete Cutting of Sacramento, for sidewalk trip hazard removal projects for the City of Turlock, for a period of thirty-six (36) months, in an annual amount not to exceed \$60,000 and a total amount not to exceed \$360,000 if all renewal periods are exercised, without compliance to the formal bid procedure in accordance to Turlock Municipal Code Section 2-7-08(b)(2)

- I. Motion: Approving Amendment No. 1 to the Joint and Reciprocal Agreement with Turlock Unified School District (TUSD), for use of facilities, to update the language following California Department of Public Health guidelines regarding COVID-19
- J. 1. **Resolution No. 2021-060**: Approving modifications to the job descriptions for the positions of Information Technology Technician, Information Technology Analyst I/II, Information Technology Analyst - Senior, Information Technology Coordinator, and Information Technology Manager, effective April 27, 2021
 2. **Resolution No. 2021-061**: Approving the reclassification of two (2) Senior Information Technology Analysts to Information Technology Coordinators, effective May 1, 2021
- K. Motion: Authorizing the release of unclaimed checks pursuant to California Government Code section 50055 to the City of Turlock
- 6F. Resolution: Authorizing the City Manager to execute Lien Agreements in a form approved by the City Attorney for the deferred payment of development impact fees

Mayor Bublak opened public participation.

The following members of the public spoke:

Milt Trieweiler

Mayor Bublak closed public participation.

Staff provided brief comment in response to public comment.

Council and staff discussed this item.

Action: **Resolution No. 2021-062**: Authorizing the City Manager to execute Lien Agreements in a form approved by the City Attorney for the deferred payment of development impact fees as 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

7. **FINAL READINGS:** None

8. **PUBLIC HEARINGS:** None

9. ACTION ITEMS:

- A. Interim Development Service Director Nathan Bray presented the staff report on the request to approve Contract Change Order No. 1 (Final) in the amount of \$34,301.41 (Non-General Fund – Fund 246) for City Project No. 20-004 "2020 Slurry Seals" bringing the contract total to \$1,109,301.41 AND accept improvements for City Project No. 20-004 "2020 Slurry Seals" and authorizing the City Engineer to file a Notice of Completion AND appropriate \$525,000 to account number 246-60-600.43700 "Slurry Seals" to be funded from Fund 246 "Landscape Assessment District Maintenance" unassigned reserves to provide necessary funding for City Project No. 20-004 "2020 Slurry Seals"

Mayor Bublak opened public participation.

The following members of the public spoke:

Robert Puffer

Mayor Bublak closed public participation.

Staff provided brief comment in response to public comment.

Council and staff discussed this item.

Action: Motion by Councilmember Monez, seconded by Councilmember Larson. Approving Contract Change Order No. 1 (Final) in the amount of \$34,301.41 (Non-General Fund – Fund 246) for City Project No. 20-004 "2020 Slurry Seals" bringing the contract total to \$1,109,301.41. Motion carried 5/0 by the following vote:

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

Motion by Councilmember Monez, seconded by Councilmember Larson, Accepting improvements for City Project No. 20-004 "2020 Slurry Seals" and authorizing the City Engineer to file a Notice of Completion. 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. 2021-063: Appropriating \$525,000 to account number 246-60-600.43700 "Slurry Seals" to be funded from Fund 246 "Landscape Assessment District Maintenance" unassigned reserves to provide necessary funding for City Project No. 20-004 "2020 Slurry Seals" as 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. Park, Recreation and Public Facilities Director Allison Van Guilder presented the staff report on the request to authorize the use of CARES Act funds, if necessary, for the purpose of offsetting aquatics program expenses in excess of revenue generated by swim lessons, as a result of the COVID-19 Public Health Emergency by appropriating \$34,000 from account number 110-10-189.48001_325 “Transfer Out To Respond To COVID-19 Pandemic” to account number 110-61-626-102.38001_325 “Transfer In From CARES Act Funds”

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

Council and staff further discussed this item.

Councilmember Monez introduced a modified motion to transfer unused funds back to the CARES Act Fund account at the end of swim season. Councilmember Franco seconded the modified motion.

Action: **Resolution No. 2021-064:** Authorizing the use of CARES Act funds, if necessary, for the purpose of offsetting aquatics program expenses in excess of revenue generated by swim lessons, as a result of the COVID-19 Public Health Emergency by appropriating \$34,000 from account number 110-10-189.48001_325 “Transfer Out To Respond To COVID-19 Pandemic” to account number 110-61-626-102.38001_325 “Transfer In From CARES Act Funds” and transferring any unused funds back to the CARES Act fund at the end of the swim season as 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. Item removed from the agenda.

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

- D. Acting City Manager Gary R. Hampton and Human Resources Manager Sarah Eddy presented the staff report on the request to approve the reorganization of the Administrative Services Department and establishing the Finance Department, effective July 1, 2021 AND approve modifications to the job description for the position of Administrative Services Director, effective July 1, 2021 AND approve a new job description for the position of Finance Director, effective July 1, 2021 AND authorize the hiring of one (1) Administrative Services Director and one (1) Finance Director through an in-house recruitment of full-time, part-time, and volunteer/intern staff (with no priority given), and an outside recruitment if needed; authorize the Acting City Manager to engage in a contract with a professional recruiting firm for the hiring of an Administrative Services Director and a Finance Director in an amount not to exceed \$40,000; and appropriate \$40,000 from Fund 110 “General Fund”

unassigned reserves to account number 110-10-109.43060_039 “Executive Recruitments” in FY 20-21

Council and staff discussed this item.

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

Council and staff further discussed this item.

Action: **Resolution No. 2021-065:** Approving the reorganization of the Administrative Services Department and establishing the Finance Department, effective July 1, 2021 as introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 3/2 by the following vote:

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

Resolution No. 2021-066: Approving modifications to the job description for the position of Administrative Services Director, effective July 1, 2021 as introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 3/2 by the following vote:

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

Resolution No. 2021-067: Approving a new job description for the position of Finance Director, effective July 1, 2021 as introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 3/2 by the following vote:

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

Resolution No. 2021-068: Authorizing the hiring of one (1) Administrative Services Director and one (1) Finance Director through an in-house recruitment of full-time, part-time, and volunteer/intern staff (with no priority given), and an outside recruitment if needed; authorizing the Acting City Manager to engage in a contract with a professional recruiting firm for the hiring of an Administrative Services Director and a Finance Director in an amount not to exceed \$40,000; and appropriating \$40,000 from Fund 110 “General Fund” unassigned reserves to account number 110-10-109.43060_039 “Executive Recruitments” in FY 20-21 as introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 3/2 by the following vote:

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

10. CITY MANAGER REPORTS/UPDATES:

A. Administrative Services

1. Monthly Budget Update

A written staff update was included in the agenda packet.

2. Measure A Citizens Oversight Committee Update

City Clerk Jennifer Land provided an update on the Measure A Citizens Oversight Committee application process and sought Council feedback regarding the committee selection process.

Council and staff discussed this item.

Council provided direction to staff to provide recommendations for Council approval, including review of the applications by Council and Acting City Manager, and removal of the political aspect of the selection.

3. City of Turlock Elected and Appointed Officials Handbook Update

Acting City Manager Gary R. Hampton provided an update on the status of the review of the Elected and Appointed Officials Handbook including completion of the first seven chapters with the assistance of staff, review of the remaining chapters, and estimated completion by the beginning of June 2021.

Council and staff discussed this item.

4. Unsheltered Homeless and Encampments Crisis Update

Interim Chief of Police Steven Williams provided an update regarding the Unsheltered Homeless and Encampments Crisis including operational period status, upcoming area of focus, coordination with various resources, operation budget to date, impacts to community, deployment of staff to address areas of concern, and shelter availability.

Council and staff discussed this item.

B. Fire Department

1. Public Safety Briefing

A written staff update was included in the agenda packet.

C. Police Department

1. Public Safety Briefing

A written staff update was included in the agenda packet.

11. COUNCIL ITEMS FOR FUTURE CONSIDERATION: Removed from the Agenda

12. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS:

Councilmember Larson commented on the recruitment process for the City Manager position.

Councilmember Nosrati requested information on a community 4th of July fireworks show.

Council discussed amendments to the Agenda concerning the removal of Council Items for Future Consideration.

13. CLOSED SESSION:

City Clerk Jennifer Land introduced the Closed Session Item(s).

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

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

- C. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
Agency Designated Representative: Human Resources Manager Sarah Eddy
Employee Organization: Turlock Associated Police Officers
Employee Organization: Turlock City Employees Association
Employee Organization: Turlock Firefighters Association-Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Employees: Accountant, Sr., Administrative Analyst, Administrative Services Director, Assistant to the City Manager for Economic Development/Community Housing, Chief Building Official, City Clerk, Community Housing Program Supervisor, Deputy Director Development Services/Planning, Development Services Director, Development Services Supervisor/City Surveyor, Executive Administrative Assistant/Deputy City Clerk, Executive Administrative Assistant/Municipal Services, Executive Administrative Assistant/Public Safety, Fire Chief, Human Resources Analyst, Sr., Human Resources Manager, Human Resources Technician, Information Technology Manager, Legal Assistant, Municipal Services Deputy Director, Municipal Services Director, Office Assistant I, Parks,

Recreation and Public Facilities Director, Parks, Recreation and Public Facilities Manager, Payroll Coordinator, Police Business Unit Supervisor, Police Chief, Principal Civil Engineer, Regulatory Affairs Manager, Transit Manager, Utilities Manager, and Water Quality Control Division Manager.

D. Public Employee Discipline/Dismissal/Release, Cal. Gov't Code §54957(b)(1)

14. REPORTS FROM CLOSED SESSION:

City Clerk Jennifer Land reported for the Closed Session Item(s) that no reportable action was taken.

15. ADJOURNMENT

Mayor Bublak adjourned the regular meeting at 7:50 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Allison Martin, Deputy City Clerk
Jennifer Land, City Clerk

0. A. CALL TO ORDER – Mayor Bublak called the meeting to order at 5:00 p.m.

B. SALUTE TO THE FLAG

Mayor Bublak announced the City Council meeting is open to the public with limited seating capacity and that compliance with health and safety guidelines including COVID-19 screening, temperature checks, face coverings, and physical distancing measures is required for in-person attendance.

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

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

C. ROLL CALL:

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

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

ABSENT: None

D. DECLARATION OF CONFLICTS: None

1. APPROVAL OF AGENDA AS POSTED OR AMENDED

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

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

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

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

Members of the public participating in-person will be called upon first and then we will move to those participating remotely. For those participating remotely, they will hear an automated prompt indicating their

line has been unmuted – and that is when their comment period will begin.

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

2. PUBLIC PARTICIPATION:

The following members of the public spoke:

Chad Hackett

3. FISCAL YEAR 2021-2022 GENERAL FUND BUDGET WORKSHOP NO. 2:

Mayor Bublak announced that public comment will be opened once the departments have an opportunity to present.

- A. The City Council will continue to review, discuss, and provide direction to staff regarding the proposed Fiscal Year 2021-2022 General Fund Budget.

Acting City Manager Gary R. Hampton provided an overview of the budget workshop including Planning, Engineering and Information Technology Departments, info requested during workshop #1, FY 2019-20 frozen positions, CIP 5-year plan, equipment replacement plan, Engineering Fund deficit, City utilities water/sewer service fees, direction regarding augmentations, reorganization of City department structure, creation of a Finance Department, Police Chief and Fire Chief position funding mandates.

The following departments presented information regarding their budget augmentation requests and proposed budgets for Fiscal Year 2021-2022:

Interim Development Services Director Nathan Bray provided information regarding the proposed budget augmentation requests for the Planning Division, including the unfreezing of an assistant planner position and identifying General Plan implementation and growth.

Council and staff discussed this item, including inquiries regarding use of cannabis funds, entitlement process metrics.

Interim Development Services Director Nathan Bray provided information regarding the proposed budget augmentation requests for the Engineering Division, including the unfreezing of five positions, the addition of positions, generation of revenue from unfrozen and new positions, capturing revenue from billable items, and Engineering Fund deficit.

Council and staff discussed this item, including inquiries regarding additional positions, frozen positions, grants available for GIS services, and coordination with CSU Stanislaus.

Interim Development Services Director Nathan Bray provided information regarding the Engineering Fund deficit, including the collection of fees from services provided, cost recovery potential, non-billable services, user fees, Engineering Fund reserve depletion, deficit spending, transfer of funds from the General Fund to halt the growth of the Engineering Fund deficit.

Information Technology Manager Joe Sousa provided information regarding the proposed budget augmentation requests for the Information Technology Department, including the reclassification of positions.

Council and staff discussed this item, including inquiries regarding provision of services to City departments.

Acting City Manager Gary R. Hampton provided an overview of the frozen positions from the previous Fiscal Year budgets.

Council and staff discussed this item, including inquiries regarding funding of frozen positions from the General Fund and Non General Fund budgets, allocation of salary funds from the General Fund and Non General Fund.

Acting City Manager Gary R. Hampton provided information regarding the salary survey for the Finance Director and Administrative Services Director positions.

Principal Civil Engineer Stephen Fremming provided information regarding the 5 Year Capital Improvement Program, summary and project detail sheets.

Council and staff discussed this item, including inquiries regarding estimated cost to bring the network of roads up to standards, and Assessment Districts.

Acting City Manager Gary R. Hampton and Senior Accountant Nadine Silva provided information regarding the proposed budget augmentation requests for the vehicle and small equipment replacement budget, transfers from operating budgets, and costs associated with the requests.

Acting City Manager Gary R. Hampton and Interim Municipal Services Deputy Director Carl Brown provided information regarding the proposed budget augmentation requests for the provision of City water and sewer services to General Fund and Non General Fund departments for City buildings and facilities, and calculation of water and sewer service estimates.

Council and staff discussed this item, including inquiries regarding billing of City water and sewer services, Proposition 218 and Proposition 26 requirements.

Acting City Manager Gary R. Hampton provided information regarding the budget adoption timeline, implementation of Council's vision, and requested direction for City staff on the General Fund 2021-22 budget.

Mayor Bublak opened public participation.

The following members of the public spoke:

Milt Trieweler

Mayor Bublak closed public participation.

Staff provided brief comment in response to public comment.

Council further discussed this item, including unfreezing the Public Safety Chief positions, the cost for maintaining roads that are not in Assessment Districts, additional employees for regular streets and parks maintenance, Fire Department staffed 100% of the time, Measure L funds, street project timelines, budget augmentations for Engineering positions, Measure L funding split as directed by Council, slurry seal maintenance projects, Engineering Fund deficit payment from TOT revenues, Administrative Services Director and Finance Director positions, cannabis funding, Measure A revenue allocations, General Fund reserve balance, American Rescue and Recovery Act revenue, TOT projected fund balance, recreation requests related to TOT revenues, Engineering fee survey, Measure A revenues, and augmentation requests.

Council provided direction to staff regarding the General Fund budget augmentations, and staff addressed Council on the direction provided.

4. ADJOURNMENT:

Mayor Bublak adjourned the special meeting at 7:07 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Allison Martin, Deputy City Clerk
Jennifer Land, City Clerk

City Council Staff Report

July 13, 2021



From: Steven Williams, Interim Chief of Police

Prepared by: Amanda Fortado, Police Business Unit Supervisor

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the agreement with Stommel, Inc., DBA Lehr Auto, for the purchase of emergency vehicle equipment, supplies, repair and installation services through the County of Placer Agreement, without compliance to the formal bid process

2. SYNOPSIS:

Approving an agreement with Stommel, Inc., DBA Lehr Auto for the purchase and installation of emergency vehicle equipment.

3. DISCUSSION OF ISSUE:

Turlock Police Department has been using Lehr for many years under the County of Placer's Agreement. The City continues to have the opportunity to piggyback on the current County of Placer Agreement No. SCN103068 for emergency vehicle equipment, installation and service repairs, without compliance to the formal bid process, in accordance to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-08(b)(5). County of Placer bids were solicited and bids were evaluated and awarded to the lowest responsible and responsive bidder complying with the provision of the Invitation for Bid.

Stommel, Inc., DBA Lehr Auto, has agreed to extend the same pricing in accordance to County of Placer Contract to the City of Turlock. Based on the number of years that service has been provided by Lehr, staff believes that continuing with this vendor provides consistency in the work provided. Lehr is also familiar with the process of outfitting police vehicles and having been the original installer, is able to do repairs with ease. Additionally, Lehr is able to provide discounted prices on equipment due to the high output of vehicles they maintain.

4. BASIS FOR RECOMMENDATION:

- A. Staff recommends approval to piggyback from County of Placer for the purchase of emergency vehicle equipment, supplies and installation services with Stommel, Inc., DBA Lehr Auto, based on the consistency of their work and competitive pricing.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment:

Currently budgeted at the following line numbers:

Police Department

110-20-210.46032 Vehicle and Small Equipment Maintenance Parts

110-20-210.46025 Outside Contract Labor

506-00-000-213.51020 Vehicle Replacement

Animal Services

110-20-215.46032 Vehicle and Small Equipment Maintenance Parts

110-20-215.46025 Outside Contract Labor

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council can choose not to piggyback from County of Placer contract with Stommel, Inc., DBA Lehr Auto. This alternative is not recommended; this is a specialized service and the City does not have available staff to perform this service.



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
STOMMEL, INC.
dba LEHR AUTO
for
EMERGENCY VEHICLE EQUIPMENT, SUPPLIES AND INSTALLATION**

City Contract No. 2022-10

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Stommel, Inc. dba Lehr Auto (“Professional”), on this 1st day of July, 2021 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

- A.** City seeks to hire an independent contractor to perform services to assist City with emergency vehicle equipment, supplies and installation (the “Service”).
- 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 53 of this Agreement, Sections 1 through 51 shall prevail.
2. **Term.** The term of this Agreement shall be two years and will commence on the Effective Date and terminate on the 1 day of July, 2023 (“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 three (3) additional one year (1) 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 Three Hundred Thousand and 00/000ths Dollars (\$300,000.00) ("Maximum Payment") annually, unless the Parties mutually agree in writing otherwise.

6.3. 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.

6.4. 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 fourteen (14) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

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

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

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

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

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

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

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

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

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

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Professional's subcontractor, if any; (c) name and address of Professional's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

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

13. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the Contractor Administrator. In no event shall Professional take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for City under this Agreement.

14. Confidentiality. Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by City and that such information may

contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City (“Confidential Information”).

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

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

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

16. Assignment 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.

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

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such

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

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

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

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

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

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

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

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

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

20. Assurance of Performance. If, at any time, City believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

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

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

22. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive

equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to

liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

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

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

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

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

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

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

If to City: **City of Turlock
Attn: Steve Williams, Interim Chief of Police
244 N. Broadway
Turlock, CA 95380-5461**

With courtesy copies to: **City of Turlock
Attn: City Attorney
156 S. Broadway, Suite 230
Turlock, CA 95380**

If to Professional: **STOMMEL, INC DbA LEHR AUTO ELECTRIC
ATTENTION: JIM STOMMEL
631 N MARKET ST SUITE N
SACRAMENTO, CA 95834
PHONE: (916) 646-6626
FAX: (916) 646-6656
EMAIL: jim@lehrauto.com**

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

City of Turlock
Attn: Amanda Fortado, Police Business Unit Supervisor
244 N Broadway
Turlock, California 95380-5456
Telephone: (209) 656-3147
E-mail: afortado@turlock.ca.us

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

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

35. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the

breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

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

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

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

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

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

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

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

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

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

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

46. Mandatory and Permissive. “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

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

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

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

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

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

[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

Stommel, Inc. dba Lehr Auto

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: _____
Steve Williams, Interim Chief of Police

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____
Allison Martin, Interim City Clerk

Exhibit H

County of Placer
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603
Phone (530) 886-2122



Supplier Contract

Contract Number	SCN103068
Contract Reference	97
Contract Start Date	10/01/2020
Contract End Date	09/30/2021
Buyer	Jon D Manning (51231971)
Phone Number	+1 (530) 889.4242 x4242
Email	jdmannin@placer.ca.gov

Page 1 of 1

Supplier:
Stommel Inc dba Lehr Auto 4707 Northgate Blvd Sacramento, CA 95834 United States of America

This Supplier Contract shall be governed by the attached terms and conditions. Please reference the Supplier Contract number above on all invoices and correspondence related to this order.

Summary:
Emergency Response Vehicle Supplies/Equipment and Installation Services Vendor Contact: Steve Adair, Ph. #No. 916-267-5547, Email: steve@lehrauto.com County Contacts: Probation Dept. Contact (Orders and Accounting): Chris Artim, Ph. #530-889-7912, Email: cartim@placer.ca.gov Placer County Sheriff Contact: Matt Burgans, Ph. #530-889-7865 Sheriff Accounting: Lisa Lentz, Ph. #530-889-6919, llentz@placer.ca.gov Placer County Fire: Sarah Poindexter, Ph. #530-889-4037 Placer County Fire Accounting: Glenn Nishimoto, Ph. #530-886-4623, AccountsPayableCEO@placer.ca.gov Renewal of SCN102052

Payment Terms	Total Line Amount	Total Tax Amount	Total Contract Amount
NET 30	275,000.00	0.00	275,000.00

Service Lines					
Line Number	Description	Start Date	End Date	Amount	
1	Emergency response vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's agreement to renew SCN102052 - see attached for pricing, terms, and conditions. This is the first of four optional one-year renewal terms that were approved by the Board of Supervisors on September 24, 2019.	10/01/2020	09/30/2021	275,000.00	

Brett Wood, Purchasing Manager

**COUNTY OF PLACER
PURCHASE ORDER/SUPPLIER CONTRACT
GENERAL TERMS AND CONDITIONS**

The following provisions are made a part of this Purchase Order or Supplier Contract, and Contractor, by acceptance of this order, agrees to these terms and conditions in their entirety and without exception. As used herein, the terms Purchase Order and Supplier Contract, and Contract are interchangeable. As used herein, the term Placer County means Placer County or its officers, agents, employees and volunteers.

- 1. APPLICABLE LAWS AND REGULATIONS.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. To the extent that a provision of the contract is contrary to the laws of the State of California or the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties, unless terminated by consent of both the Contractor and the County.
- 2. ALTERATIONS TO CONTRACT.** All specifications and plans referred to in this order shall form a part of the contract. This order must be filled exactly as specified. No exceptions, alternates or substitutes will be accepted unless authorized by a written change order. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without prior consent of the Purchasing Agent of the County of Placer. No charges will be allowed for packing, wrapping bags, containers, reels, etc. unless otherwise specified.
- 3. ASSIGNMENT.** This contract shall not be assignable by the contractor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
- 4. TIMELY DELIVERY.** Time of delivery is part of the essence of this contract and the order is subject to cancellation for failure to deliver on time.
- 5. INSPECTION AND ACCEPTANCE.** Materials purchased are subject to the acceptance of the County of Placer and if rejected are held subject to the Contractor's risk and expenses incurred for their return. No equipment, supplies or services received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said equipment, supplies or services. All equipment, supplies or services which do not comply with the specifications or requirements of this contract or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The County reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- 6. DOCUMENTATION.** Purchase Order / Supplier Contract must appear on all invoices, packing lists, packages, shipping notices, and any correspondence. An itemized packing list shall be enclosed in each box or package.
- 7. MERCHANTABILITY.** The contractor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
- 8. INVOICES AND PAYMENT.** Invoices are to be mailed to the County department specified on the resulting purchase order, supplier contract or contract. All invoices must include the purchase order number, supplier contract number, or contract number. Failure to comply will result in delayed payments. Submit an original and one (1) copy of the invoice(s) to the invoice address shown on the face of the order. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified on the face of the purchase order or supplier contract. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. **LATE FEES:** In accordance with Section 926.10 of the California Government Code, Placer County will pay interest at the rate of 6% per annum on invoices which are unpaid 61 or more days beyond the "beginning date" as defined above.
- 9. TAXES.** The County of Placer must pay California state and local sales tax, unless purchase order, supplier contract or contract specifically indicates exemptions. The County of Placer is exempt from Federal Excise and Transportation taxes. Exemption certification will be furnished upon request.
- 10. LIENS.** Contractor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens of any nature whatsoever.
- 11. INSURANCE.** The contractor shall maintain insurance adequate to protect him from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the purchase order, Supplier Contract or contract. The contractor may be required to file with the County of Placer certificates of insurance, naming the County, its agents, officials, and employees as additional insured in dollar limits specified by the County. Failure to furnish such evidence, if required, may be considered default of the contractor.

12. INDEMNIFICATION. Unless indemnification requirements are otherwise stated in this contract, the Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this contract or agreement.

13. PATENT INFRINGEMENT. Contractor shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

14. NON-COLLUSION. The contractor certifies that his/her quotation is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a quotation for the same requirement and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

15. CONFLICT OF INTEREST. Contractor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.

16. FORCE MAJEURE. If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this request, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.

17. RIGHTS AND REMEDIES OF COUNTY. If any item furnished by the contractor fails to conform to bid specifications, or to the sample submitted by the contractor with his/her bid, the County may reject it. Upon rejection, the contractor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples. If the contractor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the contractor the difference between the price named in the contract or purchase order and the actual cost to the County. If the contractor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the contractor the difference between the price named in the contract or purchase order and the actual replacement cost to the County. If the contractor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the contractor therein agreed to supply shall be borne and paid for by the contractor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract.

18. NON-APPROPRIATION. In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.

19. TERMINATION OF CONTRACT. In the event of a material breach of the contractual obligations by the Contractor, the County may terminate the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at minimum the contractor must provide the county within 10 working days from notification a written plan detailing how the contractor intends to cure the breach. If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of immediate termination. Supplier Contracts may be terminated by the County without cause upon 30 calendar days' written notice.

20. ENTIRETY OF AGREEMENT. This contract contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this contract, shall be binding or valid.

21. VENDOR FINANCIAL STABILITY. If, during the term of any contract the vendor has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor shall immediately provide the County with a written notice to that effect and that it shall provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County. County reserves the right to cancel the agreement if, in the sole opinion of the County, the vendor is financially unable to meet its obligations under the agreement.

22. COUNTY'S OPTION TO RENEW SUPPLIER CONTRACT: In the event that the awarded supplier offers to supply his service(s) to the County of Placer for the exact same price as indicated in the supplier contract herein for any succeeding year or agreement period, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase at the time prior to the succeeding year's contract renewal, and if the service provided by the supplier was to the satisfaction of the County, the County reserves the right to extend the period of the contract on a year-to-year basis to the awarded supplier.



Procurement Services Division
2964 Richardson Drive • Auburn, CA 95603 • (530) 886-2122

July 20, 2020

Steve Adair
Stommel Inc
4707 Northgate Blvd
Sacramento, CA 95834

Via Email to: steve@lehrauto.com

Re: Contract No. 102052 – Emergency Vehicle Equipment and Supplies

Dear Steve Adair,

Placer County awarded the above agreement to your firm for the period of October 1, 2019 through September 30, 2020 on behalf of the County. The County is exploring the renewal options for this agreement for the period of October 1, 2020 through September 30, 2021.

Please review the attached documents and respond below. Sign and return this letter to me at your earliest convenience. Please return it via email to: jdmannin@placer.ca.gov.

Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

If you have any questions regarding this process, please feel free to call me at 530-889-4242 or contact me via email.

Jon Manning
Jon Manning, CBBP
Buyer II

AS AUTHORIZED REPRESENTATIVE(S) OF THIS FIRM, I/WE:

[checked] Agree to the renewal at the exact same pricing and terms.

[] Agree to the renewal with the request changes shown on the attached. (Please line through the original information without obliterating it.)

Name (type or print): Jim Stommel

Title: President

Signature: [Handwritten Signature]

Date: 7/21/2020



Supplier Contract

County of Placer
 Department of Administrative Services
 Procurement Services Division
 2964 Richardson Drive
 Auburn, CA 95603
 Phone (530) 886-2122



Contract Number	SCN102052
Contract Reference	97
Contract Start Date	10/01/2019
Contract End Date	09/30/2020
Buyer	Javier Terrazas (51231507)
Phone Number	+1 (530) 889.4252 x4252
Email	JTerrazas@placer.ca.gov


Supplier:
Stommel Inc dba Lehr Auto 4707 Northgate Blvd Sacramento, CA 95834 United States of America

This Supplier Contract shall be governed by the attached terms and conditions. Please reference the Supplier Contract number above on all invoices and correspondence related to this order.

Summary:
Emergency Vehicle Supplies and Installation Services Vendor Contact: Steve Adair, Ph. #No. 916-267-5547, Email: steve@lehrauto.com County Contacts: Probation Dept. Contact (Orders and Billing): Chris Artim, Ph. #530-889-7912 Placer County Sheriff Contact: Matt Burgans, Ph. #530-889-7865 Sheriff Billing: Lisa Lentz, Ph. #530-889-6919 Placer County Fire: Sarah Poindexter, Ph. #530-889-4037 Fire Billing: Glenn Nishimoto, Ph. #530-886-4623

Payment Terms	Total Line Amount	Total Tax Amount	Total Contract Amount
NET 30	275,000.00	0.00	275,000.00

Service Lines				
Line Number	Description	Start Date	End Date	Amount
1	Emergency response vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's response to Placer County Bid No. 20000 - see attached for pricing, terms, and conditions.	10/01/2019	09/30/2020	275,000.00
Approved by the Board of Supervisors on September 24, 2019.				


 Brett Wood, Purchasing Manager



MEMORANDUM
COUNTY EXECUTIVE OFFICE
Procurement Services Division
County of Placer

TO: Board of Supervisors DATE: September 24, 2019
FROM: Todd Leopold, County Executive Officer
By: Brett Wood, Purchasing Manager
SUBJECT: Emergency Response Vehicle Equipment and Installation Services – Stommel Inc. dba Lehr Auto Electric

ACTION REQUESTED

Approve the award of competitive Bid No. 20000 to Stommel Inc. dba Lehr Auto Electric of Sacramento, CA for the purchase of emergency response vehicle equipment, components, and installation services on an as-needed basis on behalf of the Sheriff's Office, Placer County Fire Department, and Probation Department in the maximum aggregate amount of \$275,000 for the period of October 1, 2019 through September 30, 2020. Funded by the Sheriff's Office, Placer County Fire Department, and Probation Department FY 2019-20 Proposed Budget and Requested Budget for FY 2020-21.

Approve an option to renew the agreement for four (4) additional one-year terms in the maximum amount of \$275,000 annually, authorize change orders up to a maximum cumulative amount of \$27,500, consistent with Placer County's Procurement Policy, and authorize the Purchasing Manager to sign all required documents subject to departmental concurrence and available funding.

BACKGROUND

The Sheriff's Office, Placer County Fire Department, and the Probation Department require an annual agreement for the purchase of emergency response vehicle equipment, components, and installation services on an as-needed basis to support the departments' fleet maintenance operations. The current agreement expires on September 30, 2019.

On behalf of the Sheriff's Office, Placer County Fire Department and the Probation Department, the Procurement Services Division developed Invitation for Bids No. 20000 to solicit bids for a new agreement for emergency response vehicle equipment and installation service requirements. The bid was distributed via the County's e-Procurement system to fifty-five potential bidders and was posted on the County's website. Six vendors accessed the bid documents online. Bids were received from the following three firms:

Table with 2 columns: Name of Bidder, Location. Rows include Stommel Inc. dba Lehr Auto Electric (Sacramento, CA), Emergency Vehicle Specialists Inc. (Hollister, CA), and Emergency Vehicle Outfitters (Elk Grove, CA).

The bids were evaluated based on compliance with the bid specifications, cost, terms and conditions. None of the bidders are certified to receive local vendor preference credit and one offered a prompt payment discount. The bid submitted by Emergency Vehicle Specialists Inc. was rejected due to failure to meet the bid requirements for maximum turnaround time. Stommel Inc. dba Lehr Auto Electric is the lowest responsive and responsible bidder. The departments have reviewed the evaluation and concur with the award recommendation. No bid protests were received regarding the award recommendation

Therefore, your Board's approval is required to proceed with award of an agreement in the departments' requested amount of \$275,000 for the period October 1, 2019 through September 30, 2020. This award supports the Critical Success Factor of providing comprehensive public safety services.

FISCAL IMPACT

Funding is provided in the FY 2019-20 Proposed Budget and will be included in the FY 2020-21 Requested Budget for the Sheriff's Office, the Placer County Fire Department, and the Probation Department. Funds are not encumbered against the agreement until services are provided. Future renewals will not be executed without appropriate available funding.



Procurement Services Division
2964 Richardson Drive ▪ Auburn, CA 95603
(530) 886-2122

20000 - Emergency Response Vehicle Equipment and Installation Services

Opening Date: July 30, 2019 4:45 PM

Closing Date: August 13, 2019 3:00 PM

To ensure a complete and timely response, it is strongly recommended that you submit your bid response via our Online Bidding System. However, if you have difficulty submitting your bid online or prefer to submit your bid manually (hard-copy) for any reason, print and complete this bid package along with any required bid documents, and mail or deliver in a sealed envelope to:

Placer County Procurement Services Division

2964 Richardson Drive

Auburn, CA 95603

All bids must be submitted on original documents (no fax bids) prior to the Closing Date and Time specified above and as prescribed in this bid's General Terms and Conditions. All bids must be signed by an authorized representative of the firm. **UNSIGNED OR LATE BIDS WILL BE REJECTED.**

Vendors shall complete the area below for hard copy submissions:

COMPANY NAME: _____

Mailing Address: _____

City/State/Zip: _____

Contact Person: _____

Telephone: _____

Email: _____

SIGNATURE: _____

DATE: _____

Title: _____

By signature above, bidder hereby agrees to and accepts the terms, conditions and requirements specified in this bid, including the following bid documents and all related addenda (if any).

Vendor Details

Company Name: Stommel Inc
Does your company conduct business under any other name? If yes, please state: Lehr Auto Electric
Address: 4707 Northgate Blvd
Sacramento, CA 95834-1120
Contact: Steve Adair
Email: steve@lehrauto.com
Phone: 916-267-5547
Fax: 916-646-6656
HST#: 61-1499917

Submission Details

Created On: Thursday August 08, 2019 16:23:20
Submitted On: Tuesday August 13, 2019 11:55:35
Submitted By: Steve Adair
Email: steve@lehrauto.com
Transaction #: bf9e4edd-1317-482f-9d85-05e42711727e
Submitter's IP Address: 207.242.136.194

Schedule of Prices

BID PRICING WORKSHEET - Category 1

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE *	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
1.1	Lightbar with the following options/modifications: Add (2) LR11 Flashing Alley Lights, LED (SRALF1); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) TIR high output LED take downs, flashing or steady (SXTDLED); and Add (2) 500 Series inboard LED, amber/amber (SLDAA).	EA	15	Whelen LFL Liberty SW WeCan Series Super-LED 54" Lightbar	SW2RRBB	\$1,750.0000	\$ 26,250.00	60	Whelen Master Distributor
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	EA	15	Whelen Engineering	STPKT71	\$57.0000	\$ 855.00	60	Whelen Master Distributor
1.3	CenCom Sapphire Siren with amplifier control module with pigtails, traffic advisor module, and microphone with CCMICX20 included (20' microphone cable).	EA	15	Whelen Engineering	CCSRN3	\$595.0000	\$ 8,925.00	60	Whelen Master Distributor
1.4	PB400 Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Selina Manufacturing Bodyguard PB400	BK0534TAH15	\$319.2000	\$ 4,788.00	60	Selina Master Distributor
1.5	Patrol Car Seat, black, with Laguna Seat Belts and Rear Cargo Cage. Patrol car seat shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Laguna 3P Products	CT5502	\$1,084.0000	\$ 16,260.00	60	Laguna distributor
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Selina Manufacturing 8-VS Series	PK0369TAH10SCA	\$599.2500	\$ 8,988.75	60	correct Part Number PK0369TAH15S CA
1.7	Shotgun Gun Lock	EA	15	Santa Cruz	SC-1H	\$77.0400	\$ 1,155.60	12	#2 Key
1.8	Ratchet Lock Gen. 2	EA	15	Santa Cruz	SC-6H	\$125.9500	\$ 1,889.25	12	#2 Key
1.9	Muzzle Up Partition Mount	EA	30	Santa Cruz	SC-915P	\$69.9900	\$ 2,099.70	12	Authorized Distributor
1.10	Siren Speaker	EA	15	Whelen	SA315P	\$179.9900	\$ 2,699.85	24	Authorized Distributor
1.11	Speaker Bracket Kit for Whelen SA315P Speaker	EA	15	Whelen	SAK1	\$26.6500	\$ 399.75	60	Authorized Distributor
1.12	Plug In Headlight Flasher for 2015 to current model year Chevrolet Tahoe Police SUVs	EA	15	SoundOff	ETHTAHO-07	\$65.7200	\$ 985.80	60	Authorized Distributor
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: BLUE	EA	45	Whelen	VTX609B	\$77.3500	\$ 3,480.75	60	Authorized Distributor
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: RED	EA	45	Whelen	VTX609R	\$77.3500	\$ 3,480.75	60	Authorized Distributor
1.15	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: CLEAR	EA	45	Whelen	VTX609J	\$77.3500	\$ 3,480.75	60	Authorized Distributor
1.16	LIN3 Series Super-LED Lighthouse, Horizontal Mounting, Color: BLUE	EA	15	Whelen	RSB02ZCR	\$55.2000	\$ 828.00	60	Authorized Distributor
1.17	LIN3 Series Super-LED Lighthouse, Horizontal Mounting, Color: RED	EA	15	Whelen	RSR02ZCR	\$55.2000	\$ 828.00	60	Authorized Distributor
1.18	Mounting Bracket for LIN3 Series Super-LED Lighthouse (Horizontal Mounting)	EA	30	Whelen	RBKT1	\$8.4000	\$ 252.00	60	Authorized Distributor

1.19	PAR46 LED Flood - Spotlight	EA	25	Whelen Engineering	P46FLC	\$129.9900	\$ 3,249.75	60	Authorized Distributor
1.20	PAR46 LED Spot - Spotlight	EA	25	Whelen Engineering	P46SLC	\$129.9900	\$ 3,249.75	60	Authorized Distributor
1.21	Magnetic Mic Kit	EA	25	Whelen Engineering	MMSU-1	\$34.9500	\$ 873.75	12	Authorized Distributor
1.22	Blac-Rac Weapon Mount	EA	20	Blac-Rac	1082E	\$549.0000	\$ 10,980.00	12	Authorized Distributor
1.23	Chargeguard-Select Auto Shut-Off Timer	EA	15	Havis Inc.	CG-X	\$71.3800	\$ 1,070.70	36	Authorized Distributor
1.24	Littlite 12" Gooseneck Lamp with Rehostat Control, Gooseneck Extends From End of Chassis, Lead Extends From Bottom of Chassis.	EA	15	Federal Signal	LF12ERB	\$57.7500	\$ 866.25	60	Authorized Distributor
1.25	Patrol Vehicle "Placer" Console, consisting of the following components: Arm Rest w/2" Extension - Lehr Auto Electric Model# PARM002 Tall, Arm Rest Pad - Lehr Auto Electric Model# PARP, XTL2500 3" Faceplate - Troy Products Model# FP-MXTL5000, Cencom 4" Faceplate - Troy Products Model# FP-WC10285909, 1" Blank - Troy Products Model# FP-BLNK1, 2" Blank - Troy Products Model# FP-BLNK2, 4" Beverage Holder - Troy Products Model#	EA	12	Lehr Auto Electric	PCC001	\$1,142.0000	\$ 13,704.00	60	Authorized Distributor
1.26	Mount Kit	EA	1	Troy Products	AC-EXP03	\$117.1800	\$ 117.18	60	limited Lifetime
1.27	Speaker	EA	1	Code 3	C3100EN07	\$178.3800	\$ 178.38	24	Authorized Distributor
1.28	12" Littlite Console Light	EA	1	Feederal Signal	LF12TRB	\$57.7500	\$ 57.75	60	Authorized Distributor
1.29	3 Accessory Outlet	EA	2	Able2 Shoe-Me	14.0553	\$21.9500	\$ 43.90	24	Authorized Distributor
1.30	Dual Stacked LED X Light	EA	2	Code 3	LXEX2F-RR	\$378.7800	\$ 757.56	60	Authorized Distributor
1.31	Wig-Wag	EA	1	Sound Off	LAROOBK	\$42.6000	\$ 42.60	60	Authorized Distributor
1.32	Double Beam Halogen Work Lamp 12V	EA	2	Hella	006991663 AS 115	\$41.8200	\$ 83.64	12	Authorized Distributor
1.33	LED Strip Light	EA	1	Whelen	PSC0CDCR	\$91.8000	\$ 91.80	60	Authorized Distributor
1.34	2007-2010 Ford Expedition Base	EA	1	Gamber Johnson	7160-446-	\$113.4000	\$ 113.40	60	Part Number 7160-0046
1.35	Mongoose 9" Locking Slide Arm w/o Standard Attachment	EA	1	Gamber Johnson	7160-0219	\$247.8000	\$ 247.80	60	Part has been discontinued replacement quoted 7160-0220
1.36	Tilt Swivel Attachment	EA	1	Gamber Johnson	DS-CLEVIS	\$56.0000	\$ 56.00	60	Discontinued part - replacement quoted 7110-1008
1.37	Radio Ray Wireless Spot Light	EA	1	GoLight	7900	\$244.1100	\$ 244.11	36	Limited 3yr warranty
1.38	18" Console	EA	1	Troy Products	CC-MC18	\$344.8800	\$ 344.88	60	Authorized Distributor
Subtotal:									\$ 124,020.15

DISCOUNTS - Category 2

ITEM NO.	DESCRIPTION	Indicate the Percent Discount off List Price for the Product Categories Specified Below *	County's Estimated Annual Expenditures	COMMENTS
2.1	Discount off list price for Havis Inc. products not specified above.	30	\$100.0000	K-9 Electronis, camera systems, touch screens and keyboards %5
2.2	Discount off list price for other Troy Products not specified above.	28	\$100.0000	Command boxes 20% off MSRP
2.3	Discount off list price for other SoundOff products not specified above.	40	\$100.0000	Authorized Distributor
2.4	Discount off list price for other Federal Signal products not specified above.	35	\$100.0000	Authorized Distributor
2.5	Discount off list price for other Setina products not specified above.	25	\$100.0000	Lighted Push bumpers,K-9 Electronic and Blac-rac weapons 5% discount
2.6	Discount off list price for other Cole Hersee products not specified above.	52	\$100.0000	Authorized Distributor
2.7	Discount off list price for other Whelen Engineering products not specified above.	40	\$100.0000	Whelen Parts (longnumbers) 30% off
2.8	Discount off list price for other Santa Cruz Gunlocks products not specified above.	33	\$100.0000	Authorized Distributor
2.9	Discount off list price for other Laguna 3P Manufacturing products not specified above.	11	\$100.0000	Authorized Distributor
2.10	Discount off list price for other Able 2 products not specified above.	35	\$100.0000	Authorized Distributor
2.11	Discount off list price for other Hella products not specified above.	15	\$100.0000	Authorized Distributor
2.12	Discount off list price for other Gamber Johnson products not specified above.	30	\$100.0000	Authorized Distributor
2.13	Discount off list price for other Code 3 products not specified above.	38	\$100.0000	Authorized Distributor
2.14	Discount off list price for other Truck Vault products not specified above.	8	\$100.0000	Authorized Distributor
2.15	Discount off list price for other Go Light products not specified above.	21	\$100.0000	Authorized Distributor

LABOR RATE - Category 3

ITEM NO.	DESCRIPTION	UOM	EST. TIME TO INSTALL	UNIT PRICE *	EXT PRICE	COMMENTS
3.1	Shop labor rate per hour for patrol vehicle equipment installation services.	Per Hour	18	\$95.0000	\$ 1,710.00	All Labor billed at \$95 per hour
3.2	Shop labor rate per hour for fire vehicle equipment installation services.	Per Hour	18	\$95.0000	\$ 1,710.00	All Labor billed at \$95 per hour
					Subtotal:	\$ 3,420.00

Payment Terms - refer to Section 19 of the General Terms and Conditions for the County's payment policy

Prompt Pay Discount - %	for Invoices paid within: (insert # of days)	or Net payment within (insert # of days)	Comments
n/a	n/a	30	NET 30

Bid Questions

Delivery Time: Bidders shall indicate their delivery time (after an order is received) for items specified in this bid without installation services in the space provided. Indicate your Delivery Time in Days Delivery time 2-21 days. (In stock items 1-2 days, Items needed to be ordered up to 3 weeks however we stock many of your every day items.)

Turnaround Time: Bidders shall indicate their normal turnaround time for a fully installed emergency vehicle in the space provided. Indicate your Turnaround Time in Days 3-5 business days

Note: If installation service is needed on behalf of Placer County Fire Department, the County intends to deliver and pick up the vehicles at the successful firm's location. As an option, Placer County Fire may require the successful firm to pick up and/or deliver a vehicle. Bidder shall provide rates for pick up and delivery service to be charged one-way, from vendor's shop to Placer County Fire facility only. \$65 per hour based on Map Quest travel time 35 minutes travel time

Travel Rate: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your travel rate \$65 per hour based on Map Quest travel time 35 minutes travel time

Travel Time: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your Travel Time \$65 per hour based on Map Quest travel time 35 minutes travel time

Documents

Upload additional information here - optional, unless otherwise denoted as mandatory (with asterisk):

- [Additional Document](#) - Additional Discounts.xlsx - Tuesday August 13, 2019 11:36:56

**COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES**

SUPPLEMENTAL TERMS AND CONDITIONS

1. DOCUMENTS

Below are the documents associated with this bid.

Attachment A – Supplemental Terms and Conditions
Attachment B – Scope of Work
Attachment C – Insurance Requirements
Attachment D – Lightbar Configuration (Patrol Vehicle)

2. OVERVIEW

Placer County is soliciting bids for the purchase and installation of emergency response vehicle equipment & related supplies for the Placer County sheriff's Office and Placer County Fire Department. Placer County intends to award a supplier contract for the purchase emergency response vehicle equipment and installation services on an as-needed basis. The items, quantities, sample jobs, services, and occurrences listed in this bid represent the County's estimated annual requirements and will be utilized for evaluation purposes only. The County does not guarantee any minimum or maximum quantities that will be purchased or minimum or maximum dollar amounts to be spent throughout the term of the resulting agreement(s). Please note that the County requires **NEW PRODUCT ONLY** – No refurbished, demo, or restored products will be accepted unless specifically authorized by County staff.

3. PRICING

Responding bidders shall indicate their hourly shop rate for the services described herein as well as provide firm, fixed prices and discounts off list prices for the emergency response vehicle equipment and supplies listed in this bid for the initial contract period of approximately one year from the date this bid is awarded. Pricing offered in the bid line items herein shall be for services provided during the successful firm's normal business hours. Overtime will not be required. The bidder's shop labor rate per hour offered herein shall apply to all vehicle and equipment makes, models, and types.

The prices offered by bidders shall be exclusive of sales tax (applicable sales tax shall be added to the County's invoices). The discounts offered by bidders for the brands listed in this solicitation shall be calculated and billed in addition to any invoice terms that are offered.

All rates shall be billed in accordance with the bidders offered pricing. The County will not accept or pay any premiums, administrative surcharge costs, or any other surcharges that are not identified in the bidder's response. Charges imposed by the State of California or Federal Government after the bid has been awarded will be honored.

4. AWARD

4.1. This bid shall be evaluated and awarded by an all-or-none basis. The bid evaluation will consider the total cost to install the Sheriff's Office patrol vehicle equipment into a typical Chevrolet Tahoe 4x2 and 4x4 for items 1.1 through 1.25 and a Ford Expedition for the Placer County Fire Department for items 1.26 through 1.38 for evaluation purposes. This cost will be determined by multiplying the firm's shop labor rate by the total estimated time to install the equipment, as determined by the County. The estimated installation time will be 18 hours of labor for evaluation purposes only. Local Vendor Preference (if applicable), prompt payment discounts, optional pick up/delivery rates, travel time, travel time rate, turnaround time, and adherence to all conditions and requirements of this bid will also be considered. Bidders are not required to bid on all categories to be considered for award however Placer County reserves the right to award the bid based on pricing offered for the most categories.

4.2. An example of a typical Chevrolet Tahoe patrol vehicle installation includes the following equipment (manufacturer or supplier is shown in parenthesis – no substitutions):

- Light Bar System (Whelen/Cencom)
- Headlight Flasher (Soundoff)
- Siren Speaker and Bracket (Whelen)
- Maplight (Little Lite)
- Radio Mounting Console (Lehr)
- Cage (Setina)
- Gun Locks – 2 per vehicle (Santa Cruz)
- Push Bumper (Setina)

All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.

4.3. Other public agencies may elect to "piggyback" on the County's resulting agreement(s). It will be the responsibility of the other agencies to execute separate contracts with the successful bidder(s) at the same bid pricing (refer to this Bid's General Terms and Conditions, Section 22) through the end of the initial contract period. Any subsequent renewal pricing and terms successfully negotiated between Placer County and the successful bidder(s) would be made available to those other agencies.

5. DELIVERY REQUIREMENTS

5.1. Bidder's pricing for equipment and supplies shall be FOB Destination, freight prepaid and assumed by the successful bidder, inside delivery to the following address:

Placer County Sheriff's Office
2929 Richardson Drive, Ste. A
Auburn, CA 95603

Placer County Fire Department
13760 Lincoln Way
Auburn, CA 95603

- 5.2.** The successful bidder shall deliver regular orders within five (5) business days of order placement for the complete order (no partial deliveries will be allowed unless specifically approved by County staff at the time the order is placed). There will also be occasions where the County will need to place an emergency order, which shall be defined as items which are so urgently needed that they must be delivered within forty-eight (48) hours of placing the order or items that are not available from the vendor's normal inventory. In these instances actual freight charges will be allowed with written approval from the County employee placing the order. All freight charges shall be prepaid by the vendor and added to the resulting invoice. Freight collect charges will not be allowed. The vendor shall clearly advise County personnel of such emergency order circumstances for authorization at the time the order is placed with the vendor.
- 5.3.** If the County's orders are not delivered within the delivery times specified herein, the County reserves the right to cancel the order and obtain the products from another source. In the event that the County must make such open market purchases, the County reserves the right to exercise the provisions of Section 17 of this bid's General Terms and Conditions. Continued non-compliance with the stated delivery times may be cause for cancellation of the resulting agreement.

6. PRICE LISTS

Placer County requests that the successful bidder provide price lists upon award of the resulting agreement for each of the manufacturer discounts offered in the successful bidder's completed **Bid Pricing Worksheet**. The County will accept electronic versions of the price lists if hard copies are not available (e.g. CD's, flash drives, etc.). These lists will be used to verify the discount pricing on the resulting invoices. All price lists shall be provided free of charge to the County. The County also prefers that the successful bidder(s) state the manufacturer's list price, the bidder's offered discount off list price, and the net price for each part purchased on the resulting invoices. The successful bidder shall be responsible for notifying the Placer County Sheriff's Office primary contact as well as the Procurement Services Division of any changes or updates to the bidder's/manufacturer's published catalog/list prices that occur during the contract period.

7. INSURANCE REQUIREMENTS

The successful bidder shall be required to furnish a certificate of insurance within ten (10) calendar days following receipt of a Notice of Award demonstrating proof of coverage in the amounts specified in Attachment C, Insurance Requirements.

8. SUBCONTRACTING

The successful bidder shall not subcontract any portion of the work to be performed under the resulting agreement.

9. EQUIVALENT/ALTERNATE OFFERS

Due to the standardization of the County's emergency response vehicle equipment including the County's inventory of repair/replacement parts as well as staff training issues, bids will only be accepted for the brand and model emergency response vehicle equipment and supplies specified in the Bid Worksheet.

10. SERVICE STANDARDS

The successful bidder shall provide all necessary personnel, tools, parts, materials, and equipment to perform the services described herein. The successful bidder shall perform all work in such a manner as to meet all accepted standards for safe practices for emergency response vehicle equipment installation services and to safely maintain stored equipment or other hazards consequential or related to the work. The successful bidder agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements at all times including, but not limited to, O.S.H.A. and CAL. O.S.H.A. Safety Orders. The successful bidder must meet all EPA standards as well as all Federal, State, and Local laws, standards, and regulatory and permitting requirements while performing services on behalf of Placer County.

11. WORKMANSHIP

All services shall be performed in accordance with the highest standards prevailing in the trades. All of the successful bidder's employees shall be especially skilled and appropriately trained and certified for the kind of work for which they are employed. Should the successful bidder's Manager and/or Placer County staff deem anyone employed by the successful bidder incapable of completing the work required, the successful bidder shall immediately dismiss the employee from performing services on behalf of the County. Such removal shall not be considered a basis for employee's claim for compensation or damages against the County, or any of its officers or agents.

**COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES**

SCOPE OF WORK

- 1.0** The successful bidder shall be regularly established in the business of routine emergency vehicle lighting and equipment installation services on a variety of patrol vehicles, light trucks, and fire trucks. Responding firms shall have staff experienced in the installation of law enforcement and fire department radios, "Code 3" emergency equipment, prisoner partitions, mounting consoles, trunk racks, cages and gun locks at a minimum.
- 2.0** The successful bidder shall be qualified and capable of performing equipment installation services on various types of emergency response vehicles and equipment including, but not limited to, law enforcement sedans, sport utility vehicles, trucks, undercover vehicles, trailers, off-highway vehicles, and boats, including Type I and Type II engines.
- 3.0** Time is of the essence in returning County vehicles to service. The successful bidder agrees that work performed under the resulting agreement shall receive top priority over other work in the successful bidder's shop. If the County determines that the workload of the successful bidder is such that timeliness is not possible in a given situation, the County reserves the right to assign the job to another vendor.
- 4.0** In the event that the successful bidder is unable to respond or complete the requested services within the bidder's stated turnaround time, the successful bidder shall notify the County designated contact person immediately prior to commencing work. The County at its sole discretion may elect to utilize the services of another vendor in such instances and will notify the successful bidder if such intention is to be exercised.
- 5.0** The successful bidder agrees that the County has the right to view any work performed on a County vehicle at the successful bidder's facility at any time, whether or not services have been completed. The successful bidder agrees that the County has the right to audit any work performed by the successful bidder.
- 6.0** The successful bidder warrants the goods furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the successful bidder at no cost and to the satisfaction of the County. Equipment installations shall be guaranteed for as long as the County owns/possesses the vehicle.
- 7.0** The successful bidder agrees that the County has the right to make the final determination as to whether services have been satisfactorily completed. The successful bidder shall include County staff on a walk-through of the vehicle to confirm that all equipment is installed and functioning correctly and testing the equipment prior to the County's acceptance of the work as being completed. Should any portion of the work to be done which, due to any cause, is not in accordance with the specifications or is not satisfactorily completed, it will be rejected and the successful bidder shall immediately make a satisfactory arrangement with the County before proceeding with other work. The successful bidder shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the product specifications or scope of

work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The successful bidder shall bear all costs of correcting such rejected work. This provision applies during the contract term and any resulting renewal periods.

- 8.0** The successful bidder shall be held responsible for any breakage or loss of the County's vehicles or equipment while performing service on the County's vehicles. The successful bidder shall be responsible for restoring or replacing any equipment, vehicle, etc. so damaged to the satisfaction of the County and at the sole expense of the successful bidder. The successful bidder shall immediately report to the County any damages to the vehicle or equipment resulting from services performed under the resulting agreement.
- 9.0** The successful bidder, at the County's request, shall provide a field representative to meet with County personnel at least once a month to review the department's inventory levels, discuss the department's emergency lighting and equipment requirements and introduce additional products to address any County needs. The successful bidder shall also have technical staff available to conduct scheduled on-site meetings at the County's request. The successful bidder shall provide inside sales support capable of providing product specification sheets, quotations, order placement and expediting, via fax and telephone at the County's request.

PLACER COUNTY INSURANCE REQUIREMENTS

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

2. **INSURANCE:**

CONTRACTOR shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or

statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Products and completed operations;
- (2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
- (3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

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

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificate Holder –Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on insurance certificates and related documents should read as follows:

County of Placer
c/o EXIGIS LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668
Fax: 888-355-3599
Email: certificates-placer@riskworks.com

Upon initial award of a contract to your firm, Exigis will contact you with further instructions for providing insurance certificates which meet the terms of the contract. Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Exigis via fax or email as indicated above.

*****SOLE PROPRIETER LANGUAGE:**

Workers' Compensation

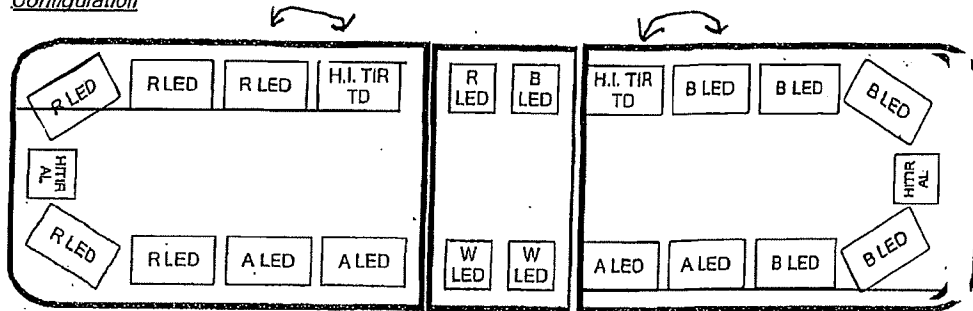
CONTRACTOR represents they have no employees and, therefore, not required to have Workers' Compensation coverage.

CONTRACTOR agrees they have no rights, entitlements or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

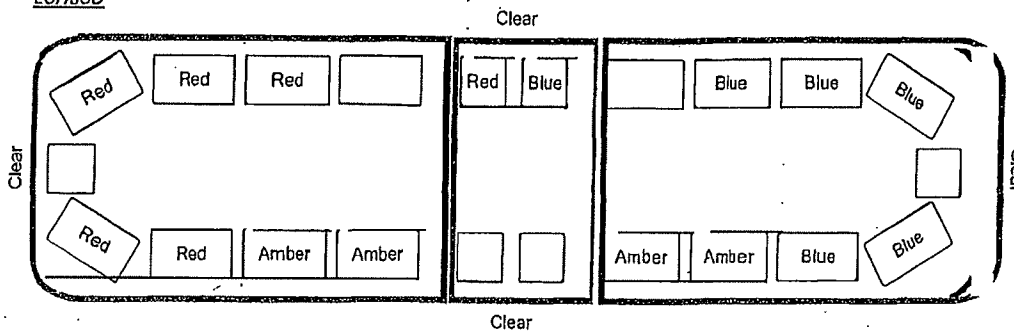
Front lightbar only:
 Swap red with take down and swap blue with take down

Liberty™ II WC Light Bar Order Form/Worksheet

Configuration



Lenses



Line Items

QTY	Model #	Description
.1	IW2BRBR	54" Liberty™ II WC Series
3	IWDLB	Add Solo Series Linear-LED® Flasher, 1 Long Blue
1	ITL12	Add Two Long Super-LED® Takedown Lights
1	IWDSB	Add Solo Series Linear-LED® Flasher, 1 Short Blue
1	IWDSR	Add Solo Series Linear-LED® Flasher, 1 Short Red
3	IWDLR	Add Solo Series Linear-LED® Flasher, 1 Long Red
1	IA3	Add Two Super-LED® Alley Lights
4	IWDLA	Add Solo Series Linear-LED® Flasher, 1 Long Yellow
2	ICFB	Add Color Filter ICFCColor [Blue]
3	ILFB	Add Color Filter ILFCColor [Blue]
1	ISFB	Add Color Filter ISFCColor [Blue]
1	ISFR	Add Color Filter ISFCColor [Red]
3	ILFR	Add Color Filter ILFCColor [Red]
2	ICFR	Add Color Filter ICFCColor [Red]
4	ILFA	Add Color Filter ILFCColor [Yellow]
2	IWDSC	Add Solo Series Linear-LED® Flasher, 1 Short White

The above costs (in US Dollars) is an estimate only. Refer to the current Whelen Automotive Price List for accurate pricing!

Terms & Conditions

INVITATION FOR BIDS

GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Invitation for Bids ("bid") by reference and attachment to the Invitation for Bids document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions.** By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: <https://placer.bidsandtenders.net>. Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**

2. **SUBMISSION OF BIDS.** Bids shall be submitted to the Procurement Services Division either online, by using the Placer County EBid System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Placer County EBid System shall submit their bids to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the EBid System or obtained from Procurement Services. Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.

3. **AMENDMENTS TO THE BID.** Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.

REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Placer County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder. Questions should be submitted using the Question tool on the Bids&Tenders site. Questions submitted within four (4) County working days of the bid opening date may not be answered.

4. **NON-COLLUSION.** The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

5. **CONFLICT OF INTEREST.** Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.

6. **AWARD.** The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis will also include consideration for Local Vendor Preference (per Section 18 below) and any prompt pay discounts offered by the bidder (per Section 19 below). The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.

7. **MERCHANTABILITY.** There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

8. **SAMPLES.** Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.

9. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.

10. **INSURANCE AND INDEMNIFICATION.** The awarded bidder may be required to provide proof of liability, automobile, and/or workers compensation insurance. If required, the minimum coverage requirements will be identified in the bidding documents. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the bid response and/or cancellation of the resulting contract or purchase order.

Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The awarded bidder ("Contractor") hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for

damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.

11. **FORCE MAJEURE.** If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.

12. **TAXES.** Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.

13. **DELIVERY.** All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

14. **FIXED CONTRACT QUANTITIES.** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.

15. **OPEN-END CONTRACT.** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a contract for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

16. **TERMINATION OF CONTRACT.** In the event of a material breach of the contractual obligations by the Contractor, the County may terminate the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at minimum the contractor must provide the county within 10 working days from notification a written plan detailing how the contractor intends to cure the breach. If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of immediate termination. Supplier Contracts may be terminated by the County without cause upon 30 calendar days' written notice.

17. **NON-APPROPRIATION.** In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.

18. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item or service furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid (if any), or if the vendor fails to deliver the items or perform any services required by the contract in the time and manner prescribed, the County may reject the products and/or services provided. Upon rejection, the vendor must promptly reclaim and remove any rejected items without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples, and/or correct the service deficiency. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of the rejected items, or have another firm provide the required service, and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.

19. **LOCAL VENDOR PREFERENCE.** A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file with Placer County Procurement. Preference criteria and affidavit forms are available on our website at: <https://www.placer.ca.gov/1408/Local-Vendor-Preference>

20. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or contract. All invoices must include the purchase order or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. For the purposes of bid evaluation, the County will only consider discount periods of ten (10) days or more. **LATE FEES:** In accordance with Section 926.10 of the California Government Code, Placer County may pay interest at not more than the rate of 6% per annum on invoices which are unpaid 61 or more days beyond the "beginning date" or "day zero" as defined above. In cases where this policy may conflict with other terms provided by the supplier, this provision shall prevail.

21. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.

22. **ASSIGNMENT.** Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

23. **OTHER AGENCIES.** The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.

24. **PROTEST AND APPEAL PROCESS.** Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) County business days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

25. **RECYCLED PRODUCT PREFERENCE.** A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154. In order to be granted this preference bidder shall provide statements and/or documentation as supporting evidence that the product(s) meets the definition.

26. **PATENT INFRINGEMENT.** Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

27. **VENDOR FINANCIAL STABILITY.** If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

-- End of General Terms and Conditions --

07/25/2019

I acknowledge that I have the authority to bind the Company and submit this bid on behalf of the Company. - Steve Adair, Regional Sales Manager
The Applicant declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Applicant foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid. **Yes** **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Jon Manning

From: Steve Adair <steve@lehrauto.com>
Sent: Tuesday, July 21, 2020 1:54 PM
To: Gina Pearson
Cc: Jon Manning
Subject: [EXTERNAL] RE: Placer County Contract Renewal
Attachments: Lehr_20200721_102605.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Gina,
Attached is the requested signature. Let me know if you need any additional information.

Thank you,

Steve Adair
Regional Sales Manager

Lehr
4707 Northgate Boulevard | Sacramento, CA 95834
telephone 916-646-6626 | fax 916-646-6656 | cell 916-267-5547

Delivered as Promised"



Lehr is now a vendor with the National IPA, offering contract pricing to all participating agencies.
Contact Us about becoming a member at no cost to you and take advantage of special pricing today!

From: Gina Pearson <GPearson@placer.ca.gov>
Sent: Monday, July 20, 2020 3:41 PM
To: Steve Adair <steve@lehrauto.com>
Cc: Jon Manning <jdmannin@placer.ca.gov>
Subject: Placer County Contract Renewal

Placer County is considering the renewal of the attached contract. Please review the attached documentation and forward any questions or concerns to Jon Manning via e-mail at jdmannin@placer.ca.gov or call directly at 530-889-4242 . Please reply to this email with the attached signed renewal documentation.

NOTE: The County of Placer is now using a new online eProcurement tool (bids&tenders) that makes it easy for your firm to review, register for, and submit bids anytime and from anywhere. To create your free account, please click here: <https://placer.bidsandtenders.net>

If you have additional questions, please feel free to contact us at 530-886-2122 or email procurement@placer.ca.gov.

Kind Regards,

Gina Pearson

Administrative Technician

County of Placer

Administrative Services | Procurement Division

2964 Richardson Drive, Auburn, CA 95603

(530) 889-4290 Phone | (530) 889-4288 fax | placer.ca.gov



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Additional Emergency Equipment Manufactures Discounts

Manufacture	Discount of List Price
Ace K-9	2%
AEDEC	2%
American Aluminum	25%
Airgain	15%
BackRack	15%
Big Sky	10%
Brooking	20%
CHEETAH	13.33%
Copeland	15%
D&R	10%
ECCO	40%
GORhino	25%
Hint	15%
I-Key	23%
Intermotive	10%
Jotto Desk	12%
Kussmaul	5%
Lind	2%
Lund	5%
MnStar	10%
Newmar	5%
Panorama	5%
Patrol Power	10%
Pico	35%
Pro-Gard	20%
Ram Mounts	15%
Stico	2%
Streamlight	30%
TigerTough	5%
Tomar	23%
Tuffy	20%
Unity	38%
Xantrex	20%
Panasonic Toughbooks	12%
Panasonic ICV	12%
Vigilant ALPR	12%
CradlePoint	5%
Sierra Wirless	5%
Ubiquity	2%
Fixed PODS	10%

City Council Staff Report

July 13, 2021



From: Steven Williams, Interim Chief of Police

Prepared by: Amanda Fortado, Police Business Unit Supervisor

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting donations made to the City of Turlock Police Department from various donors during FY 2020-21 in the amount of \$14,619.63 (monetary donations) and \$13,860.03 (non-monetary donations) utilized in support of the City's Volunteers in Police Service, Explorers, Blue Santa, K9, and Animal Services programs

2. SYNOPSIS:

Accepting FY 2020-21 monetary and non-monetary donations.

3. DISCUSSION OF ISSUE:

Through local interactions in the community, crime prevention and volunteer staff have successfully engaged private businesses, service groups, and other local sponsors by creating a sense of community service and interest in supporting crime prevention awareness, volunteers, and animal services.

Throughout FY 2020-21, staff received monetary donations in the amount of \$14,619.63 and various non-monetary donations valued at \$13,860.03 for the Volunteers in Police Service, Explorers, Blue Santa, K9, and Animal Services programs. Monies and products received through donations are essential in keeping these programs active and assist in offsetting costs to the City of Turlock. The items donated are distributed to the recipient of the applicable programs as determined by the program criteria. Property value of the non-monetary donations is determined based on fair market value and the donors' estimates.

4. BASIS FOR RECOMMENDATION:

A. Pursuant to California Government Code Section 37354, the City Council may accept donations made to the City.

- B. Staff is recommending the monetary and property donations be appropriated for use in support of the City's ongoing crime prevention, community outreach and public safety efforts.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council may choose not to accept these donations.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
DONATIONS MADE TO THE CITY OF }
TURLOCK POLICE DEPARTMENT FROM }
VARIOUS DONORS DURING FY 2020-21 }
IN THE AMOUNT OF \$14,619.63 }
(MONETARY DONATIONS) AND \$13,860.03 }
(NON-MONETARY DONATIONS) }
UTILIZED INSUPPORT OF THE CITY'S }
VOLUNTEERS IN POLICE SERVICE, }
EXPLORERS, BLUE SANTA, K9, AND }
ANIMAL SERVICES PROGRAMS }
_____ }

RESOLUTION NO. 2021-

WHEREAS, staff received donations from various donors in the community during FY 2020-21 (Summarized in Attachment A); and

WHEREAS, pursuant to the California Government Code Section 37354, the City Council may accept these donations made to the City; and

WHEREAS, these donations will be used to support the current and future needs of the [insert programs].

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept donations made to the City of Turlock Police Department from various donors during FY 2020-21 in the amount of \$14,619.63 (monetary donations) and \$13,860.03 (non-monetary donations) utilized in support of the City's Volunteers in Police Service, Explorers, Blue Santa, K9, and Animal Services programs.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of July, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Interim City Clerk,
City of Turlock, County of Stanislaus,
State of California

Attachment

Turlock Police Department Donations					
Blue Santa FY 2020-21					
Quarter 2 (Oct - Dec)					
Amounts Donated				New World Account Number	
Total Cash/Check Value:	\$	11,345.63		266-20-255-351.37200_003 - Blue Santa Donations	
Total Property Value:	\$	12,829.07			
Total combined Value:	\$	24,174.70			
Item Donated	Date	Value Monetary	Value Non-Monetary	Donor Name	Donor Address
Check	10/13/2020	\$ 50.00		Florence Shahbaz	3000 Duquesne Way Turlock, CA 95382-0723
Cash	11/18/2020	\$ 40.00		Anonymous	N/A
Check	11/18/2020	\$ 250.00		Dawn & Gary Mallory	
Wrapping Paper	11/17/2020		\$ 25.00	Lowe's	3303 Entertainment Way Turlock, CA 95380
Tape	11/18/2020		\$ 15.00	Lowe's	3303 Entertainment Way Turlock, CA 95380
Tape	11/20/2020		\$ 25.00	Ace	3051 Geer Rd Turlock, CA 95382
Check	11/23/2020	\$ 100.00		Lucy C Pacheco	
Gifts - Sponsor #1	11/23/2020		\$ 250.00	Yosemite Farm Credit Attn: Stephanie	SCO@yfc.ag
Gifts - Sponsor #2	11/23/2020		\$ 367.47	Melissa Mann & Family	MYC84@yahoo.com
Gifts - Sponsor #3	11/23/2020		\$ 261.00	Regina & Violet Hernandez	reginadhernandez@gmail.com
Gifts - Sponsor #7	11/23/2020		\$ 150.00	Lael Kelly	langleyla@yaho.com
Gifts - Sponsor #8	11/23/2020		\$ 50.00	Gavin & Cierra Allision	cierraallison.work@gmail.com
Gifts - Sponsor #6	11/25/2020		\$ 427.55	Miguel Pacheco & Family	mpacheco@turlock.ca.us
Gifts - Sponsor #9	11/30/2020		\$ 1,148.74	Crivelli Insurance Services Attn: Lori	loric@crivelliins.com
Gifts - Sponsor #10	11/30/2020		\$ 637.21	Old Tyme Pastries Attn: Bee	tcoonce.otp@gmail.com
Gifts - Sponsor #11	11/30/2020		\$ 768.38	Jeanette Sanchez	costa.jeanette.m@gmail.com
Gifts - Sponsor #12	11/30/2020		\$ 50.00	Ayla Dillon	ayladillon1@gmail.com
Gifts - Sponsor #15	11/30/2020		\$ 100.00	Myrna Geovany	myrnageovany@gmail.com
Gifts - Sponsor #19	11/30/2020		\$ 312.00	Bernie Hilberg	berniemcosta@hotmail.com
Check	12/1/2020	\$ 350.00		Turlock City Tow Service Inc	1308 Linwood Ave Turlock, CA 95380
Check	12/1/2020	\$ 200.00		Jasjit K Dhami	1509 Huntmaster Ct Hughson, CA 95326
Check	12/1/2020	\$ 100.00		Dara Lopes	10020 W Hercules Dr Star, ID 83669-6153
Check	12/1/2020	\$ 100.00		Neil Young	1400 N Tully Rd, #54 Turlock, CA 95380
Check	12/1/2020	\$ 500.00		Rotary Club of Turlock	PO Box 1805 Turlock, CA 95381
Check	12/1/2020	\$ 50.00		Lori Johnson	2025 Carrigan St Turlock, CA 95380
Check	12/1/2020	\$ 500.00		Turlock Sunrise Rotary Foundation	415 Mitchell Ave Turlock, CA 95380
10 Safeway Gift Cards	12/1/2020		\$ 250.00	Titos Tacos & Grill	240 S Center St Turlock, CA 95380
Check	11/30/2020	\$ 500.00		Jeffrey Hillberg	2172 Arlinda Ct Turlock, CA 95382
Gifts - Sponsor #13	12/1/2020		\$ 150.00	Jellna Seibert	seibertfam24@gmail.com
Check	12/2/2020	\$ 150.00		Hilmar Cheese Company Inc.	8901 Lander Ave Hilmar, CA 95324

Check	12/2/2020	\$ 250.00		Western Truck Center	33301 9th Ave S., Ste #100 Federal Way, WA 98003
Gift Card	12/2/2020		\$ 100.00	Costco Wholesale	2955 N Tegner Rd Turlock, CA 95380
Toys, crafts & baby outfit	12/3/2020		\$ 50.00	Anonymous	N/A
Toys	12/7/2020		\$ 50.00	Anonymous	N/A
Gifts - Sponsor #21	12/7/2020		\$ 753.66	Christina Langley	landclangle@gmail.com
Gifts - Sponsor #22	12/7/2020		\$ 542.88	Glorybelle Lillie	gbl623@gmail.com
Gifts - Sponsor #23	12/7/2020		\$ 150.00	Kendell Struikma	gibson.kendell@gmail.com
Gifts - Sponsor #24	12/7/2020		\$ 100.00	Katie Silveira	katiecaraline@gmail.com
Check	12/10/2020	\$ 3,000.00		Turlock Associated Police Officers	244 N Broadway Turlock, CA 95380
Check	12/10/2020	\$ 500.00		Janine & Albert Carvalho	3506 Ruble Rd Turlock, CA 95380
Check	12/10/2020	\$ 40.00		David & Dana Da Rosa	7844 Maria Ave Hilmar, CA 95324
Cash	12/10/2020	\$ 40.00		Anonymous	N/A
Sweatshirt		\$ 35.00		Vanessa Bravo	N/A
25 Target Gift Cards	12/11/2020		\$ 625.00	Wetzel's Pretzel's Wildfire Public House Tow 1	N/A
Check	12/14/2020	\$ 506.00		Robert & Brenda Schmidt	PO Box 1607 Turlock, CA 95381
Check	12/14/2020	\$ 100.00		John & Judy Grace	7339 Youngstown Rd Hilmar, CA 95324
Check	12/14/2020	\$ 1,000.00		Pam Franco	3662 Heirloom Ct Turlock, CA 95382
Toys	12/14/2020		\$ 25.00	Pam Franco	3663 Heirloom Ct Turlock, CA 95382
Gifts - Sponsor #4	12/14/2020		\$ 400.00	Shelby Reed	shelbybraun@me.com
Gifts - Sponsor #5, C-D	12/14/2020		\$ 100.00	Mary Sousa	msousa@turlock.ca.us
Gifts - Sponsor #5, A-B	12/14/2020		\$ 100.00	Sara Bickle	sbickle@turlock.ca.us
Gifts - Sponsor #18	12/14/2020		\$ 100.00	Steve Crawford	scrawford@turlock.ca.us
Gifts - Sponsor #20	12/14/2020		\$ 150.00	Sara Madruga	smadruga85@yahoo.com
Gifts - Sponsor #25, C-D	12/14/2020		\$ 100.00	Holly Karim (C-D)	grebdeh@netzero.net
Gifts - Sponsor #26	12/14/2020		\$ 332.50	Joan Dalton	love2shop9@aol.com
Gifts - Sponsor #27	12/14/2020		\$ 100.00	James Silveira	jsilveira@turlock.ca.us
Gifts - Sponsor #28	12/14/2020		\$ 306.00	Elaine & Cliff Emery	Ehemery76@yahoo.com
Gifts - Sponsor #29	12/14/2020		\$ 1,011.93	Erika Grace	egrace@turlock.ca.us
Gifts - Sponsor #30	12/14/2020		\$ 100.00	Lisa Woods	lisawoods1717@gmail.com
Check	12/16/2020	\$ 1,000.00		Grocery Outlet	turlock@groceryoutlet.com
Cash - Donation Jar	12/16/2020	\$ 770.00		Anonymous	N/A
Check	12/16/2020	\$ 750.00		Pallios Land & Re Group, LLC	PO Box 2936 Turlock, CA 95381-2936
Check	12/16/2020	\$ 250.00		Village Corner Properties, LLC	PO Box 2936 Turlock, CA 95381-2936
Toys	12/16/2020		\$ 100.00	Diane Moss	Diane.moss@parker.com
Toys	12/16/2020		\$ 50.00	Dereck Johnson	djohnson@turlock.ca.us
Toys & Bike	12/16/2020		\$ 500.00	Lesschwab, Attn: Ricky	ricky.t.howe@esschwab.com
Gifts - Sponsor #31	12/21/2020		\$ 150.00	Kristy Souza	ksouza71@gmail.com
Gifts - Sponsor #32	12/21/2020		\$ 100.00	Kadeja Banuelos	kadeja.banuelos7@gmail.com
Gifts - Sponsor #33	12/21/2020		\$ 414.00	Barbara Garcia	fivetimedairymom@yahoo.com

City Council Staff Report

July 13, 2021



From: Steven Williams, Interim Chief of Police

Prepared by: Amanda Fortado, Police Business Unit Supervisor

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement between the City of Turlock and Jocelyn E. Roland, PH.D., to provide counseling/psychotherapy services to all sworn officers, dispatchers, and community service officers at no cost to the covered employee and to provide pre-employment psychological evaluations for the Turlock Police Department for the period of July 1, 2021, through June 30, 2022

2. SYNOPSIS:

Approving an Agreement with Jocelyn E. Roland, PH.D., to provide counseling/psychotherapy services to all sworn officers, dispatchers, and community service officers.

3. DISCUSSION OF ISSUE:

Staff recognizes the need to provide law enforcement personnel with qualified counseling and/or psychotherapy services. The services should be available to all sworn officers, dispatchers, and community service officers of the Turlock Police Department at no cost to the covered employee. These services are developed to maintain a healthy and safe environment for our employees.

Routine exposure to high-stress, critical incidents can take a toll on personnel if the stress is not effectively managed. The goal of this agreement is to have services in place to assist personnel when necessary. Dr. Roland is a qualified professional with a background specializing in the management of stress related matters incurred by law enforcement personnel.

Dr. Roland will provide a maximum of six (6) sessions for covered employees. Should the maximum sessions be reached, the Chief of Police would determine the approval of additional hours at the hourly rate. Free counseling will be provided to dependents to a maximum of three (3) sessions following which they may be

referred to another suitable provider. Services authorized beyond the scope of the agreed upon maximum sessions will be billed at a per hour rate. A \$12,000 contract price is paid monthly and any hourly billing is done as needed. Hourly billing is charged at a rate of \$425 per hour. Pre-employment psychological evaluations will be charged at \$475 per evaluation. The use of pre-offer and post offer evaluations are now being utilized. They will be charged at \$225 per evaluation for pre-offer and \$300 per evaluation for post offer. Including the monthly contract price and any other costs incurred, the annual sum of this agreement shall not exceed \$30,000.

4. BASIS FOR RECOMMENDATION:

- A. Approval of this agreement will allow specified staff to utilize counseling and psychotherapy services, when needed, at no cost to the employee to manage the high stress exposure dealt with on a routine basis.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment:

Adequate appropriation exists in FY 2021-22 budget, account number 110-20-200.43155 (Physicals, Shots & Psychological) for the expenses associated with this agreement.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council could deny approval of the agreement, however, this is not recommended because the services provided are a necessary service.

JOCELYN E. ROLAND, PH.D., ABPP
BOARD CERTIFIED IN POLICE AND PUBLIC SAFETY PSYCHOLOGY
PSYCHOLOGIST PSY#13998

2937 VENEMAN AVENUE, SUITE B-125
MODESTO, CA 95356

TELEPHONE: (209) 521-8400
FAX: (888)727-7573

EMAIL: ROLANDOFFICE@ROLANDPHD.COM
WEBSITE: WWW.JOCELYNROLANDPHD.COM

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Between

JOCELYN E. ROLAND, Ph.D., ABPP
PSYCHOLOGIST

and the
CITY OF TURLOCK

THIS AGREEMENT is entered into this 1st day of July, 2021 by and between **JOCELYN E. ROLAND, Ph.D., ABPP, Psychologist**, hereinafter referred to as the "CONTRACTOR", and the **CITY OF TURLOCK**, a municipal corporation of the State of California, hereinafter referred to as the "AGENCY".

NOW THEREFORE, the Agency hereby engages the services of the Contractor, and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

TERM

This agreement shall be for the period of one (1) year, commencing on July 1, 2021, and ending on June 30, 2022, or upon sooner termination as herein provided.

Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

SERVICES

CONTRACTOR agrees to provide counseling/psychotherapy to all sworn officers, dispatchers and community service officers of the AGENCY at no cost to the covered employee for a maximum of six (6) sessions per contract year. Free counseling services will be provided to dependents (spouse or significant other and minor children 18 and under) to a maximum of three (3) sessions following which they may be referred to another suitable provider. In the event that the maximum is reached, any additional cost shall be assumed by the employee. Should there be a request for counseling sessions beyond the maximum by the AGENCY, they can be provided with the Chief's approval at the CONTRACTOR'S hourly rate. This agreement does not cover employees who, for any reason, are not currently or actively working their regularly assigned duties nor does it cover Reserves. It does not cover mental health services outside of the expertise of the CONTRACTOR (i.e., medication prescription, inpatient substance abuse treatment, etc.)

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

CONTRACTOR is available 24-hours a day for SWAT call-outs as a psychology field consultant for consultation and advice regarding hostage/barricade events.

CONTRACTOR is available 24-hours a day for Crisis Debriefing of critical incidents upon the request of the Watch Commander or higher-ranking Command personnel.

CONTRACTOR shall provide consultation to Investigative Services and Administration as requested. Contractor is available to provide training day presentations, schedule permitting.

FEE

AGENCY will pay CONTRACTOR Twelve thousand dollars (\$12,000.00) for the term of this Agreement. CONTRACTOR will bill AGENCY monthly for one-twelfth (1/12th) of the yearly amount commencing July 1, 2021. AGENCY will reimburse CONTRACTOR within 30 days from the billing date. For services requested by the AGENCY beyond the scope of the contract, CONTRACTOR will bill AGENCY \$425.00 per hour.

AGENCY will pay CONTRACTOR \$475.00 for each Pre-employment Psychological Evaluation (PPE).

The pre-offer evaluation fee is \$225.00 per evaluation.

The post offer evaluation fee is \$300.00 per evaluation.

Preemployment Psychological Evaluations (PPE) that are not cancelled within 2 business days of the scheduled appointment will be billed at the regular rate. No-shows for an appointment will be billed at the regular rate.

INSURANCE REQUIREMENTS

CONTRACTOR shall, at her own expense, obtain and maintain in effect at all times during the life of this Agreement, general liability, including professional malpractice, insurance with combined single limits of \$1,000,000. All CONTRACTOR'S policies shall contain an endorsement that written notice shall be given to AGENCY at least thirty (30) days prior to termination, cancellation, or reduction of coverage in the policy or policies.

NO EMPLOYER-EMPLOYEE RELATIONSHIP

No relationship of employer or employee is created by this agreement. It is understood that CONTRACTOR will act hereunder as independent contractors and shall have no claim number under this Agreement or otherwise against the Agency or the City of Turlock for vacation with pay, sick leave, retirement, medical, dental, social security, workers' compensation, disability or unemployment insurance benefits or employee benefits of any kind. The parties agree that Contractor will not be treated as an employee for federal or state tax purposes.

GOVERNING LAW

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

NO REPORTS OR EVALUATIONS

CONTRACTOR agrees that she will not conduct independent evaluations or prepare forensic psychological reports for the sole purpose of advocating a disability retirement or workers' compensation claim to clients covered by this Agreement. CONTRACTOR is free to provide assistance to counseling/therapy clients covered by this Agreement who might incidentally assert a workers' compensation claim or disability retirement, as requested or required through forms submitted to CONTRACTOR by clients, when appropriate, and to provide a copy of treatment records or subpoenaed testimony upon the consent of clients or as required by law.

Executed at Turlock, California on the day and year first written below.

Jocelyn E. Roland, Ph.D., ABPP

CITY

By: _____

City of Turlock, a California
municipal corporation

Print Name: _____

By: _____
Sarah Tamey Eddy, Interim City Manager

Title: _____

Date _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Steve Williams, Interim Chief of Police

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____
Allison Martin, Interim City Clerk

City Council Staff Report

July 13, 2021



From: Allison Van Guilder, Parks, Recreation and Public Facilities Director

Prepared by: Juan Vargas, Staff Services Analyst

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution Appropriating in Fiscal Year 2020-21 \$670 to 270-61-635-418.44001_000 "Supplies General" funded from donations of \$550 appropriated to 270-61-635-418.35720 "Revenue" and an appropriation of \$120 to 110-10-112.48001_336 "Transfer Out Holiday Lights Tour" from Fund 110 "General Fund" Unassigned Reserves and received in 270-61-635-418.38001_336 "Transfers In Holiday Light Tour"

2. SYNOPSIS:

Appropriating in Fiscal Year 2020-21 revenue and expenses for the Holiday Lights Tour to Fund 270-61-635 "Recreation Grants-Holiday Lights Tour" funded by donations and a transfer of \$120 from Fund 110 "General Fund" unassigned reserves.

3. DISCUSSION OF ISSUE:

During the 2020 Holiday Season, Mayor Bublak and Councilmember Larson initiated the program idea for the Holiday Lights Tour, in an effort to create and spread more positivity in our community during the holiday season. Members of the community were able to register their residence, neighborhood and/or business for the holiday lights decorating competition. The rest of the community was then able to take a self-guided tour through Turlock from the list of participants and take in the holiday decorations. Several donations were received for the operation of the Holiday Lights Tour. Expenses exceeded the donations received by \$119.23. An appropriation is needed from the General Fund unassigned reserves to fund this program.

4. BASIS FOR RECOMMENDATION:

A. Budget the funding and activity for the Holiday Lights Tour in Fiscal Year 2020-21.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Appropriating in Fiscal Year 2020-21 \$670 to 270-61-635-418.44001_000 "Supplies General" funded from donations of \$550 appropriated to 270-61-635-418.35720 "Revenue" and an appropriation of \$120 to 110-10-112.48001_336 "Transfers Out Holiday Lights Tour" from Fund 110 "General Fund" unassigned reserves and received in 270-61-635-418.38001_336 "Transfers In Holiday Lights Tour".

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Deny the appropriations for this event. Staff does not recommend this as the appropriations are needed to record the activity for this event in Fiscal Year 2020-21.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING IN	}	RESOLUTION NO. 2021-
FISCAL YEAR 2020-21 \$670 TO	}	
270-61-635-418.44001_000 "SUPPLIES	}	
GENERAL" FUNDED FROM DONATIONS OF	}	
\$550 APPROPRIATED TO 270-61-635-418.35720	}	
"REVENUE" AND AN APPROPRIATION OF \$120	}	
TO 110-10-112.48001_336 "TRANSFER OUT	}	
HOLIDAY LIGHTS TOUR" FROM FUND 110	}	
"GENERAL FUND" UNASSIGNED RESERVES	}	
AND RECEIVED IN 270-61-635-418.38001_336	}	
"TRANSFERS IN HOLIDAY LIGHT TOUR"	}	
<hr style="border: 1px solid black;"/>	}	

WHEREAS, during the 2020 Holiday Season, Mayor Bublak and Councilmember Larson initiated the program idea for the Holiday Lights Tour, in an effort to create and spread more positivity in our community during the holiday season; and

WHEREAS, members of the community were able to register their residence, neighborhood and/or business for the holiday lights decorating competition while the rest of the community was then able to take a self-guided tour through Turlock from the list of participants and take in the holiday decorations; and

WHEREAS, although several donations were received for the operation of the Holiday Lights Tour, expenses exceeded the donations received by \$119.23; and

WHEREAS, an appropriation is needed from the General Fund unassigned reserves to fund this program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate in Fiscal Year 2020-21 \$670 to 270-61-635-418.44001_000 "Supplies General" funded from donations of \$550 appropriated to 270-61-635-418.35720 "Revenue" and an appropriation of \$120 to 110-10-112.48001_336 "Transfer Out Holiday Lights Tour" from Fund 110 "General Fund" Unassigned Reserves and received in 270-61-635-418.38001_336 "Transfers In Holiday Light Tour".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of July, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Interim City Clerk,
City of Turlock, County of Stanislaus,
State of California



City Council Staff Report

July 13, 2021

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

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

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Declaring the Intention to Order Annexation No. 30 for the properties located at 1150 Angelus Street (Stanislaus County Assessor's Parcel 050-005-059), 1143 & 1145 Park Street (Stanislaus County Assessor's Parcel 061-002-059), and 2230 North Berkeley Avenue (Stanislaus County Assessor's Parcel 073-014-050) to Existing Community Facilities District No. 2 (Services Mitigation)

2. SYNOPSIS:

This action declares the City's intention to annex the properties located at 1150 Angelus Street (Stanislaus County Assessor's Parcel 050-005-059), 1143 & 1145 Park Street (Stanislaus County Assessor's Parcel 061-002-059), and 2230 North Berkeley Avenue (Stanislaus County Assessor's Parcel 073-014-050) into the existing Community Facilities District Number 2 (CFD #2).

3. DISCUSSION OF ISSUE:

The October 2004 Fiscal Impact Analysis of new residential development on General Fund supported services (police, fire, park maintenance, planning, etc.) concluded that General Fund revenues are inadequate to support both existing as well as General Plan levels of services. In response, the City Council adopted a policy (Resolution No. 2004-189) to require all new residential development not otherwise entitled by existing zoning to be included in a Community Facilities or Mello-Roos District as a condition of development. At its meeting of October 26, 2004, the City Council formed Turlock Community Facilities District No. 2 (CFD #2), to generate additional General Fund revenues from an additional tax imposed on new homes.

The existing CFD #2 was phased in over ten (10) years. The current (FY 2021/2022) rate for multi-family dwellings subject to CFD #2 is \$550 per year and will increase 2% annually. A higher rate (\$702) is charged on single-family dwelling units. In 2013, the

City Council authorized staff to hire Economic Planning Systems, Inc. to evaluate the adequacy of the tax under current economic and financial conditions. The evaluation found that the current CFD #2 tax rate is adequate to mitigate the public service impacts of new residential development. In conjunction with this evaluation the City Council adopted an ordinance establishing the policies and procedures for annexation into CFD #2. The ordinance established that any residential project that could result in the development of one or more residential dwellings in the City limit requiring approval of a parcel map, subdivision map, general plan amendment, rezone, planned development, area-wide plan, annexation, or discretionary permit pursuant to TMC Title 11 (Subdivisions), Chapter 9-5 TMC (Administration), or TMC 9-2-113 (Planned developments), shall be subject to mitigating the increased demand on public services, including, but not limited to, police, fire and park maintenance by annexing into CFD #2.

Annexation No. 30 will annex three separate properties into CFD #2. The property located at 1143 Park Street was issued Minor Discretionary Permit 2020-18, on September 23, 2020, to allow for the construction of eight additional dwellings on the property currently developed with a single-family residence and a three-unit multi-family residential building. Once completed, a total of 12-residential units, owned and operated by the Stanislaus Regional Housing Authority, will be constructed on the 0.89-acre parcel. Annexation into CFD #2 was required as a condition of approval of the project.

The property located at 1150 Angelus Street was conditioned to annex into CFD#2 as part of conditions of approval placed on the parcel map submitted to split the 0.84-acre parcel into 4-parcels to facilitate the development of each parcel with a duplex. The duplexes will be required to go through design review with the Planning Division to ensure compliance with the Turlock Municipal Code prior to the construction of the residential units.

The property owner of 2230 North Berkeley Avenue has requested annexation into CFD #2 in anticipation of submitting a parcel map to the Engineering Division to subdivide the 0.91-acre parcel into 2-parcels to allow for the future construction of two single-family residences.

Although these three properties and projects are unrelated the requests to annex into CFD #2 were received at the same time and have been combined into one annexation action. All three properties must annex to CFD No. 2 prior to the issuance of a Certificate of Occupancy and/or the final parcel map approvals in accordance with the Turlock Municipal Code. The Annexation Boundary Maps for each parcel are included in the Resolution as Attachment 1). These properties will be the 30th annexation to CFD #2.

In general, the annexation process is very much like the process to form CFD #2 – completion of the initial Resolution of Intention (ROI), public hearing notice, and public hearing and property owner election not less than 30 days after the Council's adoption

of the ROI. Because there are less than 12 registered voters, the election can be held immediately following the public hearing. A certification that there are 12 or fewer voters in the proposed annexation area has been filed with the City Clerk as required by law. The identified services funded by CFD #2, (police, fire, park maintenance, etc.) remain the same as identified in the initial formation of CFD #2.

4. BASIS FOR RECOMMENDATION:

- A. The City Council adoption of the Resolution of Intent is needed to begin the annexation of the subject properties into Community Facilities District Number 2 (CFD #2).

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The approval and application of CFD #2 will increase revenues to fund General Fund supported services as the city's population increases from the development of new homes.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

The recommended action does not constitute a project pursuant to the California Environmental Quality Act (CEQA) Section 15378. The proposed action would not make any changes in current policy or regulations.

8. ALTERNATIVES:

- A. The Council may choose to not adopt the Resolution of Intention to order the annexation of the subject parcels into CFD #2. Staff does not recommend this alternative as this would provide no additional General Fund revenues to mitigate the additional service needs generated by the development of these additional homes.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF DECLARING THE }
INTENTION TO ORDER ANNEXATION }
NO. 30 FOR THE PROPERTIES }
LOCATED AT 1150 ANGELUS STREET }
(STANISLAUS COUNTY APN: }
050-005-059), 1143 & 1145 PARK }
STREET (STANISLAUS COUNTY APN: }
061-002-059) AND 2230 NORTH }
BERKELEY AVENUE (STANISLAUS }
COUNTY APN 073-014-050) TO }
EXISTING COMMUNITY FACILITIES }
DISTRICT NO. 2(SERVICES }
MITIGATION) }**

RESOLUTION NO. 2021-

WHEREAS, this City Council (this “Council”) proposes to annex certain real properties more accurately known as 1150 Angelus Street, Stanislaus County APN 050-005-059, 1143 & 1145 Park Street, Stanislaus County APN 061-002-059, and 2230 North Berkeley Avenue, Stanislaus County APN 073-014-050 (the “Subject Properties”) to the existing community facilities district known as “City of Turlock Community Facilities District No. 2 (Services Mitigation)” (“CFD No. 2”) as authorized by Article 3.5 of the Mello-Roos Community Facilities Act of 1982 (the “Act”); and

WHEREAS, the boundaries of CFD No. 2 are set forth on the boundary map for CFD No. 2, recorded on November 10, 2004, in Volume 3 of Maps of Assessment and Community Facilities Districts, page 3, official records of the Stanislaus County Recorder; and

WHEREAS, the boundaries of the Subject Properties are shown on the maps titled “Proposed Boundaries, Annexation No. 30, Community Facilities District No. 2” (Attachment 1), which is on file with the City Clerk (the “Clerk”); and

WHEREAS, Sections 53339.2 and 53339.3 of the Act provides that legal proceedings for the annexation of property to a community facilities district pursuant to the Act shall be instituted by the adoption of a resolution of this Council declaring its intention as provided hereafter in this resolution.

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

1. This Council hereby finds and determines that public convenience and necessity require that the Subject Properties be annexed to the existing territory of CFD No. 2.

2. The types of services proposed to be provided within the Subject Properties are the same as for the existing area of CFD No. 2.

3. The plan for providing authorized services within the existing area and the Subject Properties shall be the plan presently in existence, as the same may be revised from time to time by the City of Turlock (the "City") or any agency of the City through which the City provides the authorized services.

4. Except where funds are otherwise available, a special tax will be annually levied on the Subject Properties. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property included in the Subject Properties, and this lien shall continue in force and effect in perpetuity or until the levy and collection of the special tax obligation by the City ceases. The rate and method of apportionment of the special tax shall be as previously established for CFD No. 2.

5. On the basis of the written consent and waiver forms submitted to and on file with the Clerk by the Owners, as the landowners of 100% of the Subject Properties, this Council hereby sets this same date, as soon as the matter may be heard following adoption of this resolution, in the Council Chambers located at City Hall, 156 South Broadway, Turlock, California, as the time and place for the public hearing on the proposed annexation. At the hearing, testimony of all interested persons and taxpayers for or against the proposed annexation will be heard and protests will be considered from both registered voters, if any, residing within CFD No. 2 and persons owning real property within CFD No. 2. As provided by the Act, written protests by a majority of the registered voters, if any, but including a minimum of six registered voters, or by the owners of a majority in area of the land within either the existing CFD No. 2 or the proposed annexation area will constitute a "majority protest" and will require the suspension of proceedings for at least one year. Written protests must be filed with the Clerk at or before the time fixed for the hearing.

6. It is anticipated that the special tax will be billed as a separate line item on the regular property tax bill of the County of Stanislaus. However, this Council reserves the right, under Section 53340, to utilize any method of collecting the special tax which it shall, from time to time, determine to be in the best interests of the City, including, but not limited to, direct billing by the City to the property owners and supplemental billing.

7. On the basis of the information set forth in that certain certificate entitled "Certificate re Registered Voters and Landowners," on file with the Clerk, in the event that an election is held in these proceedings, it is the intention of this Council that the elector will be the Owner, as the sole landowner within the area of the Subject Properties in accordance with Section 53339.7 of the Act.

8. This Council hereby authorizes and directs the publication by the Clerk of

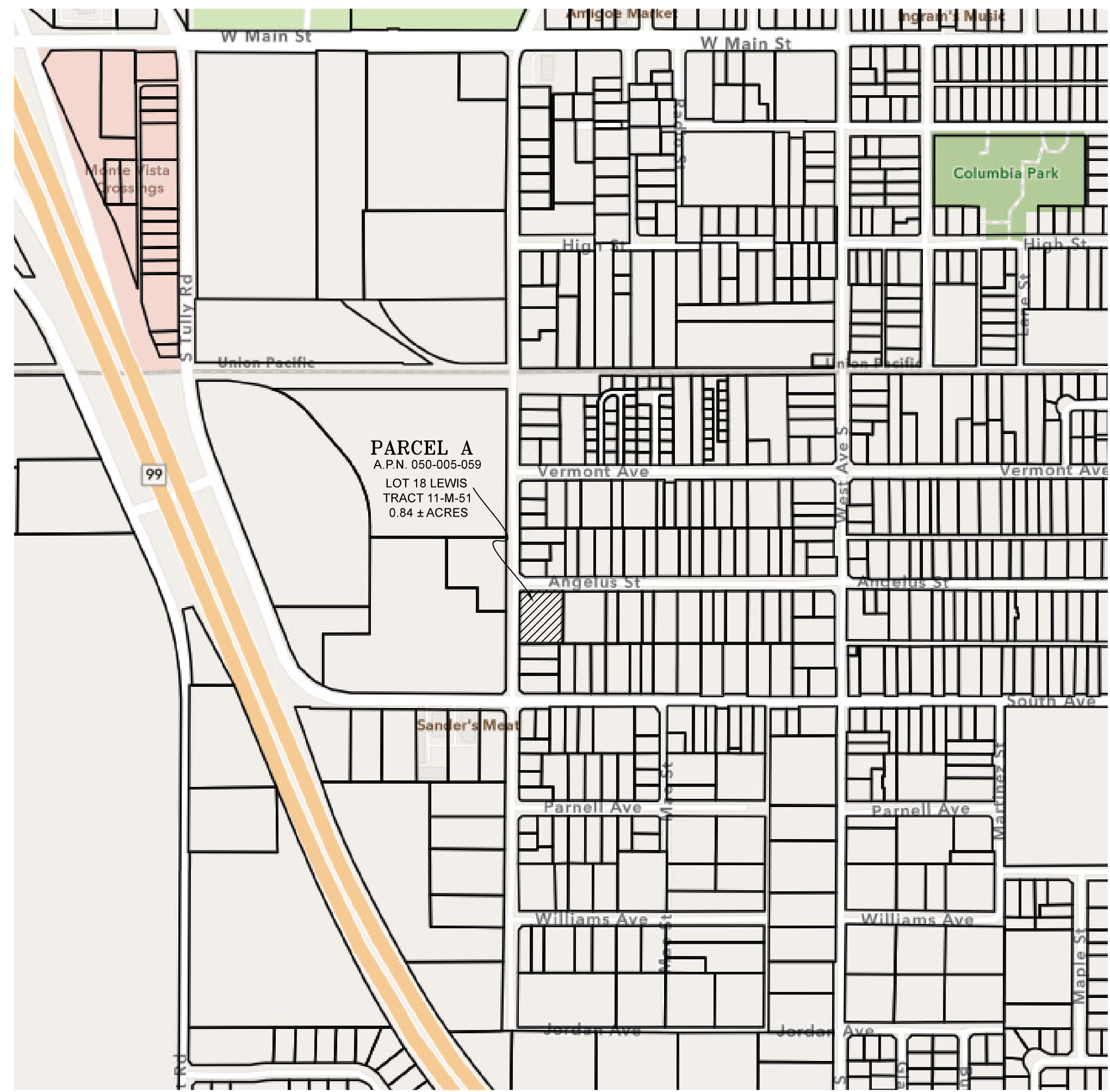
a notice of hearing, containing the matters specified by Section 53322 of the Act, one time in a newspaper in general circulation in the area of CFD No. 2, said publication to be completed no later than seven days prior to the date of the public hearing.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of July, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Interim City Clerk
City of Turlock, County of Stanislaus,
State of California



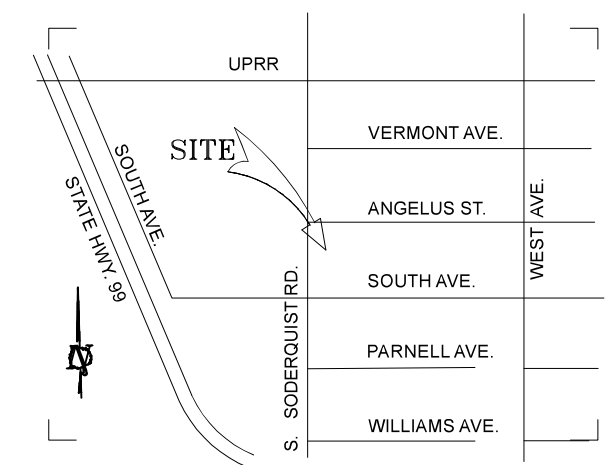
PARCEL A
 A.P.N. 050-005-059
 LOT 18 LEWIS
 TRACT 11-M-51
 0.84 ± ACRES

PROPOSED BOUNDARIES OF
 CITY OF TURLOCK
**COMMUNITY FACILITIES
 DISTRICT NO. 2**
 ALL OF LOT 18 OF THE LEWIS TRACT, AS SHOWN ON THAT CERTAIN
 MAP FILED FOR RECORD, OCT. 20, 1938 IN VOLUME 11 OF MAPS,
 PAGE 51, STANISLAUS COUNTY RECORDS, SITUATE IN A PORTION OF
 THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE
 10 EAST, MOUNT DIABLO MERIDIAN

ANNEXATION 30
 COUNTY OF STANISLAUS, STATE OF CALIFORNIA
 MAY 03, SCALE 1" = 275'



SCALE: 1" = 275'



VICINITY MAP
 (NOT TO SCALE)

CITY CLERK'S STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF TURLOCK THIS
 _____ DAY OF _____, 2021.

BY: _____ ON: _____
 JENNIFER LAND
 CITY CLERK, CITY OF TURLOCK

I HEREBY CERTIFY THAT THE WITHIN MAP ALLOWING PROPOSED
 BOUNDARIES OF THE CITY OF TURLOCK, COMMUNITY FACILITIES DISTRICT
 NO. 2, CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA,
 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF TURLOCK, AT A
 MEETING HELD ON THE _____ DAY OF _____, 2021, BY ITS
 RESOLUTION NO. _____

BY: _____ ON: _____
 JENNIFER LAND
 CITY CLERK, CITY OF TURLOCK

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT THE HOUR OF
 _____ O'CLOCK _____ M, IN BOOK _____ OF MAPS OF ASSESSMENT AND
 COMMUNITY FACILITIES DISTRICTS, AT PAGE _____ IN THE OFFICE OF THE
 COUNTY RECORDER IN THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA .

 DONNA LINDER
 COUNTY RECORDER

BY: _____
 ASSISANT/DEPUTY
 RECORDER

PRINT NAME

PROPOSED BOUNDARIES
OF CITY OF TURLOCK
**COMMUNITY FACILITIES
DISTRICT NO. 2**

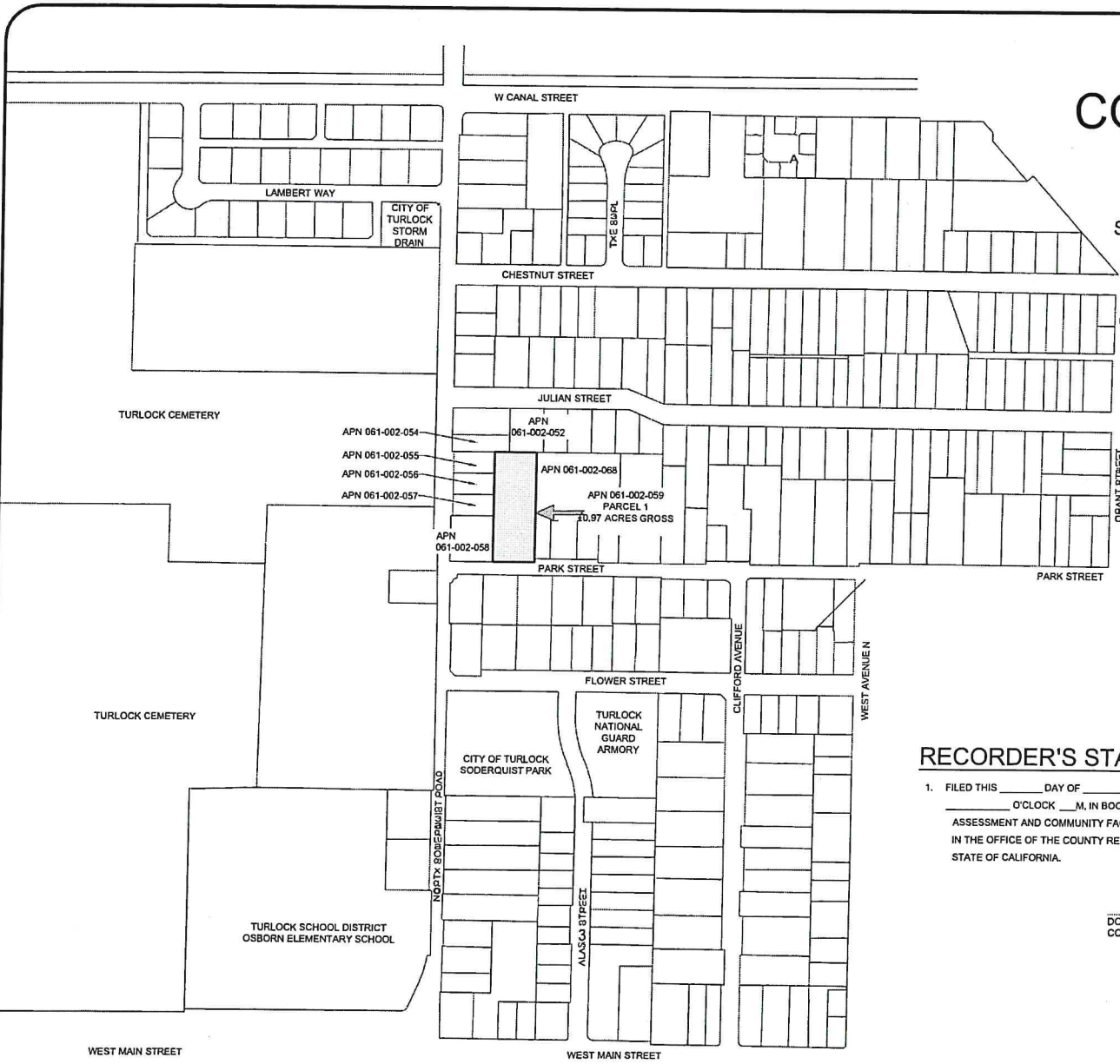
BEING A PORTION OF THE SOUTHWEST 1/4 OF
SECTION 15, TOWNSHIP 5 SOUTH, RANGE 10 EAST,
MOUNT DIABLO BASE AND MERIDIAN.

ANNEXATION 30
COUNTY OF STANISLAUS, STATE OF CALIFORNIA.
JUNE, 2021
SCALE 1" = 200'

CITY CLERKS CERTIFICATE

1. FILED IN THE OFFICE OF THE CITY OF TURLOCK THIS
_____ DAY OF _____, 2021

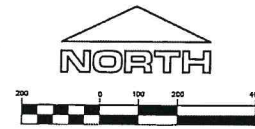
2. I HEREBY CERTIFY THAT THE WITHIN MAP ALLOWING PROPOSED BOUNDARIES OF
THE CITY OF TURLOCK, COMMUNITY FACILITIES DISTRICT NO. 2, CITY OF
TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, WAS APPROVED BY
THE CITY COUNCIL OF THE CITY OF TURLOCK, AT A MEETING THEREOF, HELD
ON THE _____ DAY OF _____, 2021 BY ITS RESOLUTION
NO. _____



RECORDER'S STATEMENT

1. FILED THIS _____ DAY OF _____, 2021 AT THE HOUR OF _____
O'CLOCK _____ M. IN BOOK _____ OF MAPS OF
ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____
IN THE OFFICE OF THE COUNTY RECORDER IN COUNTY OF STANISLAUS,
STATE OF CALIFORNIA.

DONNA LINDER, COUNTY CLERK-RECORDER
COUNTY OF STANISLAUS



(IN FEET)
1 inch = 200 ft.



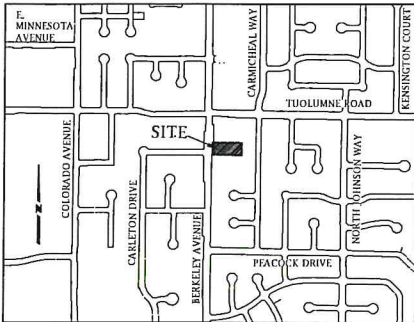
VICINITY MAP

SW 1/4 SEC. 15, T. 5 S., R. 10 E., M.D.M.
N.T.S.

JOB NO.: 19-08.23	DRAWN BY: TAH	DRAWING NAME: ROS	DATE: 06/09/2021
----------------------	------------------	----------------------	---------------------



105 SOUTH STEWART STREET, SONORA, CA, 95370
T: 209.532.5173 F: 209.532.5220



Vicinity Map
Not to Scale

CITY CLERKS CERTIFICATE

1. Filed in the office of the City Clerk of the City of Turlock this _____ day of _____, 2021.

_____, City Clerk

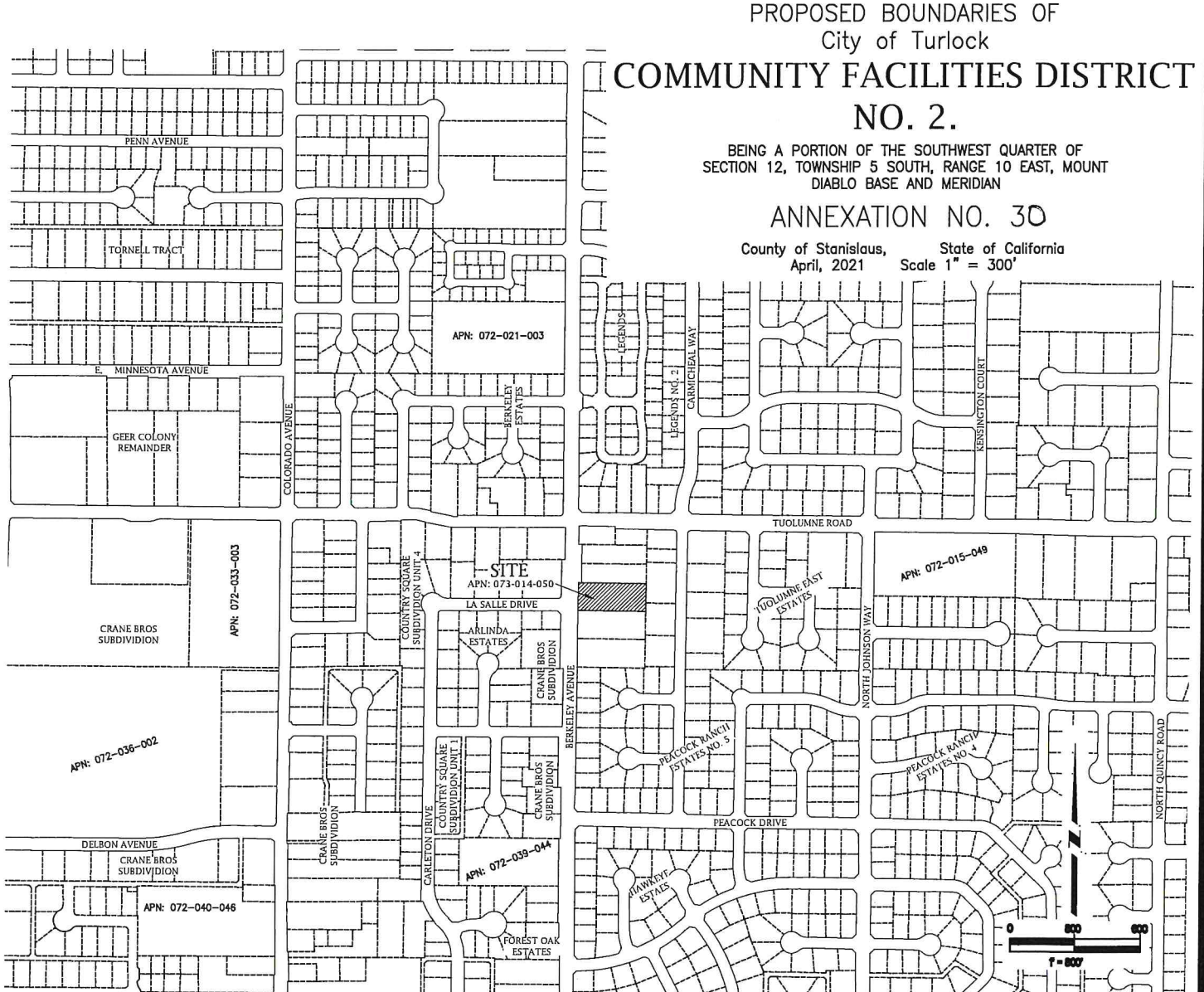
2. I hereby certify that the within map allowing proposed boundaries of City of Turlock, Community Facilities District No. 2 City of Turlock, County of Stanislaus, State of California, was approved by the City Council of the City of Turlock, at a meeting held on the _____ day of _____, 2021, by its Resolution No. _____

_____, City Clerk
City of Turlock

COUNTY RECORDER'S CERTIFICATE

I, Filed this _____ day of _____, 2021, at the hour of _____ o'clock _____ m. In Book _____ of Maps of Assessment and Community Facilities Districts at Page _____ in the office of the County Recorder in the County of Stanislaus, State of California.

DONNA LINDER, COUNTY CLERK-RECORDER
County of Stanislaus



PROPOSED BOUNDARIES OF
City of Turlock
**COMMUNITY FACILITIES DISTRICT
NO. 2.**

BEING A PORTION OF THE SOUTHWEST QUARTER OF
SECTION 12, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT
DIABLO BASE AND MERIDIAN

ANNEXATION NO. 30

County of Stanislaus, State of California
April, 2021 Scale 1" = 300'

City Council Staff Report

July 13, 2021



From: Sarah Eddy, Interim City Manager

Prepared by: Sarah Eddy, Interim City Manager

Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approval of a Resolution to Employ a CalPERS Annuitant (Interim Finance Director) pursuant to CalPERS Requirements

2. SYNOPSIS:

The Finance Director position is vacant and the City of Turlock ("City") has initiated a recruitment for the vacancy. The City desires to hire CalPERS annuitant Julie Burke as the Interim Finance Director while the recruitment is ongoing, and in accordance with CalPERS rules and procedures.

3. DISCUSSION OF ISSUE:

Julie Burke retired from City employment and is a CalPERS annuitant. CalPERS statutes, regulations, and guidance set forth a variety of rules and procedures applicable to the employment of a CalPERS retired annuitant into an interim vacancy including the following:

- The compensation paid to a CalPERS annuitant must be within the existing salary schedule for the position at issue;
- The annuitant may only be appointed once to the interim position and shall not exceed 960 hours of service per fiscal year;
- The annuitant may not receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate;
- The duration of employment must terminate upon the hiring of a candidate to the Finance Director position.

4. BASIS FOR RECOMMENDATION:

CalPERS recommends the adoption of a resolution related to the appointment of a CalPERS annuitant to a vacant position.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: In accordance with CalPERS rules, and based on placement of Ms. Burke on Step 4 of the existing Finance Director salary schedule, Ms. Burke will receive an hourly rate of pay calculated as follows: $\$12,901/173.333 = \74.42 per hour. CalPERS rules restrict the maximum number of hours to 960 per fiscal year.

6. INTERIM CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council may choose to not proceed further with the employment of Julie Burke as Interim Finance Director.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**ADOPTING A RESOLUTION TO EMPLOY
A CALPERS ANNUITANT (INTERIM FINANCE
DIRECTOR) PURSUANT TO CALPERS
REQUIREMENTS**

RESOLUTION NO. 2021-

WHEREAS, Julie Burke (“Ms. Burke”) has previously received a service retirement under the CalPERS retirement system; and

WHEREAS, Ms. Burke reached normal retirement age prior to receiving her CalPERS service retirement, and had a separation from City-service of more than 180 days following the date of retirement; and

WHEREAS, the position of Interim Finance Director is available because the Finance Director position is currently vacant; and

WHEREAS, the City has initiated a recruitment for the vacant Finance Director position; and

WHEREAS, performance of the Finance Director position requires specialized skills which Ms. Burke possesses as demonstrated by her prior service as Senior Accountant with the City of Turlock before her retirement; and,

WHEREAS, the City intends to employ Ms. Burke as a retired annuitant in accordance with CalPERS rules and procedures.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock hereby finds, determines, and resolves as follows:

1. Ms. Burke is appointed to serve as Interim Finance Director based on the specialized skills she possesses and which are needed in performing the duties of the position, effective on July 13, 2021.
2. In accordance with CalPERS rules, Ms. Burke shall be placed on Step 4 of the existing Finance Director salary schedule, with an hourly rate of pay calculated as follows: $\$12,901/173.333 = \74.42 per hour.
3. Ms. Burke may only be appointed once to the Interim Finance Director position, and shall not exceed 960 hours of service per fiscal year.
4. Ms. Burke shall not receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.

5. Ms. Burke's service as Interim Finance Director shall be terminated upon the hiring of a candidate to the Finance Director position.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of July, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Interim City Clerk,
City of Turlock, County of
Stanislaus, State of California

City Council Staff Report

July 13, 2021



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

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

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Confirming the Annexation of 3700 Colorado Avenue (APN 072-006-007) VTSM No. 2005-17, Legends North No. 3, Development Project No. 7045, into the Summerfield Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area, Project No. 6908

2. SYNOPSIS:

This action confirms the annexation of property into an existing landscaping and lighting benefit assessment district and street maintenance benefit assessment area.

3. DISCUSSION OF ISSUE:

On December 1, 2005, Vesting Tentative Subdivision Map (VTSM) 2005-17 was approved by the Planning Commission under Resolution No. 2005-67 for the development of 3700 Colorado Avenue into a sixty-five (65) parcel residential subdivision. Conditions No. 27 and No. 28 of the Resolution requires the developer to agree to the formation of a landscape and lighting benefit assessment district and street maintenance benefit assessment area (District) for the maintenance of the parcel street frontages and common Northeast Turlock Master Plan (NETMP) improvements. The parcel is adjacent to the boundary of the Summerfield Landscaping and Lighting Assessment Benefit District and Street Maintenance Benefit Assessment Area and can be annexed into the existing District in lieu of forming a new one. Therefore, the annexation of the parcel known as 3700 Colorado Avenue (APN 072-006-007) VTSM No. 2005-17, into the Summerfield Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area would satisfy conditions No. 27 and No. 28 of Resolution No. 2005-67.

The purpose of landscape and lighting benefit assessment districts and street maintenance benefit assessment areas is to ensure that new development pays for maintenance and operation of the streetlights, landscape maintenance, street sweeping, and future slurry seals within and around the development. By annexing into an existing District or forming a new District, the maintenance of improvements associated with the development will place no additional impacts on existing City funds that maintain streets, lighting, and landscaping.

The annexation of 3700 Colorado Avenue (APN 072-006-007) VTSM No. 2005-17 into the Summerfield Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area is a procedural matter which requires the City Council to conduct a public hearing and upon its conclusion, by resolution, order the annexation of the development into Summerfield Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area. The owner of the development has provided written consent which allows the annexation to proceed in this manner. This action will be filed with the Stanislaus County Auditor in Fiscal Year 2022-23.

4. BASIS FOR RECOMMENDATION:

A) Funds collected from this development will pay for its impacts on City street lighting, street sweeping, street slurry seals, and landscaping, so as to not affect existing City funds.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Note: No General Fund Impact

Fiscal Impact

In the first year, the annexed parcel will pay a total assessment amount of approximately \$46,910.55, adjusted by the Engineering News Record (ENR) construction cost index.

Annual assessments are tied to the ENR and will be adjusted accordingly.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

The annexation of 3700 Colorado Avenue (APN 072-006-007) VTSM 2005-17 into the Summerfield Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301

(Existing Facilities) of the CEQA Guidelines. This current action by Council does not modify the original CEQA finding, and therefore, no determination is needed.

8. ALTERNATIVES:

- A. Council could deny the resolution to confirm the annexation of 3700 Colorado Avenue (APN 072-006-007) VTSM No. 2005-17 into the Summerfield Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area and direct City staff to bring the item back forming a separate landscaping and lighting benefit assessment district and street maintenance benefit assessment area for the development. City staff does not recommend this alternative since this action would add an additional district to the current roster when the annexation into an existing district would suffice.

- B. Council could deny the resolution to confirm the annexation of 3700 Colorado Avenue (APN 072-006-007) VTSM No. 2005-17 into the Summerfield Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area. City staff does not recommend this alternative because maintenance costs associated with this development would then impact other City funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF CONFIRMING THE }
ANNEXATION OF 3700 COLORADO }
AVENUE (APN 072-006-007) VTSM 2005-17, }
LEGENDS NORTH NO. 3, DEVELOPMENT }
PROJECT NO. 7045, INTO THE }
SUMMERFIELD LANDSCAPING AND }
LIGHTING BENEFIT ASSESSMENT }
DISTRICT AND STREET MAINTENANCE }
BENEFIT ASSESSMENT AREA, PROJECT }
NO. 6908 }**

RESOLUTION NO. 2021-

WHEREAS, the City Council of the City of Turlock, pursuant to the provisions of the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 (the "Acts"), desires to initiate proceedings for the annexation of 3700 Colorado Avenue (APN 072-006-007) Vesting Tentative Subdivision Map (VTSM) No. 2005-17, Development Project No. 7045, into the Summerfield Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area, Project No. 6908 (the "District"); and

WHEREAS, the improvements to be installed, constructed, or maintained within the proposed annexation may include installation, construction, or maintenance of any authorized improvements under the Acts, including, but not limited to, landscaping, lighting and any facilities which are appurtenant to any of the aforementioned, or which are necessary or convenient for the maintenance or servicing thereof; and

WHEREAS, the Acts limit the requirement for the resolutions, Engineer's Reports, notices of hearing, and right of majority protest under the Acts to the territory included within the annexations; and

WHEREAS, Proposition 218, the Right to Vote on Taxes Act, does hereby require that a notice of the proposed assessments, along with ballots, shall be mailed to all owners of identified parcels within the annexations; and

WHEREAS, the annexation consists of the area contained in the map incorporated herein by reference; and

WHEREAS, the developer has submitted an individual petition to the City requesting to have the development annexed into the District and formed into a new annexation; and

WHEREAS, the developer of the annexation is the owner of that certain property located in the City of Turlock and has signed a petition and Assessment Ballot in favor of the annexation to the District and has waived all statutory notices of hearing and notice periods and their right of majority protest and noticing requirements; and

WHEREAS, the Engineer of Work has prepared and filed with the City Clerk of the City of Turlock an engineer's report entitled, "City of Turlock Consolidated Engineer's

Report,” for the Annexation of 3700 Colorado Avenue (APN 072-006-007) VTSM No. 2005-17, Development Project No. 7045, into the District; and

WHEREAS, the City has prepared and filed with the City Clerk, the diagram attached showing the proposed boundaries of the territory to be formed into the annexation which is benefited by the construction of the improvements and the amount to be assessed against each of the parcels within the proposed District pursuant to Resolution 97-128; and

WHEREAS, the Engineer’s report, diagram, and assessments have been filed with the City Clerk and are open to public inspection, and may be referred to for all details regarding the improvements, the boundary of the proposed annexation, the assessments, total costs, and description of the parcels to be assessed; and

WHEREAS, this City Council has examined and considered the diagram, assessments, and the proceedings thereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby confirm annexation of 3700 Colorado Avenue (APN 072-006-007) VTSM No. 2005-17, Development Project No. 7045, into the District as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for Fiscal Year 2022-23 for 3700 Colorado Avenue (APN 072-006-007) VTSM No. 2005-17, Development Project No. 7045, annexed into the Summerfield Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area, Project No. 6908.

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of July 2021, by the following votes:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Interim City Clerk
City of Turlock, County of Stanislaus
State of California

Site Map

For:

**ANNEXATION OF 3700 COLORADO AVENUE (APN 072-006-007) VTSM 2005-17,
PROJECT NO. 7045, INTO THE SUMMERFIELD LANDSCAPING AND LIGHTING
BENEFIT ASSESSMENT DISTRICT AND STREET MAINTENANCE BENEFIT
ASSESSMENT AREA, PROJECT NO. 6908**



**ENGINEER'S REPORT FOR THE ANNEXATION OF 3700 COLORADO AVENUE
(072-006-007) VTSM 2005-17, PROJECT NO. 7045, INTO THE SUMMERFIELD
LANDSCAPING AND LIGHTING BENEFIT ASSESSMENT DISTRICT AND STREET
MAINTENANCE BENEFIT ASSESSMENT AREA, PROJECT NO. 6908**

Fiscal Year 2022-2023

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

Nathan Bray, Interim Development Services Director/City Engineer, Engineer of Work for Summerfield Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area, Project No. 6908, City of Turlock, Stanislaus County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

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

The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, drainage facilities and appurtenances, adjacent to or within the public right of way, in the streets of the Summerfield subdivision and the proposed 3700 Colorado Avenue (072-006-007) VTSM 2005-17 subdivision, more particularly described with the subdivision maps. Summerfield is an 81-lot low density residential subdivision in Stanislaus County, California. The parcel to be annexed is 3700 Colorado Avenue (072-006-007) VSTM 2005-17, a proposed 65-lot low density residential subdivision in Stanislaus County, California.

This report consists of five parts, as follows:

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

Respectfully submitted,

Nathan Bray, P.E., Interim Development Service Director/City Engineer
Engineer of Work

PART B

ENGINEER'S BENEFIT ASSESSMENT REPORT

FOR:

**Annexation of 3700 Colorado Ave (072-006-007)
VTSM 2005-17, Project No. 7045, into Summerfield
PROPOSITION 218 SUBDIVISION**

Engineering Division Job # :	6908	APN(s) :	Multiple
Fiscal Year of Creation :	2006-2007	Number of Lots :	146
Fiscal Year of Report :	2022-2023	Number of Acres	27.37

	<u>Charge to District at Creation</u>	<u>Charge to District at Report</u>
<u>Street Lighting:</u>		
41 Street Lights @ \$154.83 each: -----	\$6,348.03	\$9,878.57
<u>Landscaping Maintenance</u>		
9910 SF of Level 2 Maintenance @ \$0.55 per SF: -----	\$5,450.50	\$8,481.87
<u>Landscaping Electrical</u>		
\$70.69 Lump Sum for Landscaping Controller Electricity :-----	\$70.69	\$110.01
<u>Landscaping Water</u>		
9,910 SF of Irrigated Landscaping @ \$0.06 per SF: -----	\$594.60	\$925.30
<u>Street Trees:</u>		
332 Street Trees @ \$6.46 each: -----	\$2,144.72	\$3,337.54
<u>Street Maintenance (Slurry Seal):</u>		
264,556 SF of Pavement @ \$0.08 per SF: -----	\$21,164.48	\$32,935.40
<u>Street Maintenance (Street Sweeping):</u>		
14,513 LF of Curb @ \$0.13 per LF: -----	\$1,886.69	\$2,936.00
<u>Administration:</u>		
\$70.00 Admin Charge for District: -----	\$70.00	\$70.00
146 Lots @ \$5.13 per Lot: -----	\$748.98	\$1,165.54
<u>NEMP Berkeley, Christofferson, Bikepath, & Greenbelt Maintenance</u>		
27.4 acres @ \$1,068.93 per Acre: -----	\$29,256.61	\$45,528.08
Total Yearly Charges to District :	\$67,735.30	\$105,368.31
Number of Lots :	146	146
Total Yearly Charges Per Lot :	\$463.94	\$721.70

**ENGINEER'S REPORT FOR THE ANNEXATION OF 3700 COLORADO AVENUE
(072-006-007) VTSM 2005-17, PROJECT NO. 7045, INTO THE SUMMERFIELD
LANDSCAPING AND LIGHTING BENEFIT ASSESSMENT DISTRICT AND STREET
MAINTENANCE BENEFIT ASSESSMENT AREA, PROJECT NO. 6908**

PART C

**ASSESSMENT ROLL
Fiscal Year 2022-2023**

<u>Special Assessment Number</u>	<u>Assessor's Parcel No.</u>	<u>Amount of Assessment</u>
1 (Summerfield)	Multiple (81 Lots)	\$58,457.76
2 (3700 Colorado Ave, VTSM 05-17)	072-006-007 (65 future lots)	\$46,910.55
<hr/> TOTAL ASSESSMENT:		\$105,368.31

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

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

CLERK'S CERTIFICATION TO COUNTY AUDITOR

**ENGINEER'S REPORT FOR THE ANNEXATION OF 3700 COLORADO AVENUE
(072-006-007) VTSM 2005-17, PROJECT NO. 7045, INTO THE SUMMERFIELD
LANDSCAPING AND LIGHTING BENEFIT ASSESSMENT DISTRICT AND STREET
MAINTENANCE BENEFIT ASSESSMENT AREA, PROJECT NO. 6908**

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

TO THE AUDITOR OF THE COUNTY OF STANISLAUS:

I hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessment and assessment diagram, for Summerfield Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area, Project No. 6908, City of Turlock, confirmed by the City Council of the City of Turlock on the 13th day of July, 2021, by its Resolution No. 2021-_____.

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

DATED: July 13, 2021

Allison Martin, Interim City Clerk
City of Turlock, State of California

ENGINEER'S REPORT

**ENGINEER'S REPORT FOR THE ANNEXATION OF 3700 COLORADO AVENUE
(072-006-007) VTSM 2005-17, PROJECT NO. 7045, INTO THE SUMMERFIELD
LANDSCAPING AND LIGHTING BENEFIT ASSESSMENT DISTRICT AND STREET
MAINTENANCE BENEFIT ASSESSMENT AREA, PROJECT NO. 6908**

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

DATED: June 8, 2021

Nathan Bray, P.E.
Interim Development Services Director/
City Engineer
Engineer of Work

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the 8th day of June, 2021.

Allison Martin
Interim City Clerk

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Turlock, California, on the 13th day of July, 2021.

Allison Martin
Interim City Clerk

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Stanislaus on the 1st day of August, 2022.

Allison Martin
Interim City Clerk

PART E

Site Map
For:

ANNEXATION OF 3700 COLORADO AVENUE (072-006-007) VTSM 2005-17, PROJECT NO. 7045, INTO THE SUMMERFIELD LANDSCAPING AND LIGHTING BENEFIT ASSESSMENT DISTRICT AND STREET MAINTENANCE BENEFIT ASSESSMENT AREA, PROJECT NO. 6908



City Council Staff Report

July 13, 2021



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

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

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Making no change in the cap on the number of beds that may be permitted under the nondiscretionary permit process within the SB 2 emergency shelter overlay district

2. SYNOPSIS:

Determining whether to increase the current cap of 200 beds that may be permitted under the nondiscretionary permit process for emergency shelters located in the SB 2 emergency shelter overlay district. Pursuant to the City's adopted Housing Element, the cap cannot be reduced from its current level of 200 beds.

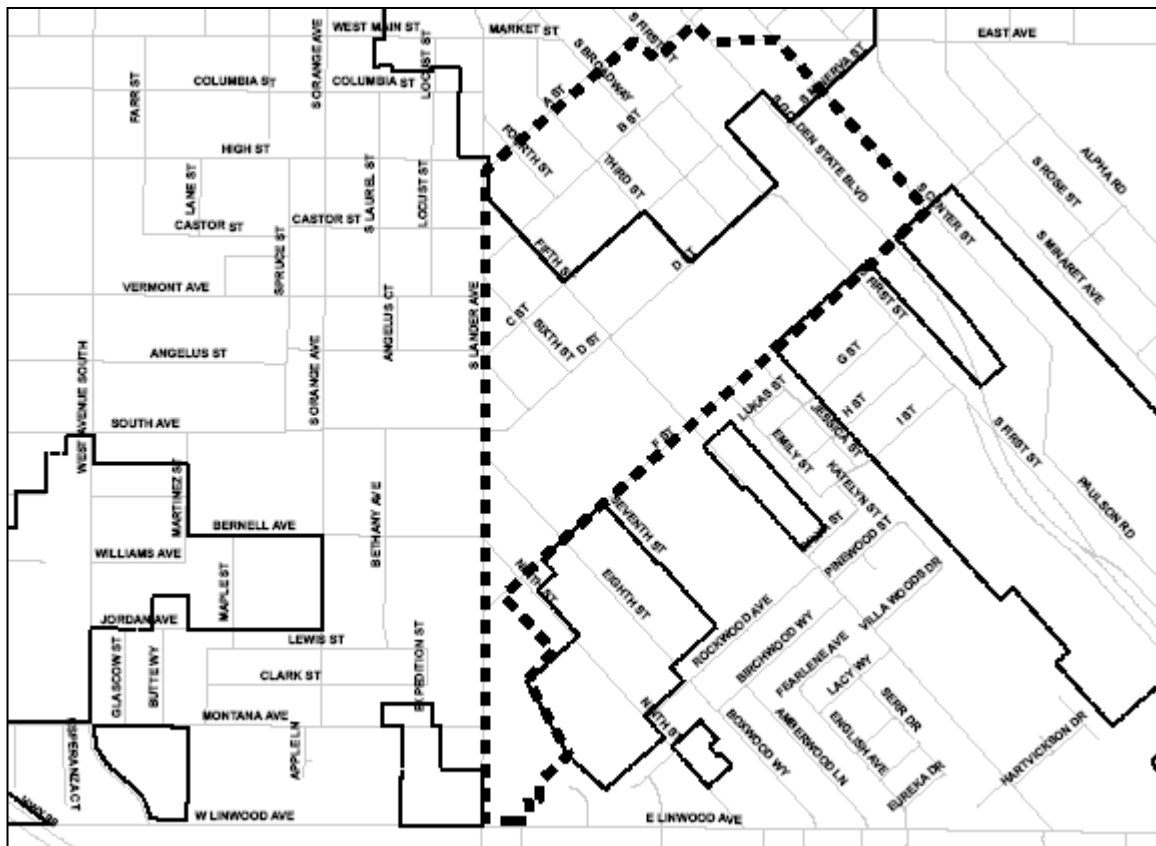
3. DISCUSSION OF ISSUE:

The City of Turlock adopted the *2007-14 Housing Element* on January 10, 2012. The Housing Element was subsequently certified by the State Housing and Community Development Department on March 23, 2012. One of the most sweeping changes contained in the new document came with the enactment of Senate Bill 2 in 2007. This bill required the City of Turlock to amend its Zoning Ordinance to provide a nondiscretionary permitting process to allow year-round emergency homeless shelters in a zoning district or districts. The City adopted Turlock Municipal Code (TMC) Chapter 9-4 Article 2 in response to this new requirement which establishes the standards and process for establishing an emergency homeless shelter within the overlay zoning district shown in Figure 1 on the following page.

The SB 2 zoning overlay district is roughly bounded by A Street on the north, Center and F streets on the east, Linwood on the south, and Lander on the west. The boundary encompasses 171 properties. The nondiscretionary permit required by SB 2 only applies to properties located within the SB 2 Emergency Shelter

Overlay District. Changes to the Zoning Ordinance were also made to require a Conditional Use Permit for all zoning districts located outside the overlay district boundary.

Figure 1
SB 2 Emergency Shelter Overlay District Boundary



The ordinance includes a 200-bed cap on the number of beds that can be permitted in the overlay district under the more expedited, nondiscretionary permit required by Senate Bill 2. Once the cap is met, applicants would need to follow the appropriate permitting process identified for the underlying zoning which is typically a Conditional Use Permit. The cap was initially set (and is currently set) at 200 beds based on a needs assessment contained within the Housing Element and the public testimony received during the adoption of the ordinance.

In order to address concerns expressed by the State Housing and Community Development Department during their review of the Housing Element, the City agreed to establish a process to annually review the cap through a formal public hearing process (see TMC section below).

9-4-203 District cap on number of beds that may be permitted.

The Turlock City Council shall establish the cap on the number of beds that may be permitted under this nondiscretionary permit process. The cap shall be reviewed annually by the Turlock City Council at a formal public hearing. (emphasis added)

Currently, 129 beds have been authorized under the expedited permit process, leaving capacity for 71 additional beds to be permitted through the non-discretionary process within the overlay district.

4. BASIS FOR RECOMMENDATION:

A. Turlock Municipal Code section 9-4-203 requires the City Council to annually review the cap on the number of emergency shelter beds in the SB 2 emergency shelter overlay district. Currently the cap is set at 200 beds.

5. FISCAL IMPACT / BUDGET AMENDMENT: None

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

The recommended action does not constitute a project and will not create a physical impact on the environment or authorize any action that has the potential to impact the physical environment and would not make any changes in current policy or regulations; therefore, the proposed action is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3)(General Rule, No Environmental Impact) of the CEQA Guidelines.

8. ALTERNATIVES:

A. Increase the cap on the number of beds allowed within the SB 2 emergency shelter overlay zone. Should the City Council decide to increase the cap, the City Council would also need to make a determination the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (General Rule) of the CEQA Guidelines.

B. Reduce the cap on the number of beds allowed within the SB 2 emergency shelter overlay zone. The cap may not be reduced as the current level was established by the City Council in the adopted Housing Element. Reducing the cap would put the City out of compliance with its adopted Housing Element. Compliance with the Housing Element is required to remain eligible for various State-funded housing grants as well as to maintain the internal consistency of the City's General Plan.



City Council Staff Report

July 13, 2021

From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Mark Crivelli, Parks, Recreation & Public Facilities Supervisor

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Agreement between the City of Turlock and Futsal209 for youth futsal programs and the use of Columbia Park futsal court

Resolution: Appropriating \$10,000 to account number 110-61-622-005.35720 "Instructional Classes Revenue" and \$6,000 to account number 110-61-622-005.43732 "Futsal209" for Futsal programs at Columbia Park and other City facilities

2. SYNOPSIS:

Approving the Agreement with Futsal209 for futsal programs and use of Columbia Park futsal court.

3. DISCUSSION OF ISSUE:

Futsal209 is a newer organization that is proposing a new youth sport to the community. Futsal209 offers youth futsal programs that are similar to soccer but played on a court. Futsal is a scaled down version of soccer that has teams of five and plays on hard court surfaces.

The City of Turlock and Futsal209, intend to work together to utilize Columbia Park for youth futsal programs. Futsal209 will offer affordable youth futsal clinics and leagues within the community. The Agreement will assure the use of Columbia Park court and allow Futsal209 to use of the facility. This is a new program opportunity for the Parks, Recreation and Public Facilities Department

The agreement will allow Futsal209 use of Columbia Park futsal court for six hours per week and for special events on mutually agreed upon dates. Futsal209 will start with grassroots program with clinics and camps. The program will evolve to leagues as the interest in the program grows.

4. BASIS FOR RECOMMENDATION:

- A. To ensure the City and Futsal209 are adequately shielded from risk and liability; staff thoroughly evaluated the impacts of entering into an Agreement with Futsal209. In order to contract with the City of Turlock, Futsal209 will be required to adhere to the standards set by the City of Turlock, in regards to operational guidelines, insurance requirements, and financial management, all of which are detailed in the Agreement. Staff will work closely with Futsal209 to ensure all requirements are maintained for the life of the Agreement.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: At the conclusion of each session or program, the City of Turlock will pay Futsal209 60% of participant registration for the program. An appropriation of \$10,000 to account number 110-61-622-005.35720 "Instructional Classes Revenue" and \$6,000 to account number 110-61-622-005.43732 "Futsal209" is needed to offer new programming.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council could choose not to enter into an Agreement with Futsal209 and appropriate the money for the use of Columbia Park futsal court and programming. With this alternative, there could be a potential loss of revenue and facility rentals, as well as a loss of affordable sports activities.



AGREEMENT FOR SERVICES
between
THE CITY OF TURLOCK
and
FUTSAL209
YOUTH FUTSAL PROGRAMS
CONTRACT NO. XXXX

THIS AGREEMENT is made this 13th day of July, 2021, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **FUTSAL209**, a youth futsal provider, hereinafter referred to as "INDEPENDENT CONTRACTOR."

WITNESSETH:

WHEREAS, CITY has a need for Youth Futsal Programs; and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by INDEPENDENT CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the

total amount of this Agreement exceed Eighteen Thousand and No/100^{ths} Dollars (\$18,000.00). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices:

(1) The CITY will collect all program registration fees. INDEPENDENT CONTRACTOR is not authorized to collect program fees. Following the collection of fees from registration, CITY shall confirm the number of participants enrolled. INDEPENDENT CONTRACTOR will be compensated only for participants who have paid. At the conclusion of the program, the CITY will pay INDEPENDENT CONTRACTOR 60% of registration fees minus a participation fee of \$6.00 per registration and include a program report that includes the date, location and services that INDEPENDENT CONTRACTOR is being paid for.

(b) Payment:

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

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized.

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

(c) Non-Appropriation of Funds:

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

5. TERM OF AGREEMENT: This Agreement shall become effective July 13, 2021 and end July 12, 2024, subject to CITY's availability of funds.

6. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager to INDEPENDENT CONTRACTOR thirty (30) days prior to the expiration of this Agreement. On each anniversary date, INDEPENDENT CONTRACTOR will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in INDEPENDENT CONTRACTOR's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

7. INSURANCE: INDEPENDENT CONTRACTOR shall not commence work or services under this Agreement until INDEPENDENT CONTRACTOR has obtained CITY's

approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall INDEPENDENT CONTRACTOR allow any subcontractor to commence work or services on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. INDEPENDENT CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by INDEPENDENT CONTRACTOR, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

(1) General Liability (including operations, products and completed operations): \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

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

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

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

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

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

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

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

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

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

(h) Subcontractors: INDEPENDENT CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and

endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. INDEMNIFICATION:

Indemnity for Professional Liability: INDEPENDENT CONTRACTOR shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, including without limitation, its provision of organized futsal competition for youth and its use of the CITY facilities specified in the MOU, caused in whole or in part by any negligent act or omission of INDEPENDENT CONTRACTOR, its directors, officers, employees, agents, subcontractors, volunteers, participants, family members sponsoring participants, and anyone directly or indirectly employed by any of them, any board members, volunteers, participants, family members, except where caused by the active negligence, sole negligence or willful misconduct of CITY. INDEPENDENT CONTRACTOR agrees that failure to take all actions to keep in effect the insurance it is required to maintain under this MOU or failure to comply with other requirements of this MOU, including without limitation, abiding by the requirements of Section 40, constitute negligent acts or omissions or both under these indemnity provisions.

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

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

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

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

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

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

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

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

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

11. TERMINATION OF STATED EVENT:

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

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

shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by INDEPENDENT CONTRACTOR, dishonesty or theft.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. RECORD INSPECTION AND AUDIT: INDEPENDENT CONTRACTOR shall maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. INDEPENDENT CONTRACTOR shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

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

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

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

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

36. CITY RULES AND REGULATIONS; PUBLIC HEALTH GUIDANCE:

(a) CITY RULES AND REGULATIONS. FUTSAL209 understands the utilization of the facilities provided for by this MOU is subject to existing rules and regulations for use of CITY parks and facilities, any public health guidance the CITY is operating under, and such other reasonable rules and regulations as may be necessary to provide for orderly and enjoyable use by everyone and for the public health, safety, and welfare. FUTSAL209 agrees to comply with all of the foregoing, as amended, revised, or updated from time to time.

(b) PUBLIC HEALTH GUIDANCE - GENERALLY. FUTSAL209 agrees to comply with any applicable public health orders, directives or guidance, or amendments, revisions, or updates thereto whether from local, state, or federal public health authorities (together, "Guidance") that is in effect during its activities. Such measures to comply may include, but not be limited to the following when such Guidance is in effect:

a. FUTSAL209 understands the Guidance may come in various forms such as guidance for a general purpose such as operating outdoor recreation facilities or for a particular sport or activity such as outdoor youth recreation. In addition, Guidance may refer to other orders, directives or guidance that may be deemed mandatory. FUTSAL agrees to comply with all such Guidance.

b. Providing City a copy of any prevention plan required by Guidance;

c. Training, both initially and with refresher sessions, any persons coaching, directing, or participating in FUTSAL209's activities on how to comply with Guidance.

d. Delivering to its participants and sponsoring family members a copy of any Guidance it is operating under and not just a summary or reworking of the Guidance. In addition, it will provide a copy of any amendments, revisions, or updates to Guidance.

e. If under any Guidance FUTSAL209 is required to obtain signed written consents, waivers, or similar agreements from its participants or sponsoring family members, or both, such shall include use of CITY facilities ("Consents"). FUTSAL209 shall obtain Consents for each season that any Guidance requiring such is effective.

f. If the activities undertaken by FUTSAL209 are suspended again by applicable GUIDANCE, FUTSAL209 agrees to suspend its activities.

(c). PUBLIC HEALTH GUIDANCE – COVID EXAMPLE. As an example of FUTSAL209's obligations under subsection 36(b) of this MOU, the California Department of Public Health ("CDPH") issued Guidance related to COVID-19 on February 19, 2021 entitled "Outdoor and Indoor Youth and Recreational Adult Sports" which was subsequently updated on March 4, 2021 (the "Recreational Sports Guidance"). Under this example, FUTSAL agrees to comply with and apply all applicable provisions in the Recreational Sports Guidance. FUTSAL agrees to provide CITY a

copy of its COVID-19 Prevention Plan. FUTSAL agrees to train initially and with refresher sessions any persons coaching, directing, or participating in FUTSAL's activities in how to comply with the Recreational Sports Guidance. FUTSAL agrees to include the Recreational Sports Guidance in any package of information provided to its participants or sponsoring family members. FUTSAL agrees to abide by any amendments, revisions, or updates to the Recreational Sports Guidance and to provide copies of same. As the Recreational Sports Guidance includes a requirement for signed written consent, FUTSAL agrees to include use of CITY facilities in such consent and obtain such consent for each season the Recreational Sports Guidance is in effect. However, in addition to this particular Recreational Sports Guidance, the use of CITY facilities also is governed by CDPH's guidance entitled "COVID-19 INDUSTRY GUIDANCE: Campgrounds, RV Parks, Ski Operators, and Other Outdoor Recreation" dated December 1, 2020 ("General Outdoor Recreational Guidance"). For this type of guidance, FUTSAL will be responsible for implementing the procedures applicable to its use of CITY facilities.

INDEPENDENT

CONTRACTOR: FUTSAL209
ATTN: GABRIEL BOLTON
PO Box 2791
TURLOCK, CA 95381
PHONE: (209) 216-8471
Email: Operations@Futsal209.com

CITY: CITY OF TURLOCK
ATTN: ALLISON VAN GUILDER
PARKS, RECREATION & PUBLIC
FACILITIES DEPARTMENT
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5456
PHONE: (209) 668-5542 Ext. 4601
FAX: (209) 668-5619

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

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

38. VENUE: Venue for all legal proceeding shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

39. ATTORNEY'S FEES AND COSTS: If any action at law or in equity, 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.

40. 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.

41. NO THIRD PARTY BENEFICIARIES. This Agreement is intended for the convenience and benefit solely of FUTSAL209 and CITY and is not for the benefit of, nor may any provision be enforced by, any other person, entity or third party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

FUTSAL209

By: _____
Sarah Tamey Eddy, Interim City Manager

By: _____

Date: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of Parks, Recreation & Public Facilities

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____
Allison Martin, Interim City Clerk

EXHIBIT A SCOPE OF SERVICES

PERFORMANCE OF DUTIES

INDEPENDENT CONTRACTOR agrees to provide youth soccer classes to participants 5 to 12 years of age, to the sole reasonable satisfaction of the City of Turlock Parks and Recreation Manager or his/her designee. **INDEPENDENT CONTRACTOR** shall (1) furnish services to CITY at such times and locations as are mutually agreeable to the parties, (2) perform such instruction in a skillful and competent manner, (3) shall abide by all laws in doing so, (4) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by CITY (5) shall compensate instructors and staff and (6) maintain instruction area in a clean, safe and orderly manner.

COMPENSATION

INDEPENDENT CONTRACTOR will be paid 60% of registration fees minus a \$6.00 per participant administrative fee to be kept by the City of Turlock for registration purposes. The City of Turlock Parks, Recreation and Public Facilities Department will pay **INDEPENDENT CONTRACTOR** from registrations received for each class session. Compensation will not exceed eighteen thousand dollars (\$18,000) for the duration of this agreement.

SUBCONTRACTORS

In the event an **INDEPENDENT CONTRACTOR** will not be able to teach class due to illness or some other reason beyond the control of the **INDEPENDENT CONTRACTOR**, the class will be canceled and a make-up class added to the end of the session. **INDEPENDENT CONTRACTOR** will be responsible for notifying the students of the cancellation.

INDEPENDENT CONTRACTOR will secure a substitute contractor equally or better qualified to instruct class at the scheduled time and place. Subcontractors must meet fingerprinting requirements according to Public Resources Code, Section 5164.

SUPERVISION

INDEPENDENT CONTRACTOR agrees to establish appropriate rules for conducting the class and to assume responsibility for student discipline to ensure adequate protection for students and facility.

FACILITY

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

CONDUCT

INDEPENDENT CONTRACTOR understands the City of Turlock is a public entity under the California Government Code and the Constitution of the State of California, and CITY's purpose in engaging **INDEPENDENT CONTRACTOR** is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun and fair play.

INDEPENDENT CONTRACTOR agrees to conduct himself/herself in a manner that will further these goals. **INDEPENDENT CONTRACTOR** further acknowledges failure to do so will result in immediate termination of this Agreement.

COORDINATION OF WORK

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

**WAIVER OF
INSURANCE PROVISIONS
in Contract No. 2021-xxx
between
THE CITY OF TURLOCK
and
FUTSAL209**

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

- 1. Automobile Liability Insurance**
Gabe Bolton will not be using an automobile as part of his/her work or services under this Agreement.

- 2. Errors and Omissions / Professional Liability Insurance** is not applicable for the scope of work under this agreement.

Dated: July 13, 2021

Gabe Bolton, General Manager
FUTSAL209

Allison Van Guilder, Director
Parks, Recreation and Public Facilities Department

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2021-
\$10,000 TO ACCOUNT NUMBER	}	
110-61-622-005.35720 "INSTRUCTIONAL	}	
CLASSES REVENUE" AND \$6,000 TO	}	
ACCOUNT NUMBER	}	
110-61-622-005.43732 "FUTSAL209" FOR	}	
FUTSAL PROGRAMS AT COLUMBIA	}	
PARK AND OTHER CITY FACILITIES	}	
<hr/>		

WHEREAS, the City of Turlock is entering into an agreement with Futsal209 for youth activities; and

WHEREAS, the City of Turlock is expanding services for youth activities through contract services; and

WHEREAS, Futsal209 will be providing a new program opportunity to the Parks, Recreation and Public Facilities Department; and

WHEREAS, the appropriation of \$10,000 in a revenue account and \$6,000 in the expense account General Fund is needed to implement the contract.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$10,000 to account number 110-61-622-005.35720 "Instructional Classes Revenue" and \$6,000 to account number 110-61-622-005.43732 "Futsal209" for Futsal programs at Columbia Park and other City facilities.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of July, 2021, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

Allison Martin, Interim City Clerk,
 City of Turlock, County of Stanislaus,
 State of California

City Council Staff Report

July 13, 2021



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

Prepared by: Randall Jones, Associate Engineer

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$198,530 to account number 301-50-520.51300 "Construction Repairs/Improvements" to be funded via a transfer from Fund 117 "Cannabis Fund" unallocated reserves to provide necessary funding for City Project No. 19-51 "Columbia Pool Improvements"

Motion: Approving a Professional Services Agreement with O'Dell Engineering, of Modesto, California, in the amount of \$148,530 for professional design services for City Project No. 19-51 "Columbia Pool Improvements"

2. SYNOPSIS:

This action will appropriate \$198,530 from Fund 117 "Cannabis Fund" to account number 301-50-520.51300 "Construction Repairs/Improvements and approve a Professional Services Agreement in the amount of \$148,530 for professional design services for City Project No. 19-51 "Columbia Pool Improvements."

3. DISCUSSION OF ISSUE:

Columbia Pool was constructed in 1957. During the 64-year life span of the pool, City staff has maintained the facility to allow for decades of use with minimal maintenance expenses. The typical lifespan of traditional pool plaster is ten to fifteen years. Columbia Pool has only been re-plastered one time in 1999 due to limited facility maintenance funds. Despite facility maintenance staff's best efforts to maintain this historic facility, the facility's condition is declining rapidly each year.

In order to obtain a thorough review of the pool and its appurtenances, Council appropriated \$40,000 for a facility evaluation study in November 2019. Staff began working with O'Dell Engineering, who in turn contracted with Aquatic Design Group, to perform an assessment of the pool and spray ground as well as the pool

equipment to develop a master plan project for the park. The master plan report identified code violations, deficiencies, and proposed improvements for rehabilitation of Columbia Pool, equipment, and the adjacent spray ground.

The report excluded the following items in the bulleted list below:

- Structural integrity of the swimming pool shell and appurtenances

It is possible that a facility of this age could have underlying issues that have gone unnoticed by staff and are not apparent to a visual inspection. The master plan attempts to provide as realistic of an assessment given these challenges.

- Accessibility in path of travel to the swimming pool area, spray ground area, and within the adjacent buildings.

The master plan focused on the aquatic facilities and not the area around or adjacent to the facilities.

- Mechanical equipment for the spray ground.

Aquatic Design Group did not have access to the mechanical equipment at the time of assessment. It is not expected that equipment for the spray ground be replaced at this time as the equipment has not yet reached the end of its expected life.

On July 14, 2020, City Council directed the formation of an Ad Hoc committee comprised of three members of the Parks, Arts & Recreation (PAR) Commission to engage the community in a review of the options identified in the Columbia Park Master Plan. O'Dell Engineering and City staff developed education and marketing materials to engage the community in the process.

On December 9, 2020, the Parks, Arts, & Recreation Commission accepted the Ad Hoc Committee's report regarding the public engagement process for reviewing the Columbia Park Master Plan options and the results of the community survey. The PAR Commission also made the recommendation to move forward with Option C, which included installing a new pool and equipment.

On January 26, 2021, City Council directed staff to move forward with Option A, which includes repairing the pool and replacing pool equipment instead of removing and replacing all of the facilities. City staff advertised a request for proposals (RFP) for design services. City staff advertised the RFP on April 15, 2021 through the City's website. On May 7, 2021, staff received three (3) proposals.

Ranking	Firm	Location
1	O'Dell Engineering	Modesto, CA
2	Cortinas A & E	Turlock, CA
3	Arch Pac Aquatics	Vista, CA

Allison Van Guilder (Director of Parks and Recreation), Adam Hutchings (Associate Civil Engineer), and Randall Jones (Associate Engineer) were selected to participate on the proposal review panel. Each participant reviewed the proposals independently based on the criteria stated in the RFP.

The proposals were analyzed and compared on the following six criteria for a total maximum point value of 50:

1. Experience with similar kinds of work (aquatic facility renovations) (20 points);
2. Understanding of the work to be done (12 points);
3. Capability of developing innovative or advanced techniques (5 points);
4. Demonstrated technical ability (5 points);
5. Financial responsibility (4 points);
6. Proximity to City of Turlock (4 points).

Once each member of the review panel reviewed and ranked the proposals, the panel met to discuss the proposals and each other's rankings. O'Dell was the highest-ranking firm by each member. O'Dell's qualified in-house staff as well as subconsultant, Aquatic Design Group provided the most experience and understanding of the project. O'Dell and their subconsultant have worked on many similar projects citing eight (8) renovation and/or new aquatics projects over the last eleven (11) years with their selected subconsultant.

Cortinas A & E proposed to use the same subconsultant as O'Dell Engineering, but Cortinas A & E's response did not show their firm had any experience working on similar projects. Arch Pac Aquatics has qualified in-house staff, but did not present a proposal that showed an understanding of the work to be done. Arch Pac Aquatics proposal was to remove and replace the entire facility rather than renovate as requested in the RFP.

Government Code Title 1, Division 5, Chapter 10 defines a qualifications-based selection process for contracts with private architectural, engineering, land surveying, and construction management firms. Professional services agreements are not evaluated on the basis of the lowest price, as is the case for construction projects. Construction projects have a well-defined scope of work where the quantity and type of materials are identified in the project plans and specifications. However, projects that are at the beginning of the design phase are not well-defined and each design professional must use its professional judgement based on the

RFP content. Design firms may have a different understanding of the project, approach, and level of effort to produce the deliverables which meets the goals and objectives of the project described in the RFP. The Government Code allows price to be considered such that the services are performed at a fair and reasonable price to the public agency. The RFP required that proposers submit their price in a separate sealed envelope which would allow the review panel to form its initial ranking based on the qualifications in the proposal without being influenced by price. After O'Dell Engineering was identified as the top-ranking consultant based on its qualifications, the envelope containing the price was opened and the review panel confirmed the price to be fair and reasonable given the scope of services to be performed.

Staff recommends awarding a professional services agreement to O'Dell Engineering to perform professional design services as the reviewing panel unanimously selected them as the highest-ranking proposal.

4. BASIS FOR RECOMMENDATION:

- A. The City Council is required to approve all contracts for professional services over \$50,000.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Staff requests an appropriation of \$198,530 to account number 315-50-520.51300 "Construction Repairs/Improvements" to be funded via a transfer from Fund 117 "Cannabis Fund" unassigned reserves to provide necessary funding for the City Project No. 19-51 "Columbia Pool Improvements." Of this requested allocation, \$148,530 will be used to pay for the professional consultant's design work and \$50,000 will be budgeted to pay for Engineering Division staff time billed to the project for administering the contract and reviewing the designs.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action does not constitute a project in accordance with the California Environmental Quality Act (CEQA). Therefore, no determination is required for this action.

8. ALTERNATIVES:

- A. Council could choose to not approve this professional services agreement. Staff does not recommend this alternative because the professional services are needed to prepare a biddable set of construction plans and specifications to be able to move forward the renovations to the pool.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROPRIATING }
\$198,530 TO ACCOUNT NUMBER }
301-50-520.51300 "CONSTRUCTION }
REPAIRS/IMPROVEMENTS" TO BE FUNDED }
VIA A TRANSFER FROM FUND 117 }
"CANNABIS FUND" UNALLOCATED }
RESERVES TO PROVIDE NECESSARY }
FUNDING FOR CITY PROJECT NO. 19-51 }
"COLUMBIA POOL IMPROVEMENTS" }**

RESOLUTION NO. 2021-

WHEREAS, Fund 117 "Cannabis Fund" are revenues generated from the public benefit amount identified in the Development Agreements for cannabis uses; and

WHEREAS, City Project 19-51 "Columbia Pool Improvements" included repairing and renovating the City's Columbia Park Pool; and

WHEREAS, the total design costs are estimated to be \$198,530; and

WHEREAS, Council has previously expressed a desire to utilize cannabis funds for the Columbia Pool project; and

WHEREAS, by separate action on July 13, 2021, the City Council is requested to award a contract with O'Dell Engineering, of Modesto, California, for design services for City Project No. 19-51 "Columbia Pool Improvements."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$198,530 to account number 301-50-520.51300 "Construction Repairs/Improvements" to be funded from Fund 117 "Cannabis Fund" unallocated reserves for City Project No. 19-51 "Columbia Pool Improvements" to complete the necessary funding required for this project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of July, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Interim City Clerk
City of Turlock, County of
Stanislaus, State of California



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
O'DELL ENGINEERING, INC.
for
PROFESSIONAL DESIGN SERVICES**

City Project No. 19-51

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and O’DELL ENGINEERING, INC., a private corporation (“Professional”), on this 13th day of July 2021 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with Project No. 19-51 “Columbia Pool Improvements” (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 one (1) year and will commence on the Effective Date and terminate on the 30th day of June, 2022 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. City may elect to extend this Agreement for one (1) additional one year (1) term, 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 One Hundred Forty-Eight Thousand Five Hundred Thirty and No/100th Dollars (\$148,530.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

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

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

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

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

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

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

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

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

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

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

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

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

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

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Professional's subcontractor, if any; (c) name and address of Professional's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

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

13. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the Contractor Administrator. In no event shall Professional take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for City under this Agreement.

14. Confidentiality. Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by City and that such information may

contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City (“Confidential Information”).

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

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

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

16. Assignment 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.

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

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such

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

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

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

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

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

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

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

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

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

20. Assurance of Performance. If, at any time, City believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

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

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

22. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive

equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.5. Waiver of Subrogation. With the exception of errors and omissions liability insurance, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Professional, its agents, employees, independent

contractors, and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

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

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

28. Independent Contractor. At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and

omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

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

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

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

If to City: **City of Turlock
Attn: City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5461**

With courtesy copies to: **City of Turlock
Attn: City Attorney
156 S. Broadway, Suite 230
Turlock, CA 95380**

If to Professional: _____
Attn: _____

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

Randall Jones
Associate Engineer
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-6021
E-mail: rjones@turlock.ca.us

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

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

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

O'Dell Engineering, Inc., a private corporation

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

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____
Allison Martin, Interim City Clerk

1165 SCENIC DRIVE, SUITE A
MODESTO, CA 95350
209.571.1765

EXHIBIT A

**PROPOSAL
OF
SERVICES**

**Columbia Pool Renovation
Engineering and Surveying Services**
City Project No. 19-51

City of Turlock

May 7, 2021

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May 7, 2021

City of Turlock
Development Services Department
Engineering Division
Attention: Randall Jones, Associate Engineer
156 South Broadway, Suite 150
Turlock, CA 95380

Re: Proposal for Engineering and Surveying Services for Columbia Pool Renovation (City Project No. 19-51)

Dear Mr. Jones,

Aquatic amenities play a critical role in the health and happiness of community members. The Columbia Pool has served the Turlock community for many years and deserves to be renovated by the best and most passionate team of designers possible. The O'Dell Engineering and Aquatic Design Group team have been committed to renovating and restoring this recreational asset since our work began on the Columbia Park Master Plan and Outreach process in 2020. We are familiar with the history of the park, the desires and needs of the community, and the direction in which the City wishes to proceed. Our team of world-class aquatics professionals and dedicated local design professionals will ensure that this project is completed as successfully as possible, returning this asset to the Turlock community better than ever before.

The O'Dell team has had the pleasure of working with the City of Turlock on thirteen projects so far. Our office is a mere fifteen miles from the City, allowing easy and effortless collaboration. O'Dell will serve as the prime consultant and provide project management, landscape architecture, land surveying, and civil engineering, while Aquatic Design Group (ADG) will provide aquatic design. For more than 37 years, Aquatic Design Group has set the standard for quality design and consulting services within the aquatics industry. Their goal is to provide this service with dedication and commitment to the highest possible level of customer satisfaction, delivered professionally by a team of talented individuals who love what they do.

O'Dell and ADG have a long-standing relationship, having worked together on eight projects in a span of eleven years. The two firms understand how to communicate, how to integrate their services, and how to successfully deliver aquatics projects. Our passion for recreation and aquatics projects can be seen through our vast experience in past related projects. We love being able to serve our local communities through renovations. We appreciate the opportunity to submit a proposal of services for this project and look forward to the opportunity to continue working on this important renovation project with the City of Turlock. As a note, we received and reviewed Addendum 1.

Sincerely,



Chad Kennedy, PLA, Principal Landscape Architect
1165 Scenic Drive, Suite A, Modesto, CA 95350
Direct: 209.497.4057
ckennedy@odellengineering.com

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O'Dell By The Numbers

13

Projects Completed for the City of Turlock

90

Projects Completed in the City of Turlock



76
Total Staff

12
Civil Engineers

7
Land Surveyors

7
Landscape Architects

5
Certified QSD/QSPs

6
LEED APs

1
ISA Arborist

2
CPSIs

1
QWEL

Proximity to City Office

15

Miles from O'Dell to City of Turlock



Firm Information

Legal Name & Address

O'Dell Engineering, Inc.
1165 Scenic Drive, Ste. A, Modesto, CA 95350
Main Phone: 209.571.1765

Contact Person

Chad Kennedy, PLA is the main contact for the City and is authorized to negotiate contract terms and make binding agreements.

Chad Kennedy, PLA, Principal Landscape Architect
1165 Scenic Drive, Suite A, Modesto, CA 95350
Direct: 209.497.4057
ckennedy@odellengineering.com

Background and History of Consulting Experience

O'Dell Engineering was founded in Modesto in 1994 by Randall O'Dell. Today, the firm has offices in Modesto, Merced, Fresno, and Pleasanton and a staff of **76 professionals**. O'Dell has developed a regional reputation for excellence while maintaining its focus on project efficiency and client satisfaction. We are committed to producing excellent infrastructure projects, combining time-proven methods with cutting-edge technology and products. Our project portfolio showcases innovative solutions, award-winning design, and our commitment to our clients.

O'Dell Engineering was founded primarily as a civil engineering firm providing high-value services to premier clients in Northern California. Shortly thereafter, Randall O'Dell recognized the synergies between civil engineering and other land-related fields and put into action a plan to develop four divisions that would provide clients with superior service, deliverables, and peace of mind. Those divisions are Civil Engineering, Land Surveying, Landscape Architecture, and Land Use Entitlement/Land Planning. In 2002 O'Dell began a successful journey toward creative and valuable landscape architecture services. Since that time, recreation, park, and aquatic projects have been a core project sector for the Landscape Architecture Department. Parks and recreation projects of all sizes and types have been completed for public and private clients alike, all across the State.

Design Philosophy

O'Dell Engineering approaches each project with a focus on positively impacting the community. We understand the significance that built projects have in the day-to-day lives of the local community and believe that built projects should improve quality of life.

Client Satisfaction

O'Dell Engineering incorporates into each project a set of procedures focused on establishing methods to meet the individual needs of each

client and project. Whether working with clients from public agencies, community organizations, or within the private industry, we have the expertise and depth of staffing to ensure the maximum value of a finished project. Clients receive consistent and timely deliverables and experience greater accuracy in project communication.

Integrated Design Approach

O'Dell Engineering's four divisions—civil engineering, land surveying, landscape architecture, and land use entitlement/land planning—work together on projects ranging in scale from very small to very large in scope. Professionals from all divisions work together under one roof as colleagues, creating an environment that fosters creativity, innovation, and efficiency.

History of Repeat Business With Public Clients

O'Dell Engineering values the opportunity to provide design services in our local community. Central Valley public agencies are some of our most valued clients. We take pride in assisting our local agencies with their improvement projects. Our history includes:

- 80+ City of Modesto Projects
- 60+ City of Ceres Projects
- 25+ County of Stanislaus Projects
- 20+ City of Patterson Projects
- 30+ City of Los Banos Projects

Financial Responsibility

O'Dell Engineering has been in business for 25 years. The firm was founded in Modesto, CA in 1994. O'Dell Engineering is a privately held stable and strong company. The firm has completed hundreds of projects in the region and employs over seventy people. Principals and management staff of the firm are stable and have remained that way despite economic waves over time. Randall O'Dell has been at the firm since its inception in 1994 and Dylan Crawford has been with the firm since 1996.

Commitment to Quality

Proven Ability to Meet Project Schedules

O'Dell Engineering has worked with clients in the public, private, governmental, and utility sectors. Due to the number of public services provided by O'Dell Engineering's projects, our staff regularly work within project schedules that do not have the luxury of flexibility. The O'Dell team's commitment to providing deliverables on time is at the very heart of our firm's client focus. Indeed, one of the top three reasons clients choose O'Dell is because of solid performance on prior projects. The project team listed in this proposal is able to meet the dates as shown in the City's scope of work.

Proven Ability to Meet Project Budgets

O'Dell Engineering bases all project estimates on comparable prior project budgets along with up-to-date contractor feedback. Careful documentation of project design alterations and addition of features during the design and construction process allows project managers to keep projects from creeping over budget. O'Dell Project Managers are experienced with projects with tight budgets and often use creative problem solving and familiarity with current construction products to strategically value engineer the best final product possible. From the project kick-off meeting throughout the project's life, O'Dell staff engages the client to understand crucial project priorities. With these priorities in place, O'Dell staff will work toward achieving maximum value in order to meet the determined project budget.

Production of Quality Product

O'Dell Engineering's Project Managers have credible, real-world project experiences, and professional qualifications. Our team utilizes ongoing in-office professional training, vetted processes, and a vast pool of resources to create quality work products and lead projects to success. Project Managers meet regularly to discuss project challenges and lessons learned. Thus, each O'Dell project benefits from the firm's collective experience and knowledge. O'Dell records successes, criticisms, and comments into the formal processes, manuals, and checklists that make up our internal Quality Assurance and Quality Control (QA/QC) process. These mechanisms ensure that each project can be managed better than the one before.

O'Dell has a multi-faceted Quality Assurance program to ensure the highest quality product. O'Dell guarantees that experienced professionals are always available and accessible to clients. Our team continually examines project successes and challenges across all levels and disciplines to identify problems and refine processes to eliminate future recurrences.

O'Dell has developed robust Quality Control mechanisms to eliminate final stage problems. Quality Control is the cornerstone of each successful project delivery cycle. Our QC process includes the completion of a series of checklists, which undergo continuous improvement. Every product is peer-reviewed and approved by experienced project managers before delivery to the client.

Services

For this project, O'Dell proposes to provide landscape architecture, civil engineering, and land surveying services. We regularly provide these services to public agencies in Stanislaus County for parks and recreation projects, including aquatic renovations.

Subconsultants

O'Dell Engineering carries our high standards for project communication and coordination to our relationship with project subconsultants. We have successfully engaged and managed multiple subconsultants on multi-million-dollar projects. We have strong working relationships with our subconsultants and a proven record of success. On this project, the Aquatic Design Group (ADG) will provide aquatic design. O'Dell and ADG have a long-standing relationship. Over the past eleven years, they have worked together on eight projects. The two firms understand how to communicate, how to integrate their services, and how to successfully deliver aquatics projects. We are proud to partner with such a passionate, dedicated, and innovative aquatics specialist.

Introduction to Aquatic Design Group

Since 1984, Aquatic Design Group has worked with clients from around the globe to help bring their dreams to reality. This experience results in quality, efficient design solutions that lead to projects delivered on time and on budget. They have worked on projects of all shapes and sizes in 44 states and 25 countries around the world.

For more than 37 years, Aquatic Design Group has set the standard for quality design and consulting services within the aquatics industry. Their goal is to provide this service with dedication and commitment to the highest possible level of customer satisfaction, delivered professionally by a team of talented individuals who love what they do.

Aquatic Design Group is focused on swimming pool and water feature architectural, structural, mechanical, and electrical design services within the following market segments: parks and recreation, higher education, high schools, hospitality, health care, and anything else that might call for an aquatics specialist. They specialize in all types of water including competition, recreation, leisure, therapy, and ornamental and natural water features.

Plain and simple: they love what they do and they do it well. Their staff of 18 includes a third-generation pool designer; a former distributor of pool equipment and chemicals; an All-American swimmer; a pool contractor with more than 27 years experience building pools; a second-generation waterpark specialist; and others that love playing in the water with or without their families. They know what it takes to bring an aquatic facility to reality. Aquatic Design Group is a highly trained group of talented designers, project managers, technicians, and administrative staff, all guided by a passion for aquatic facilities and those who experience them.

Public Agency Experience

Public Clients

O'Dell Engineering has completed public projects at the Federal, State, utility district, and local government levels. Our firm takes pride in maintaining open communication with all levels of government agencies. A selection of O'Dell's public clients includes:

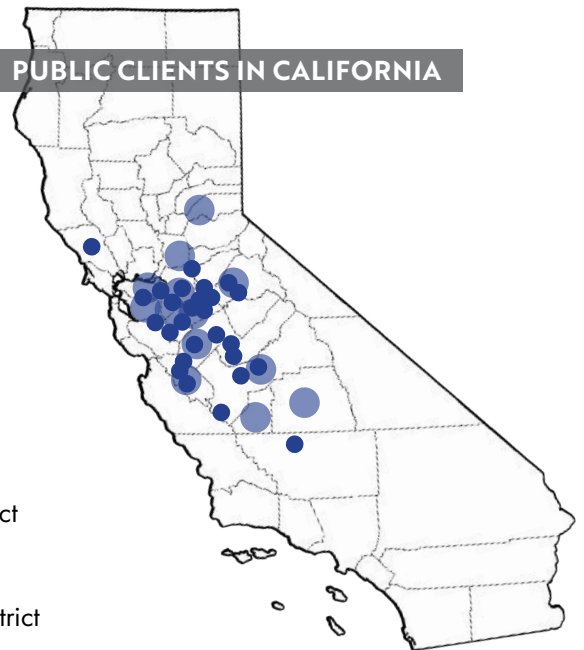
- Cal Water
- Calaveras County Water District
- California Dept. of Corrections and Rehabilitation
- California Dept. of Fish and Game
- California High-Speed Rail Authority
- City of Avenal
- City of Ceres
- City of Chowchilla
- City of Clovis
- City of Earlimart
- City of Escalon
- City of Fresno
- City of Gustine
- City of Hollister
- City of Hughson
- City of Kerman
- City of Lathrop
- City of Lodi
- City of Los Banos
- City of Madera
- City of Manteca
- City of Merced
- City of Modesto
- City of Newman
- City of Patterson
- City of Pleasanton
- City of Ripon
- City of Riverbank
- City of Salinas
- City of Santa Rosa
- City of Sonora
- City of Sunnyvale
- City of Tracy
- **City of Turlock**
- City of Waterford
- Contra Costa Water District
- Cordova Recreation and Park District
- County of Fresno
- County of Merced
- County of San Joaquin
- County of Stanislaus
- County of Tulare
- County of Tuolumne
- Delta Diablo Water District
- Dublin San Ramon Services District
- Grayson Community Services District
- Kings County Area Public Transit
- Linda County Water District
- Livermore Area Rec. and Park District
- Merced Irrigation District
- Sacramento Parks Foundation
- Salida Fire Protection District
- San Jose Water Company
- Santa Clara Valley Water District
- Scotts Valley Water District
- U.S. Bureau of Reclamation
- U.S. Department of Veterans Affairs
- UC Merced
- Veolia Water
- Walnut Creek Unified School District

On-Call Services

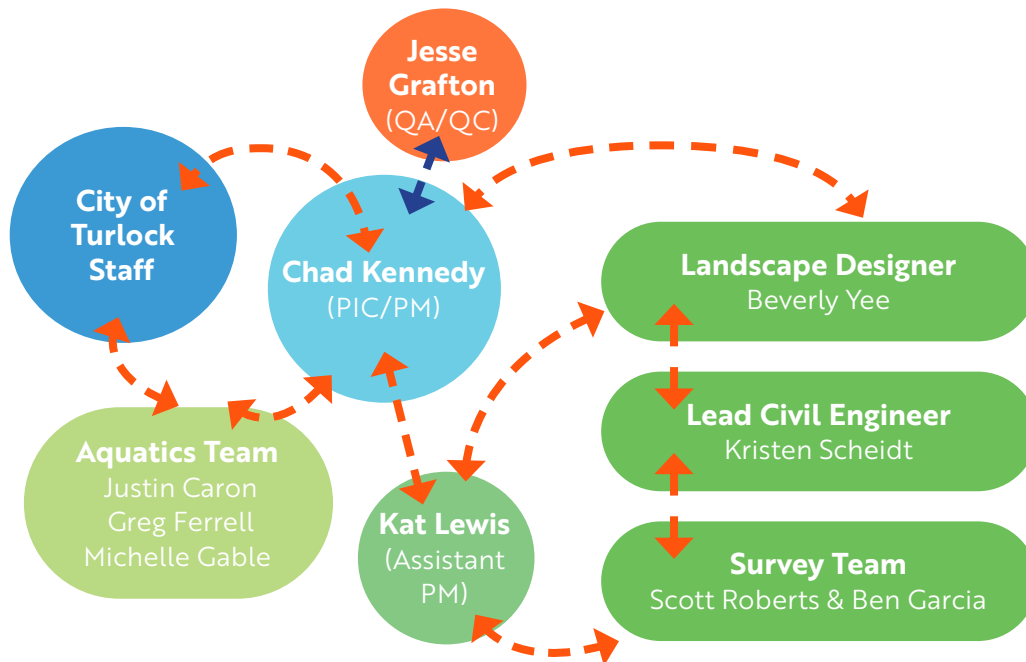
Our on-call client list demonstrates our firm's dedication to a straightforward project approach and tailored client communication. O'Dell has served as an on-call firm for the following public agencies:

- California High-Speed Rail Authority
- Caltrans District 6
- Caltrans District 10
- City of Ceres
- City of East Palo Alto
- City of Fresno
- City of Lincoln
- City of Livermore
- City of Lodi
- City of Los Banos
- City of Manteca
- City of Modesto
- City of Patterson
- City of Pleasanton
- City of Richmond/Veolia Water
- City of Riverbank
- City of Salinas
- City of San Carlos
- City of San Bruno
- City of Santa Rosa
- City of Tracy
- **City of Turlock**
- City of West Sacramento
- Cordova Rec. and Park District
- County of Contra Costa
- County of Fresno
- County of Kern
- County of Merced
- County of Placer
- County of San Benito
- County of San Joaquin
- County of Sonoma
- County of Stanislaus
- County of Tuolumne
- Delta Diablo Water District
- Dixon Unified School District
- Dublin San Ramon Services District
- Groveland Community Services District
- Livermore Area Rec. and Park District
- Mid-Peninsula Water District
- Santa Clara Valley Water District

PUBLIC CLIENTS IN CALIFORNIA



Organizational Chart



Response Time

We understand that the City has meeting dates scheduled for the 30% design, 60% design, 90% design, and 100% design for this project. These dates are shown below. The O'Dell team is committed to maintaining this schedule. We have the resources available to complete this project within the City's desired response time. In addition to the staff shown in this proposal, additional staff resources are available if necessary.

- 30% Design Submission & Project Meeting: July 29, 2021
- 60% Design Submission & Project Meeting: August 19, 2021
- 90% Design Submission & Project Meeting: September 9, 2021
- 100% Design Submission: September 23, 2021

Key Staff Introductions

The following two pages introduce key staff members. Full resumes for the proposed team members are available in Appendix I - Resumes.





Chad Kennedy, PLA, Principal-in-Charge/Project Manager

• Experience: 20+ Years

Chad is extremely passionate about the importance of access to recreation, including aquatic facilities. He believes that properly designed facilities have the power to positively benefit the health and happiness of community members. He is extremely familiar with this project due to his work on the Columbia Park Master Plan. He has designed similar aquatic facilities including the Bonita Pool in Stanislaus County, five Learner Pools in Fresno, the CSU Stanislaus Pool in Turlock, and the Ladera Recreation Center Pool in Portola Valley.

Katherine Lewis, CPSI, Assistant Project Manager

• Experience: 13+ Years

Katherine finds joy in creating recreation facilities that will serve and improve communities. She has supported the development of the Bonita Pool in Stanislaus County, the César Chavez Park Aquatic Facility in Modesto, and the Ladera Recreation Center Pool in Portola Valley. She is very familiar with City of Turlock standards, having provided landscape architecture services on five projects in Turlock. She will work closely with Chad and Justin to provide the best design possible for the Columbia Pool Renovation.



Jesse Grafton, PLA, QA/QC

• Experience: 15+ Years

Jesse is a dedicated Landscape Architect with meticulous attention to construction details. His years of construction documentation experience allow him to easily identify issues with improvement plans. He often provides QA/QC services on facility renovation projects. His role will be critical to the success of the renovation. He was selected for this role due to his experience supporting the Columbia Park Master Plan, as well as significant work on nine other pools and aquatic facilities.

Beverly Yee, Landscape Designer

• Experience: 5+ Years

Beverly is a landscape designer who loves to consider the entire space as she designs it. She undergoes the perspective of a patron as she designs, ensuring that they have a seamless experience as they enjoy the site. On this project, she will evaluate the renovation from a user standpoint and support the landscape repair. She played a key role in the Columbia Park outreach process and has a deep understanding of the community's goals and priorities for this project.



Kristen Scheidt, PE, Civil Engineering Lead

• Experience: 17+ Years

Kristen is a Civil Engineer with a passion for supporting the reinvigoration of public spaces. She often supports recreation renovation projects with grading, drainage, and site design. She ensures that the backbone infrastructure and civil engineering aspects are a positive reflection of the entire space. On this project, Kristen will lead the civil design and will work closely with Chad, Justin, and Katherine to ensure complete integration with the recreational amenities.



Scott Roberts, PLS, Land Surveying Lead

- Experience: 11+ Years

Scott supports park projects with land surveying services, including topographic and boundary surveying. He is passionate about providing exemplary data to support the design of recreational assets. On this project, he will have close communication with Chad, Justin, Katherine, and the field/office surveyors to ensure the right information is acquired and mapped.

Benjamin Garcia, EIT, Assistant Surveyor

- Experience: 12+ Years

Benjamin often assists with topographic and boundary surveying for parks and recreation projects. He will work directly with Scott to complete the land surveying deliverables to support the design of this renovation. He has provided surveying services for over 10 projects in Turlock, including work on the Columbia Park Master Plan. He is experienced with aquatic facilities with key surveying roles on the Foothill High School Pool in Palo Cedro and the César Chavez Aquatic Center in Modesto.



Justin Caron, Principal-in-Charge—Aquatics (Sub)

- Experience: 16+ Years

Justin was selected to serve as the Aquatics Lead due to his long-time experience with O'Dell (11 years and 8 projects together), his ability to provide modern aquatic design, and his familiarity with the City of Turlock and Columbia Pool. He served as the Aquatics Project Manager for the Columbia Park Master Plan. Justin has a lifetime passion for swimming. He was a six-time All American and two-time captain for Auburn University's swim team, has coached at elite camps around the country, and spends most of his free time in the pool with his family.



Greg Ferrell, AIA, Principal—Aquatics (Sub)

- Experience: 13+ Years

Greg will work closely with Justin to support the aquatic design. He has completed over 350 aquatic projects. His experience consists of programming, master planning, concept design, and construction document drawings for municipal aquatic projects. In addition, he has extensive experience with understanding the complexities associated with California recreation projects. He is extremely passionate about the benefits of aquatic facilities and will be dedicated to creating the best possible renovation for the City of Turlock.



Michelle Gable—Aquatics Designer (Sub)

- Experience: 15+ Years

Michelle has experience in the aquatics industry as an operator and programmer. After growing up as a swimmer, Michelle immersed herself in aquatics at Stanford University, serving in management roles on both the competitive and recreational sides of aquatics. Michelle excels at facility and staff management, pool operations, and aquatics programming. She will be responsible for project management, programming, and planning support between the City of Turlock, O'Dell Engineering, and Aquatic Design Group.



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Team References

The references below can supply information on the quality of services provided by O'Dell and ADG in the past two years.

Ken Peterson, Parks Project Coordinator

City of Modesto
kpeterson@modestogov.com
209.571.5515
PO Box 642, Modesto, CA 95354

Work Performed

O'Dell and ADG both have an excellent relationship with the City of Modesto and Ken. The firms are currently working together on the César Chavez Aquatic Center. O'Dell has supported the City of Modesto on over 75 projects and ADG has provided design services on eight. Services have included civil engineering, land surveying, landscape architecture, and aquatic design.

Fred Haldeman, Parks & Facilities Manager

Livermore Area Recreation & Park District
fhaldeman@larpd.org
925.373.5711
4444 East Avenue, Livermore, CA 94550

Work Performed

O'Dell has provided design services on 20 projects for LARPD, including CARPD, CPRS, and ASLA award-winning May Nissen Park Renovation. Projects have included park renovations, playground renovations, trail renovations, community center evaluation, and historic sites. Fred has worked closely with the O'Dell team, including Chad Kennedy.

Patricia Hill Thomas, Chief Operations Officer

County of Stanislaus
thomasp@stancounty.com
209.525.4380
1010 10th Street, Modesto, CA 95354

Work Performed

O'Dell and ADG both have a great relationship with Stanislaus County. O'Dell is an on-call consultant with the County and has provided design services on over 20 projects, including parks, master plans, roadways, and utilities. O'Dell and ADG are currently designing the Bonita Pool Renovation together. Patricia has worked closely with the O'Dell team, including Chad Kennedy.

Stephen Jiang, Deputy Director—Recreation

City of Stockton
stephen.jiang@stocktonca.gov
209.937.8285
425 N. El Dorado St., Stockton, CA 95202

Work Performed

ADG has a long-standing relationship with the City of Stockton, having provided services on three projects. Currently, ADG and O'Dell are supporting the City in the Stockton Parks Master Plan, which includes an aquatic facility update. Stephen has worked closely with ADG.

Chad Gunter, Recreation Supervisor

City of Folsom
cgunter@folsom.ca.us
916.812.8577
50 Natoma Street, Folsom, CA 95630

Work Performed

ADG has a long-standing relationship with the City of Folsom. They have provided aquatic design services on three projects at the Steve Miklos Aquatics Center. Services have been provided over a 20-year period. Chad has worked closely with ADG.

Reference Projects

Columbia Park Master Plan and Outreach: Turlock, CA

O'Dell Engineering and Aquatic Design Group supported the City of Turlock with the Columbia Park Master Plan and Outreach. Together, we provided park master planning assistance to prepare a site design plan and cost estimates for the renovation of Columbia Park. Services included an aquatic facility review and evaluation study, site design, and cost estimates. The outreach services included public meetings, site design revisions, and cost estimating for the planned improvements. Five public meetings were held and input from the community was utilized to create illustrative site plan graphics.

- Agency: City of Turlock
- Contact: Karen Packwood
- Address: 156 S. Broadway, Suite 114, Turlock, CA 95380
- Phone: 800.735.2929
- Total Project Budget: \$27,250 (Planning)

César Chavez Park Renovation and Aquatic Facility: Modesto, CA

O'Dell Engineering and Aquatic Design Group are supporting the City of Modesto with the César E. Chavez Park Renovation Project. César E. Chavez Park is a 6.25-acre City-owned park located in the heart of a diverse urban community in West Modesto. The City of Modesto and the community developed a concept master plan for the park and applied for Proposition 68 funding. After the award of grant funding, the City selected O'Dell and ADG to complete the re-design of the park. Construction documentation is currently being completed for the park. The park renovation includes an Aquatic Center, a building expansion, a skate plaza, sports fields, basketball courts, playgrounds, a picnic pavilion, and outdoor fitness station areas.

The Aquatic Center is the heart of the project and will provide revenue to sustain the facility. It will include a large multi-level aquatic play splash pad structure with water slides, a recreational pool, lounge seating areas, picnic seating areas, landscaping, perimeter and safety fencing, drinking fountains, a restroom building, a locker room, a mechanical room, an equipment storage room, a concession area, a ticketing office, and a lifeguard office. This project is absolutely critical to providing recreational opportunities to this underserved group of the Modesto community. The team is working closely and passionately with the City of Modesto to create the best and most successful park renovation for these deserving members of the Modesto community.

- Agency: City of Modesto
- Contact: Ken Peterson
- Address: PO Box 642, Modesto, CA 95354
- Phone: 209.571.5515
- Total Project Budget: \$757,780 (Design)





Ladera Recreation Center Pool Renovation

Ladera Recreation Center Pool Renovation: Portola Valley, CA

O'Dell Engineering is supporting Ladera Recreation District on a pool renovation project. The project includes upgrades to the existing pool, pool deck, and adjacent lawn areas at the Ladera Recreation Center. The scope of work includes topographic surveying and mapping, conceptual designs, construction documents, and bidding services. Conceptual renderings were also completed to assist the client with fundraising efforts. In addition to mitigating existing slope and drainage issues, the improved recreation center landscape will provide new open social spaces for gatherings. The pool and deck areas will be expanded and upgraded to the current code. New planting additions include a mix of specimen trees and low water-use plantings, with the overall palette designed to meet MWELo water standards.

- Agency: Ladera Recreation District
- Contact: Jennifer Coleman
- Address: 150 Andeta Way, Portola Valley, CA 94028
- Phone: 415.595.7796
- Total Project Budget: \$31,200 (Design)

Bonita Pool Renovation: Stanislaus County, CA

O'Dell Engineering and Aquatic Design Group are supporting Stanislaus County with the Bonita Pool Renovation and Park Improvements Project in Crows Landing, CA. Stanislaus County received Prop 68 grant funding to renovate this 1.25-acre park. The project includes the design and preparation of improvement plans for a pool and deck renovation, a new restroom, new fencing, a playground, an irrigation system, tables and benches, bollards, access walkways, trees, a drinking fountain, and signage. Services include site analysis, data collection and review, topographic surveying and mapping, a preliminary site plan, bridging documents, and bidding services.

- Agency: County of Stanislaus
- Contact: Patricia Hill Thomas
- Address: 1010 10th Street, Modesto, CA 95354
- Phone: 209.525.4380
- Total Project Budget: \$76,545 (Design)

Steve Miklos Aquatic Center and Improvements: Folsom, CA

Aquatic Design Group provided programming, planning, construction documentation, and construction observation for the construction of a 25-yard x 51-meter competition pool with a movable bulkhead, a 4,712-square-foot recreation pool with water slide, a wet play structure with zero-depth entry, and a 2,475-square-foot instructional pool for the City of Folsom in 2001. In 2017, Aquatic Design Group's relationship continued with the City of Folsom when they were retained to assist the City in preparation of a master plan design package for the development of potential new amenities at the existing aquatic center. In 2020, 19 years after the construction of the original project, ADG provided design, engineering, and construction observation services for resurfacing the competition pool and swimming pool deck replacement with water slide refurbishment. The project was split into two phases with the competition pool and the decks in Phase 1, and the instructional and activity pool and decks in Phase 2. The project included replacement of the existing climb-on structure, re-leveling of the gutters, new conduit for the e-stop button and lifeguard communication tower, as well as future connections for a Swimex to be added later.

- Agency: City of Folsom
- Contact: Chad Gunter
- Address: 50 Natoma Street Folsom, CA 95630
- Phone: 916.812.8577
- Total Project Budget: \$5,378,660 (Design and Construction)



Patterson Aquatic Center



Additional Projects

Aquatic Center: Patterson, CA

Aquatic Design Group provided programming, planning, construction documentation, and construction observation for the development of a 60' x 75' multi-use competition pool and a 2,000-square-foot recreation/exercise pool for the City of Patterson.

Learner Pool Upgrades (5): Fresno, CA

O'Dell Engineering and Aquatic Design Group supported the City of Fresno with design services for five learner pool upgrades located at community centers across Fresno, CA. Design documents for pools at Einstein Park, Fink-White Park, Pinedale Park, Quigley Park, and Romain Park were completed.

CSU Stanislaus Pool Renovation: Turlock, CA

O'Dell Engineering supported the California State University Stanislaus with their pool renovation project. This project included a pool, a deck, fencing, gates, a mechanical/storage building, ADA restroom upgrades in an adjacent locker room, ADA parking, and path of travel upgrades. Services were provided for a schematic design, design development, construction documentation, bidding, and construction administration. Responsibilities included ADA grading and drainage, underground utilities (storm, sewer, and water), landscape plans, stormwater management plan, responses to RFIs, and review of shop drawings.

Cordova Community Pools Replacement: Rancho Cordova, CA

Aquatic Design Group was retained to assist in the preparation of two conceptual design packages for the development of a new aquatic center. Upon finalizing the design concept, Aquatic Design Group was retained to provide design, engineering, and construction observation services for the new, two-pool configuration currently under construction. The new aquatic facility includes a 10-lane x 25-yard competition pool and a 2,300-square-foot activity pool featuring a zero-depth entry with water play toys that transition to a section of the pool that features two (2) short-lanes ideal for therapy and learn-to-swim programs.

Additional Team Aquatics Experience
Featured Project -Alga Norte Aquatic Center: Carlsbad, CA



Joe Wilson Pool



Gauche Park





Additional Projects

- White Rock Park Splash Pad: Rancho Cordova, CA
- Sunridge Park Splash Pad: Rancho Cordova, CA
- Prince Gateway Park Splash Pad: Santa Rosa, CA
- Grant Union High School Aquatic Center: Sacramento, CA
- Northgate High School Aquatic Center: Walnut Creek, CA
- Gilroy Gardens Water Oasis: Gilroy, CA
- Vineyard Community Center Aquatics: Sacramento, CA
- North Valleys Water Splash Park: Washoe County, NV
- Balboa Park Pool Renovation: San Francisco, CA
- Mission Swimming Pool Renovation: San Francisco, CA
- Swim Center Renovation: Richmond, CA
- Community Recreation Center Pool Renovation: Temecula, CA
- Central Park Aquatic Center: Roseville, CA
- Aquatics Complex: Roseville, CA
- Splash! Swim School: San Ramon, CA
- Recreation Center: West Sacramento, CA

Memorial Pool



Woodbury Recreation Center



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Project Understanding

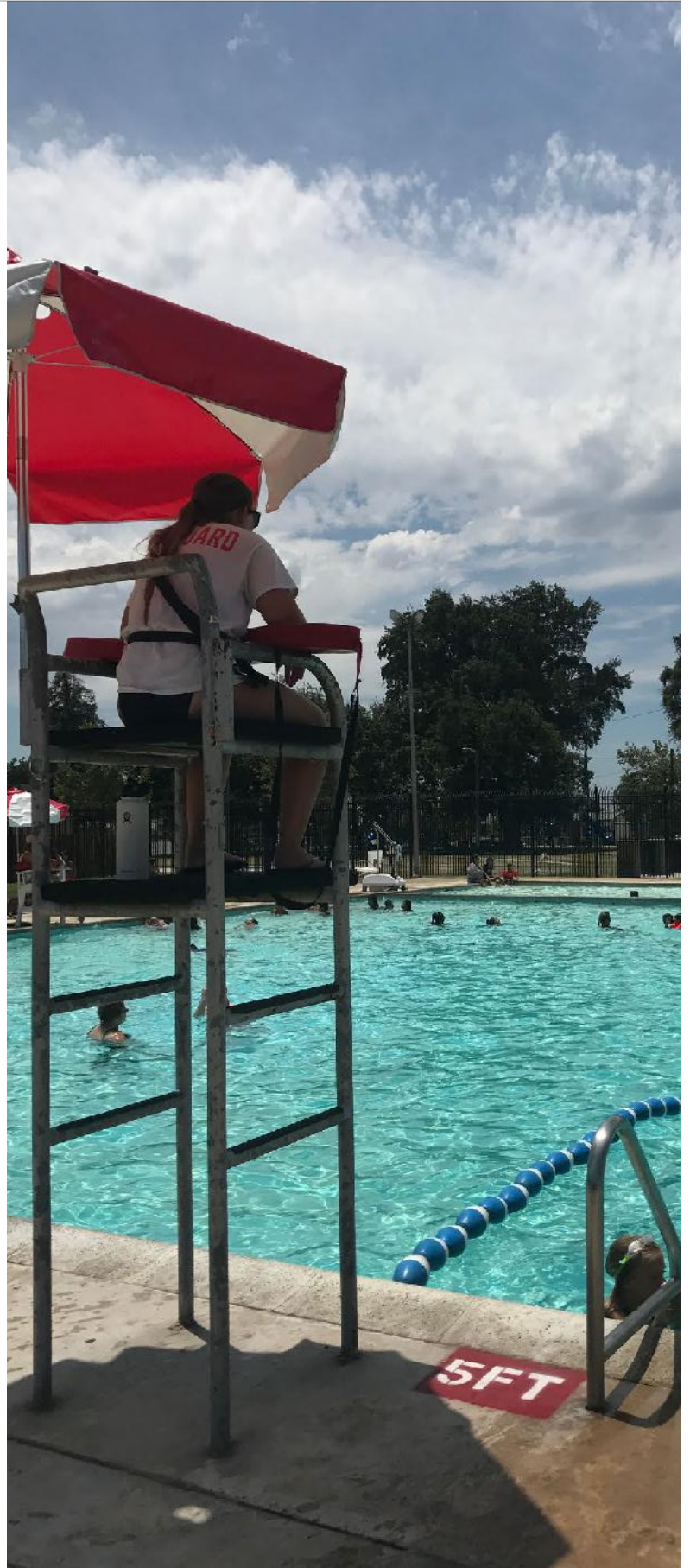
Having worked with the City of Turlock on this project since the summer of 2019 to develop a needs assessment, a master plan study, and a public outreach program for the Columbia Pool, the entire design team shown here truly understands the issues the City is facing with this facility. The Columbia Pool was first completed in 1957 and has been updated and renovated as needed since that time. The splash pad was finished in 2010, and together both amenities have provided crucial recreation, programs, and services to the Turlock community. However, both the splash pad and pool are now showing their age and need renovation work to continue serving the community for generations to come.

The community was very engaged during the outreach process and provided great insight into how they wanted the project to move forward (**Over 800 citizens participated in the survey!**) That information was ultimately presented to the City Council and was utilized to move forward with an effort to repair the facility. At that time, the City Council decided to proceed with Master Plan Option #1, which was focused mainly on code deficient repairs for the facility.

The swimming pool will require new plaster and tile, and the removal of the wall projections which are code and safety concerns. In addition, the mechanical and chemical systems are outdated and need replacement to ensure safe code-compliant operations, along with the added benefit of lowering operations costs. The swimming pool deck also needs to be removed and replaced to include deck drainage to be in compliance with code and best practices.

The project will likely include minor cosmetic updates for the splash pad including repainting the features and resurfacing the wet deck. In addition, the project includes building improvements to increase fixture counts for code compliance and an update to the aging building.

It is highly fitting this project is gaining momentum in the month of May. **May is National Water Safety Month** and in addition to providing a place to gather and cool off on hot summer days, a vitally important role this facility plays in the Turlock community is its ability to serve people that are learning how to swim. Swim lessons save lives and build confidence. Restoring the Columbia Pool is a crucial investment for the Turlock community that will see invaluable returns for the foreseeable future.



Work Plan

Project Initiation

A meeting will be held with staff, during which our proprietary Client Communication Program is started and the following typical items are discussed:

- Introduce staff and project partners to the consulting team.
- Review objectives of the project, scope of services, deliverable expectations, and schedule.
- Confirm project parameters and limits of work.
- Collect available project data.
- Establish meeting and presentation schedules, and communication channels.
- Review applicable standards.
- Review project budget and billing.
- Complete Client Communication Program.

Site Analysis & Research

Research objectives will include a detailed review of project history and existing park site information including topographic surveys. A site visit will be conducted and site photographs will be taken.

- **Contextual Analysis:** Analyze existing elements within the proposed site to guide design. Items such as prevailing winds, soil type, local demographics, etc. will be reviewed.
- **Topographic Survey:**
 - » Perform a topographic survey of all hardscape and softscape, including grade breaks, high points, and low points. In flat areas, measure spot elevations in a grid pattern at 50-foot intervals.
 - » Locate surface-visible utility features and improvements, such as signs, fences, walls, buildings, striping, driveways, walkways, drainages, lights, poles, bollards, general limits of landscaped areas, USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, trees >6" DBH and standpipes.
 - » At manholes and accessible structures measure invert elevation of all gravity storm drains and sewer pipes
- **Utility Review:** The existing electrical lines, underground infrastructure, and easements on the property will be reviewed. Request letters to local utility companies that may have facilities on or near the subject parcel will be sent.

Preliminary Design 30/60%

Following the site analysis and research phase, the team will prepare preliminary plans for submittal to City staff.

The 30% preliminary plans will highlight preliminary site features, amenities, and surfacing. This package will include the following preliminary plans at a minimum:

- Project Information
- Site Plan/Existing Conditions
- Grading and Utilities Plan
- Site Finishes and Features Plan
- Pool Layout Plans
- Mechanical Room Layout Plans
- Applicable Construction Details
- Preliminary Engineer's Estimate
- Building Cut Sheets
- Draft Technical Specifications

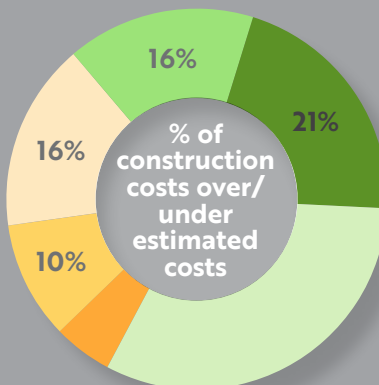
This 60% preliminary package will include the following at a minimum:

- Project Information
- Existing Conditions Plan
- Demolition Plan
- Horizontal Control Plan
- Grading, Drainage, and Utilities Plan
- Erosion Control Plan
- Pool Layout Plans
- Mechanical Room Layout Plans
- Planting and Irrigation Repair Plans
- Building Floor Plans and Sections
- Applicable Construction Details
- Draft Technical Specifications
- Preliminary Engineer's Estimate

Cost Estimating

Difference in Actual Construction Costs vs. Estimated Costs
(For Past 5 Years Similar Projects)

Over	Under
>15%	<15%
>10%	<10%
>5%	<5%





PS&E 90/100%

Following the approval of preliminary plans, the team will prepare final site improvement plans for permitting. Improvement plans include routine information normally required by governing agencies. The scope of work will include three packages: 90% construction documents with draft specifications, 100% construction documents with updated specifications, and bid documents including final specifications. The County Health Department submittal will occur at the 90% completion stage. This service will include the following tasks:

- Project Information
- Site Plan
- Title Sheet
- Existing Conditions Plan
- Demolition Plan
- Underground Utilities Plan
- Grading and Drainage Plan
- Erosion Control Plan
- Pool Layout Plans
- Mechanical Room Layout Plans
- Planting and Irrigation Repair Plans
- Structure Sections, Plans, and Details
- Construction Quantities and Estimates
- Technical Specifications (City to Provide Boilerplate Specifications)



Meetings

A progress meeting will be held at each submittal stage (30%, 60%, and 90%) and as noted in the other section of the scope listed prior. An agenda will be prepared prior to, and minutes will be provided after, each meeting.

Limitations and Understandings

- All governmental/regulatory fees to be provided by the City.
- It is assumed that all structures will be pre-manufactured with deferred structural packages.
- It is assumed that environmental planning for the project is complete.
- Does not include any adjustments to City standard details.
- This scope does not include significant changes at the 60% submittal stage or later, including revisions due to bid results or resulting value engineering efforts.
- Any permits, designs, tests, and infrastructure will be provided by others.
- Does not include improvements to the existing building.
- Does not include geotechnical investigation or engineering.

Project Scope

- Code Repairs including the following:
 - Lack of swimming pool floor inlets
 - Cracking decks and lack of in-deck drainage
 - Plaster finish replacement
 - Lack of code-compliant "no diving" graphic deck markers
 - Lack of flow meter
 - Lack of hose bibs
 - Perimeter fencing compliance
 - Waterline tile failing
 - Mechanical enclosure lack of proper signage
 - Chemical storage area lack of proper signage
 - Lack of proper safety signage
 - Mechanical enclosure lack of emergency eyewash shower station
 - Lack of depth marker indicative of 4'-6" depth
 - Non-compliant pool projections
 - Lack of code-compliant restroom fixture count for swimming pool
 - Lack of pool access for disabilities
 - Ladder clearance distance from swimming pool wall
 - Main drain review for VGBA and AB1020 compliance
 - Mechanical equipment replacement
 - Chemical equipment replacement and relocation
 - Sprayground wet deck resurfacing
 - Sprayground feature refinishing
 - Steel piping rust and corrosion



Project Approach

Our approach is to work closely as a team and with the City to create the best possible renovation to the Columbia Pool for the community. We will take our relationship with the City, our experience as a team, and our knowledge of this facility to complete a successful renovation. Our collaborative approach includes identifying every project need, establishing a project program and scope, and setting early expectations for all stakeholders to allow the project to flow quickly from kick-off through design and into plan approvals and construction.

We will work closely with the City of Turlock and the rest of the design team to come up with renovation solutions that will serve the project for years to come. Though this proposal includes a scope of work that concludes at design, we would be happy to continue supporting the City through construction. If the City would like to extend the contract, our team will act on the City of Turlock's behalf during the construction phase to make sure the Columbia Pool Renovation is implemented as it was envisioned.

Aquatic Design Group, the aquatic design sub-consultant on this project, has been at the forefront of the movement to make pools not only safer but more energy efficient. Standard design practice at Aquatic Design Group is to always design and specify systems and products that are as high-quality for the environment as they are for the end-user. Special attention is paid to the preferences and experience of staff members and the local supply chain. Giving operators the tools to properly and efficiently operate their facilities is one of the most impactful results of an integrated design. They are uniquely qualified to deliver project design and construction documents unequaled in the industry.

This design team has the experience and background to provide designs and documents that are more constructible than any other team in the industry. This level of expertise translates to helping the City of Turlock renovate and develop a pool that is more sustainable for the lowest possible construction cost, while also enjoying the lowest possible operational cost for many years to come.

Two Important Recommendations

Intent to Split Project Documents



One pitfall that this team would like to avoid during the permitting process is a complete renovation of the splash pad due to environmental health, and water conservation codes. As the splash pad is outside the aquatic facility and not tied to any facility infrastructure, **it is our recommendation that a separate plan set is prepared for improvements to the splash pad.** This will ensure that the splash pad is not reviewed as part of the aquatics center and treated separately on its own. If this approach is not taken, it is very possible that the plumbing for the splash pad will need to be tied to the pool equipment, an outdoor shower would be needed and access to a new restroom would be needed.

Prefabricated Restroom



We recognize that the existing restroom/concessions building is not within the scope of work for this project. There is, however, overlap between restroom fixture requirements and code compliance. This opens up a whole new dimension to the project with regards to ADA compliance and access to the facility. Again, in an attempt to avoid a potential pitfall during the County Environmental Health Department review, we are suggesting that a new prefabricated restroom be added to the project. This would help meet the fixture requirements and accessibility requirements while avoiding an expensive and laborious upgrade effort for the existing building. We believe this can be done in a clever way so as not to appear as a patch, but as a thoughtful addition to the facility.



Chad Kennedy, PLA, Principal-in-Charge/Project Manager **O'Dell Engineering**

Mr. Kennedy was selected to serve as the Principal-in-Charge and Project Manager of the Columbia Pool Renovation Project due to his experience on the Columbia Park Master Plan, his connection and understanding of the Turlock community, and his experience designing aquatic facilities.

Selected Professional Experience

Columbia Park Master Plan and Outreach: Turlock, CA

O'Dell and ADG supported the City of Turlock with the Columbia Park Master Plan and Outreach. Together, we provided park master planning assistance to prepare a site design plan and cost estimates for the renovation of Columbia Park. Services included an aquatic facility review and evaluation study, site design, and cost estimates. The outreach services included public meetings, site design revisions, and cost estimating for the planned improvements. Five public meetings were held and input from the community was utilized to create illustrative site plan graphics. Mr. Kennedy served as Principal-in-Charge and Project Manager.

César Chavez Park Renovation and Aquatic Facility: Modesto, CA

O'Dell and ADG are supporting the City of Modesto with the César E. Chavez Park Renovation Project. César E. Chavez Park is a 6.25-acre City-owned park located in the heart of a diverse urban community in West Modesto. Construction documentation is currently being completed for the park. The park renovation includes an Aquatic Center, a building expansion, a skate plaza, sports fields, basketball courts, playgrounds, a picnic pavilion, and outdoor fitness station areas. The Aquatic Center is the heart of the project and will provide revenue to sustain the facility. It will include a large multi-level aquatic play splash pad structure with water slides, a recreational pool, lounge seating areas, picnic seating areas, landscaping, perimeter and safety fencing, drinking fountains, a restroom building, a locker room, a mechanical room, an equipment storage room, a concession area, a ticketing office, and a lifeguard office. Mr. Kennedy is serving as Principal-in-Charge and Project Manager.

Ladera Recreation Center Pool Renovation: Portola Valley, CA

O'Dell is supporting Ladera Recreation District on a pool renovation project. The project includes upgrades to the existing pool, pool deck, and adjacent lawn areas at the Ladera Recreation Center. The scope of work includes topographic surveying and mapping, conceptual designs, construction documents, and bidding services. Mr. Kennedy is serving as Principal-in-Charge.

Learner Pool Upgrades (5): Fresno, CA

O'Dell and ADG supported the City of Fresno with design services for five learner pool upgrades located at community centers across Fresno, CA. Design documents for pools at Einstein Park, Fink-White Park, Pinedale Park, Quigley Park, and Romain Park were completed. Mr. Kennedy served as Principal-in-Charge.

CSU Stanislaus Pool Renovation: Turlock, CA

O'Dell supported the California State University Stanislaus with their pool renovation project. This project included a pool, a deck, fencing, gates, a mechanical/storage building, ADA restroom upgrades in an adjacent locker room, ADA parking, and path of travel upgrades. Services were provided for a schematic design, design development, construction documentation, bidding, and construction administration. Mr. Kennedy served as Principal-in-Charge of Landscape Architecture.

Experience

- 20+ Years Experience
- 16+ Years at O'Dell Engineering

Education

- Master of Landscape Architecture, Utah State University
- BS, Horticulture, Brigham Young University

Professional Registrations

- Landscape Architect No. 5426, CA
- LEED AP
- ISA Certified Arborist
- NRPA CPSI No. 35888-1019

Professional Affiliations

- ASLA: Chair, Council of Professional Practice Networks
- CPRS
- Stanislaus County Parks and Recreation: Commissioner
- Modesto Downtown Urban Design Group
- Modesto Architecture Festival Planning Committee



Justin Caron, Principal, Aquatics Lead
Aquatics Design Group (ADG)

Mr. Caron was selected to serve as the Aquatics Lead for the Columbia Pool Renovation Project due to experience on the Columbia Park Master Plan, his long-time experience with O’Dell (11 years and 8 projects together), his ability to provide modern aquatic design, and his familiarity with the City of Turlock. Mr. Caron has a lifetime passion for swimming. He was a six-time All American and two-time captain for Auburn University’s swim team, has coached at elite camps around the country, and spends most of his free time in the pool with his family.

Selected Professional Experience

Columbia Park Master Plan and Outreach: Turlock, CA

O’Dell and ADG supported the City of Turlock with the Columbia Park Master Plan and Outreach. Together, we provided park master planning assistance to prepare a site design plan and cost estimates for the renovation of Columbia Park. Services included an aquatic facility review and evaluation study, site design, and cost estimates. The outreach services included public meetings, site design revisions, and cost estimating for the planned improvements. Five public meetings were held and input from the community was utilized to create illustrative site plan graphics. Mr. Caron served as the Aquatics Lead.

César Chavez Park Renovation and Aquatic Facility: Modesto, CA

O’Dell and ADG are supporting the City of Modesto with the César E. Chavez Park Renovation Project. César E. Chavez Park is a 6.25-acre City-owned park located in the heart of a diverse urban community in West Modesto. Construction documentation is currently being completed for the park. The park renovation includes an Aquatic Center, a building expansion, a skate plaza, sports fields, basketball courts, playgrounds, a picnic pavilion, and outdoor fitness station areas. The Aquatic Center will include a large multi-level aquatic play splash pad structure with water slides, a recreational pool, lounge seating areas, picnic seating areas, landscaping, perimeter and safety fencing, drinking fountains, a restroom building, a locker room, a mechanical room, an equipment storage room, a concession area, a ticketing office, and a lifeguard office. Mr. Caron is serving as the Aquatics Lead.

Learner Pool Upgrades (5): Fresno, CA

O’Dell and ADG supported the City of Fresno with design services for five learner pool upgrades located at community centers across Fresno, CA. Design documents for pools at Einstein Park, Fink-White Park, Pinedale Park, Quigley Park, and Romain Park were completed. Mr. Caron served as the Aquatics Lead.

Vineyard Community Center Aquatics: Sacramento, CA

Mr. Caron worked with the Southgate Recreation & Park District in the development of a new aquatic center with a splash pad at the Vineyard Community Center in Sacramento, CA. The final result is a 6,550-square-foot lap pool, 4,450-square-foot activity pool, and interactive splash pad the community can experience.

Cordova Community Pools Replacement: Rancho Cordova, CA

ADG was retained to assist in the preparation of two conceptual design packages for the development of a new aquatic center. Upon finalizing the design concept, ADG provided design, engineering, and construction observation services for the new, two-pool configuration currently under construction. The new aquatic facility includes a 10-lane x 25-yard competition pool and a 2,300-square-foot activity pool featuring a zero-depth entry with water play toys that transition to a section of the pool that features two (2) short-lanes ideal for therapy and learn-to-swim programs. Mr. Caron served as the Aquatics Lead.

Experience

- 16+ Years Experience
- 16+ Years at ADG

Education

- Master of Business Administration, Capella University
- BA, Communication & Psychology, Auburn University

Professional Registrations

- Certified Aquatic Facility Operator (AFO)

Professional Affiliations

- California Parks & Recreation Society
- College Swimming Coaches Association
- National Recreation & Park Association
- USA Swimming
- World Waterpark Association Innovation & Technology Committee



Katherine Lewis, CPSI, Assistant Project Manager

O'Dell Engineering

On this project, Ms. Lewis will serve as Assistant Project Manager. She was selected for this role due to her experience in aquatic facilities, familiarity with the City of Turlock, and coordination expertise. She is extremely passionate about the design and safety of recreational spaces. She will work closely with Mr. Kennedy to ensure this renovation leaves the Turlock community with an amazing aquatic asset.

Professional Experience

Bonita Pool Renovation: Stanislaus County, CA

O'Dell and ADG are supporting Stanislaus County with the Bonita Pool Renovation and Park Improvements Project in Crows Landing, CA. The project includes the design and preparation of improvement plans for a pool and deck renovation, a new restroom, new fencing, a playground, an irrigation system, tables and benches, bollards, access walkways, trees, a drinking fountain, and signage. Ms. Lewis is serving as Assistant Project Manager.

César Chavez Park Renovation and Aquatic Facility: Modesto, CA

O'Dell and ADG are supporting the City of Modesto with the César E. Chavez Park Renovation Project. Construction documentation is currently being completed for the park. The Aquatic Center will include a large multi-level aquatic play splash pad structure with water slides, a recreational pool, lounge seating areas, picnic seating areas, landscaping, perimeter and safety fencing, drinking fountains, a restroom building, a locker room, a mechanical room, an equipment storage room, a concession area, a ticketing office, and a lifeguard office. Ms. Lewis is serving as Landscape Designer.

Experience

- 13+ Years Experience
- 5+ Years at O'Dell Engineering

Education

- BS, Landscape Architecture, Cal Poly

Professional Registrations

- NRPA Certified Playground Safety Inspector No. 42775-0821



Greg Ferrell, AIA, Principal—Aquatics

Aquatics Design Group (ADG)

Mr. Ferrell will work closely with Justin to support the aquatic design. He was selected for this role due to his experience on the Columbia Park Master Plan, his passion for aquatic design, and his understanding of the complexities associated with California recreation projects. He has completed over 350 aquatic projects. He is extremely passionate about the benefits of aquatic facilities and will be dedicated to creating the best possible renovation for the City of Turlock.

Selected Professional Experience

Columbia Park Master Plan and Outreach: Turlock, CA

O'Dell and ADG supported the City of Turlock with the Columbia Park Master Plan and Outreach. Together, we provided park master planning assistance to prepare a site design plan and cost estimates for the renovation of Columbia Park. Services included an aquatic facility review and evaluation study, site design, and cost estimates. The outreach services included public meetings, site design revisions, and cost estimating for the planned improvements. Five public meetings were held and input from the community was utilized to create illustrative site plan graphics. Mr. Ferrell served as Principal.

Aquatic Center: Patterson, CA

ADG provided programming, planning, construction documentation, and construction observation for the development of a 60' x 75' multi-use competition pool and a 2,000-square-foot recreation/exercise pool for the City of Patterson. Mr. Ferrell served as Principal.

Experience

- 13+ Years Aquatics Experience
- 13+ Years at ADG

Education

- Bachelor of Architecture, Cal Poly, Pomona
- BS, Civil Engineering, Brigham Young University

Professional Registrations

- Architect No. C-35802, CA



Jesse Grafton, PLA
QA/QC

Experience

- 15+ Years Experience
- 8+ Years at O'Dell Engineering

Education

- BS, Landscape Architecture, Washington State University

Professional Registrations

- Landscape Architect No. 6127, CA
- LEED AP

Professional Experience

- Columbia Park Master Plan and Outreach: Turlock, CA
- CSU Stanislaus Pool Renovation: Turlock, CA
- Northgate High School Aquatic Center: Walnut Creek, CA
- Turlock Transit Center: Turlock, CA
- Grant Union High School Aquatic Center: Sacramento, CA
- Bonita Pool Renovation: Stanislaus County, CA
- Learner Pools (5): Fresno, CA



Beverly Yee
Landscape Designer

Experience

- 5+ Years Experience
- 2+ Years at O'Dell Engineering

Education

- BS, Landscape Architecture, University of California, Davis

Professional Experience

- Columbia Park Master Plan and Outreach: Turlock, CA
- César Chavez Park Renovation and Aquatic Facility: Modesto, CA
- EmPOWERment Park: Sacramento, CA
- Irrigation Retrofit: Sunnyvale, CA
- Madera Parks Projects: Madera, CA
- Miracle League Fields: Redwood City, CA
- Preschool Outdoor Play Area: Sunnyvale, CA



Kristen Scheidt, PE
Civil Engineering Lead

Experience

- 17+ Years Experience
- 4+ Years at O'Dell Engineering

Education

- BS, Civil Engineering, Cal Poly, San Luis Obispo

Professional Registrations

- Registered Civil Engineer No. 75665, CA

Professional Experience

- César Chavez Park Renovation and Aquatic Facility: Modesto, CA
- Safe Routes to Schools: Turlock, CA
- Ralston Tower Playground: Modesto, CA
- Valley Children's Hospital Park: Madera, CA
- TRRP Neece Drive Boat Launch: Modesto, CA



Scott Roberts, PLS
Land Surveying Lead

Experience

- 11+ Years Experience
- 5+ Years at O'Dell Engineering

Education

- BS, Geomatics Engineering, California State University, Fresno

Professional Registrations

- Professional Land Surveyor No. 9235, CA

Professional Experience

- Foothill High School Pool: Palo Cedro, CA
- Water Main Replacement: Turlock, CA
- Community Pool: Concord, CA
- Learner Pools (5): Fresno, CA
- Safe Routes to Schools: Turlock, CA
- Ladera Recreation Center Pool Renovation: Portola Valley, CA



Benjamin Garcia, EIT
Assistant Surveyor

Experience

- 12+ Years Experience
- 6+ Years at O'Dell Engineering

Education

- BS, Civil Engineering, University of the Pacific, Stockton

Professional Registrations

- Engineer-in-Training No. 138707, CA

Professional Experience

- Columbia Park Master Plan and Outreach: Turlock, CA
- César Chavez Park Renovation and Aquatic Facility: Modesto, CA
- Foothill High School Pool: Palo Cedro, CA
- California State University Stanislaus Study Area: Turlock, CA
- Main Canal Bike Path: Ceres, CA
- Centennial Park: Madera, CA
- Knox Park: Madera, CA
- Multi-Generational Center: Fresno, CA



Michelle Gable
Aquatics Designer

Experience

- 15+ Years Experience
- 2+ Years at ADG

Education

- BA, International Relations, Stanford University

Professional Registrations

- Certified Aquatic Facility Operator (AFO)
- Certified Pool Operator (CPO)
- Lifeguarding Instructor (LGI)
- Lifeguarding (LG)
- CPR/AED for the Professional Rescuer (CPRO)
- First Aid for Public Safety Personnel (Title 22)
- Water Safety Instructor (WSI)

Professional Experience

- Columbia Park Master Plan and Outreach: Turlock, CA
- Diablo Valley College Swim Complex: Pleasant Hill, CA
- Hoover Park Pool: Redwood City, CA
- Lakeport Recreation Center: Lakeport, CA
- Monroe Street Pool Renovation: Carlsbad, CA
- Saddleback College Pools Rehabilitation: Mission Viejo, CA
- Santa Clarita Aquatic Center: Santa Clarita, CA
- Palomar College Aquatic Center: San Marcos, CA

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Contract Review

Proposed Language Adjustments

The following adjustments to the contract language are requested. Requested additions are noted in blue and remissions are noted in red:

8. **Time of Performance.** Professional warrants that it will commence performance of the Services within () 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, **and Professional shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project.** Notwithstanding any clause in this Agreement to the contrary, Professional expressly disclaims all express or implied warranties and guarantees with respect to the quality of performance of professional services.

12.1. **Qualifications.** Professional represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary **professional** 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, **and will assist the City in obtaining any necessary permits.** 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 **ordinarily** observed on similar ~~successfully completed~~ projects by **specialists professionals** 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 (**herein the "Standard of Care"**). All work or products completed by Professional shall be completed ~~using the best practices available for the profession~~ **accordance with this Standard of Care.** 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.

13. **Conformity with Law and Safety.** Professional shall **exercise the Standard of Care** to 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~~ **shall** be in accordance with **the Standard of Care in order to be in compliance with** these laws, ordinances, codes and regulations. Professional's failure to **exercise the Standard of Care** 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.~~ **City acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. Professional will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. Professional, however, cannot and does not warrant or guarantee that the work will comply with the interpretation of such requirements by others.**

18. **Suspension of Services by City.** 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~~ **a court of competent jurisdiction in the state in which the project is located.** 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~~

APPENDIX II - SUGGESTED REVISIONS TO PROFESSIONAL SERVICES AGREEMENT

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~~ litigation, 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. ~~City agrees to indemnify, defend and hold Professional harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer or modification of the Products, except on projects where Professional has been retained to provide services.~~

All Products shall become the property of City irrespective of where located or stored, ~~provided Professional has been paid all undisputed invoice amounts due~~, 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.

Notwithstanding the foregoing, Professional shall retain ownership to any of its standard drawings, documents, details and specifications ("Professional's Standards") that may be incorporated into such Products. City shall be granted a nonexclusive license to use Professional's Standards as part of its use of the Products.

20. Termination of Work by City for Its Convenience.

(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~~ a court of competent jurisdiction in the state in which the project is located.

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~~ a court of competent jurisdiction in the state of California. ~~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~~

APPENDIX II - SUGGESTED REVISIONS TO PROFESSIONAL SERVICES AGREEMENT

~~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.~~

25.3 Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers ~~and~~, 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.

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 (~~excluding professional liability and workers compensation~~) 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.

APPENDIX II - SUGGESTED REVISIONS TO PROFESSIONAL SERVICES AGREEMENT

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 (~~but, for claims alleging professional liability, shall not defend~~), indemnify and hold harmless City and City's Agents from and against any and all third party tort claims ("Claims"), and the 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 ~~such Claims, pertain to, or relate to the extent caused by the negligent~~ acts or omissions of Professional, or ~~any direct or indirect~~ its 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. **Limitation of 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, and Professional and City waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by Professional, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.

To the fullest extent permitted by law, the total liability, in the aggregate, of Professional, Professional's officers, directors, partners, employees, agents, and subconsultants, to City, and anyone claiming by, through, or under City for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Professional or \$100,000, whichever is greater.

51. **Attorney's Fees and Costs.** If any action at law or in equity not resolved pursuant to the "~~Arbitration of~~ Disputes" section of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled. "Prevailing party" is defined as: the party who recovers at least 67% of its total claims in the action or who is required to pay no more than 32% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for monetary damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the Prevailing Party.

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

May 7, 2021

City of Turlock
Development Services Department
Engineering Division
Attention: Randall Jones, Associate Engineer
156 South Broadway, Suite 150
Turlock, CA 95380

Re: Proposal for Engineering and Surveying Services for Columbia Pool Renovation (City Project No. 19-51)

Dear Mr. Jones,

The following pricing proposal is based upon a careful evaluation of project needs, requested scope, contract obligations, and our past experience with similar projects. The costs indicated reflect the estimated time and effort by the O'Dell Engineering team and all sub-consultants, needed to successfully complete the project as described. Expected reimbursable costs are incorporated into each task cost. Hourly rates as shown in the fee schedule include all overhead costs including travel and internal printing needs.

TASK	FEE	PROJECTED HOURS
Task 1 - Preliminary Design (30% Design Submittal) -	\$39,472	209
Task 2 - Preliminary Design (60% Design Submittal) -	\$53,358	295
Task 3 - 90% Design Plans, Specifications, and Estimate -	\$48,766	188
Task 4 - Construction Ready Plans, Specifications, and Estimate -	\$6,934	138
Total Estimated Fees	\$148,530	830

Thank you for the opportunity to offer a proposal on your project.

Sincerely,



Chad Kennedy, PLA, Principal Landscape Architect
1165 Scenic Drive, Suite A, Modesto, CA 95350
Direct: 209.497.4057
ckennedy@odellengineering.com

O'Dell Engineering Fee Schedule

Position Classification:	Regular Hourly Rate:
Principal	\$215
Senior Civil Engineer	\$185
Senior Engineer 2	\$175
Senior Engineer 1	\$165
Engineer 2	\$155
Engineer 1	\$145
Assistant Engineer 2	\$125
Assistant Engineer 1	\$110
Senior Landscape Architect	\$155
Landscape Architect 2	\$135
Landscape Architect 1	\$125
Landscape Designer 2	\$115
Landscape Designer 1	\$105
Planner	\$155
Assistant Planner	\$125
Dry Utility Project Manager 2	\$150
Dry Utility Project Manager 1	\$135
Utility Engineer	\$121
CADD Operator 2	\$95
CADD Operator 1	\$80
Senior Land Surveyor	\$180
Senior Surveyor 2	\$165
Senior Surveyor 1	\$150
Surveyor 2	\$135
Surveyor 1	\$125
Assistant Surveyor 2	\$110
Assistant Surveyor 1	\$100
Survey Crew 2-man/1-man	\$280/\$160
Survey Crew 2-man/1-man (prevailing wage)	\$345/\$200
Administrative	\$90

Cost of services and expenses charged to O'Dell Engineering by outside consultants, commercial printers, and professional or technical firms engaged in connection with the project.

Mileage, per diem, and subsistence are not normally charged to the client unless specific prior authorization is negotiated between client and consultant.

Hourly Wage Rates by Position

Outside Services & Reproduction

Actual Cost Plus 10%

Travel & Per Diem Costs

Actual Cost Plus 10%

Aquatic Design Group Fee Schedule

Hourly Wage Rates by Position

Position Classification:

Principal
Project Architect/Engineer
Project Manager
Designer
Administrative

Regular Hourly Rate:

\$215
\$195
\$175
\$135
\$80



EXHIBIT B

May 7, 2021

City of Turlock
Development Services Department
156 South Broadway, Suite 150
Turlock, CA 95380

Subject: Request for Proposals (RFP) for City Project No. 19-51
Columbia Pool Renovation

Attention: Randall Jones, Associate Engineer

Dear Mr. Jones,

Cortinas A+E is pleased to submit our proposal for Columbia Pool Renovations in response to the City's Request for Proposals. Cortinas A+E is a local Turlock business established in 2014 and incorporated in 2019. Cortinas A+E has over 30 projects located in Turlock at various stages including planning, building and engineering design, and under construction. This results in a hands-on problem-solving approach to construction that allows Cortinas A+E to keep complex projects moving forward even in the face of the most difficult or unexpected challenges.

We look forward to the opportunity to continue working with you. Our team provides:

- ✓ **Depth of experience:** All proposed staff are licensed or certified to perform their role and most have over 20 years of experience, much of it working together and many specifically on Modesto projects. This depth of staff experience is rare. We specialize in both buildings and infrastructure, and the experience and quality of our staff reflects this. Please call our references; they will confirm our qualifications.
- ✓ **Planned approach:** Cortinas A+E approach is to build a cooperative, informed team of the project participants and then working collaboratively to manage the project to an on time, on budget completion.
- ✓ **We represent you:** We have worked for the City on previous projects and understand how you like to do business from e-builder to daily reports. We represent you with the goal of completing the project in the most efficient manner, working through both construction and design issues with no bias.

Our key staff are available to meet with you at any time. Should you require additional information, please call me on my cell phone, (209) 250-1850, email me jeff@cortinaseng.com.

Sincerely,

Jeffrey F. Cortinas
Cortinas A+E
President

General Information

Cortinas A+E was founded as Cortinas Engineering in 2014 and began to offer architectural and engineering services in 2019. The company was incorporated as Hucor, Inc. dba Cortinas A+E in July of 2019. The company office is located at 601 N Tully Road in Turlock, California just a few miles from the City of Turlock building and engineering office. The person authorized to negotiate contract terms and make binding agreement is Jeffrey F. Cortinas.

Since 1984, Aquatic Design Group has worked with clients from around the globe to help bring their dreams to reality. This experience results in quality, efficient design solutions that lead to projects delivered on time and on budget. We have worked on projects of all shapes and sizes in 44 states and 25 countries around the world.

Architect and Structural Engineering services will be provided by:

Cortinas A+E

601 N Tully Road
Turlock, CA 95380
209-250-1850
City of Turlock Business License #500855, est. 2014

Pool design and recommendations will be provided by Aquatics Design Group:

Aquatic Design Group

2226 Faraday Avenue
Carlsbad, CA 92008
706-444-8313

Boundary and Topography survey will be provided by:

Muir Consulting Inc.

139 Church Street
Oakdale, California 95361
209-845-8630

Background/Resumes

For this project we are proposing the following qualified individuals who will work as a team for this project. Their resumes are included in the next few pages.

Cortinas A+E

The Jeffrey F. Cortinas, Principal (authorized signer)

Adam Sanclemente, EIT / Staff Designer

Freddy Perez, Staff Designer

Aquatic Design Group

Justin Caron, Principal in Charge

Greg Ferrell, Principal Architect

Michelle Gable, Project Manager



CORTINAS A+E

PLANNING
ARCHITECTURE
STRUCTURAL ENGINEERING
SPECIAL INSPECTION

Cortinas A+E

601 N Tully Road
Turlock CA, 95380
209.250.1850
office@cortinaseng.com

Jeffrey Cortinas is the Engineering Manager of Cal Mill Engineering and Project Management with over 20 years of experience in engineering, design, and construction. He believes in the team approach with an emphasis for design, delivery, and service on all his projects. His extensive knowledge and experience in hospital, public school, and government project allows him to provide professional services to the highest quality.

Relevant Project Experience:

1. Tower Medical Office for Tower Health

Location: 1801 Colorado Ave in Turlock California

Budget: \$2,750,000

Role: Engineer of Record

Date of Completion: Estimated 2019

Construction of a new 13,500 square foot wood framing medical office building which includes a suite for Imaging, Physical Therapy and Pharmacy. The building was constructed using convention wood framing with glu-lam beams and open web trusses. Challenges for this project included coordinator and design for installation of large CT Scan, X-ray and MRI Equipment with multiple users.

2. Park Villa Apartments

Location: 3200 Atherstone in Turlock California

Budget: \$30,000,000 (Estimate)

Role: Project Manager

Date of Competition: Estimated 2019

Design and Construction of a new 175 apartment complex on a 7-acre site in north Turlock. This project will consists of eight buildings using conventional wood framing. This project has received planning approval and is under preliminary design. Challenges for this project includes resubmitting back to the City for a time extension and for an increase in the number of units due to clients request.

3. North Tank #11 for the City of Modesto

Location: Bangs Ave in Modesto California

Budget: \$14,000,000

Role: Project Manager

Date of Completion: 2017

Construction of a new 6 million gallon water storage tank and a 18 million gallon booster pump station on a 5 acre parcel. This tank was a designed by the supplier and was a AWWA D110 Type I tank which is a cast in place tank with concrete walls. Challenges for this project included negotiations with adjacent property owner for access agreements, a partially buried tank and coordination with tie in at the existing water system.



4. Modesto Junior College Science Center – West Campus

Location: 2201 Blue Gum Ave in Modesto California

Budget: \$130,000,000

Role: Design Engineer

Date of Completion: 2012

Construction of a 109,000 square foot new science center for the college. This was a three story steel moment frame structure that was approved through the Division of State Architect. Challenges for this project included extensive foundation worked which included drilled piles and grade beams, and isolation of the planetarium and observatory from the main building due to expansion and vibration.

Licenses

- Architect California C37582
- Structural Engineer California S5931
- Civil Engineer Arizona 54516
- California C75815
- Montana 28570
- Nevada 22448
- New Mexico 21537
- North Dakota PE7012

Education

- Bachelor of Science – Major: Civil Engineering and Minor: Project Management
University of the Pacific in Stockton, California
Class Valedictorian and Summa Cum Laude Honors

Professional Affiliations

- Structural Engineering’s Association of Central California, SEA OCC
- American Institute of Steel Construction, AISC
- American Society of Civil Engineering, ASCE
- American Water Works Association, AWWA

Elected Positions

- Turlock Unified School District Board Member, Term 2108-2022

JUSTIN CARON, MBA

AQUATICS PRINCIPAL-IN-CHARGE

EDUCATION

Capella University- Minneapolis,
Minnesota – Masters of Business
Administration (2009)

Auburn University- Auburn, Alabama
– Bachelor of Arts, Communications,
Psychology (2003)

SPEAKING EXPERIENCE

2020 Athletic Business – COVID-19:
How to Safely Reopen Your Aquatics
Facility

2020 AOAP – Small Drops of Change
that Make Big Splashes

2018 Athletic Business Conference –
ADA in Aquatics: A 360 View

2017 NIRSA – Current and Future
Trends in Collegiate Aquatics

2017 AOAP – Making a Splash with Wet
Playgrounds

2017 AOAP – Why We Need
Facilities That Encourage Healthy
Communities

PROFESSIONAL AFFILIATIONS

California Parks & Recreation Society

Certified Aquatic Facility Operator
(AFO)

College Swimming Coaches
Association

National Recreation & Park Association

USA Swimming

World Waterpark Association
Innovation & Technology Committee



Justin has spent much of his life in and around pools. He was a six-time All American and two-time captain for Auburn University's swim team, which won four SEC titles and one national championship title while he was there. He has also coached at elite camps around the country and spends most of his free time now in the pool with his two young children. His unique combination of passion for swimming and technical knowledge enables him to relate to all members during the design process.

PROJECT EXPERIENCE

Adventure Park Wet Play Addition, Visalia, CA

Alga Norte Community Park, Carlsbad, CA

Apple Campus Spas, Cupertino, CA

Brooks Street Pool Assessment, Oceanside, CA

City Heights Pool Renovation, San Diego, CA

Columbia Park Needs Assessment, Turlock, CA

DryTown Waterpark Renovation, Palmdale, CA

East Oakland Sports Center, Oakland, CA

El Cariso Pool Renovation, Los Angeles, CA

El Corazon Aquatic Center, Oceanside, CA

Grape Day Park Master Plan Study, Escondido, CA

Hamilton Pool, Novato, CA

LEGOLAND Hotel, Carlsbad, CA

Mater Dei Catholic High School, Chula Vista, CA

Memorial Park Pool, San Diego, CA

Moffett Place Recreation Center, Sunnyvale, CA

Obregon Park Pool, Los Angeles, CA

Oceanside Civic Center Fountains, Oceanside, CA

Perris Valley Aquatic Center "DropZone", Perris, CA

Roseville Hotel and Conference Center, Roseville, CA

Southwestern College Aquatic Center, Chula Vista, CA

Standley Middle School Joint Facility Aquatic Center, San Diego, CA

Temecula Community Recreation Center Pool Renovation,
Temecula, CA

The Grand Del Mar, Del Mar, CA

Walnut Ranch Aquatics Center Study, Walnut, CA

Waterfront Park, San Diego, CA



GREG FERRELL, AIA

AQUATICS PRINCIPAL ARCHITECT

EDUCATION

New School of Architecture and Design - San Diego, CA – Bachelor of Architecture (2011)

Brigham Young University- Provo, Utah – Bachelor of Science, Civil Engineering, Psychology (2006)

California State Polytechnic University- Pomona - Pomona, California – Bachelor of Architecture (2004)

PROFESSIONAL LICENSES

Registered Architect -
State of California #C-35802

Registered Architect –
District of Columbia #ARC103234

Registered Architect –
State of Florida #AR98819

PROFESSIONAL AFFILIATIONS

American Institute of Architects

NCARB



Greg Ferrell is a registered architect with more than 350 completed aquatic projects in his professional career. His experience consists of programming, master planning, concept design, and construction document drawings for municipal recreation, resorts, waterparks, high school competition, leisure aquatic facilities, and water features. In addition, Greg has extensive experience with understanding the complexities associated with California recreation projects.

As the Aquatics Project Principal, Greg is responsible for production and execution of the overall design process, from concept to completion.

PROJECT EXPERIENCE

Adventure Park Wet Play Addition, Visalia, CA
Apple Campus Aquatics, Cupertino, CA
Balboa Park Pool Renovation, San Francisco, CA
Choctaw Casino and Resort Expansion, Durant, OK
Columbia Park Needs Assessment, Turlock, CA
Downtown Summerlin Water Features, Las Vegas, NV
DryTown Waterpark Renovation, Palmdale, CA
East Oakland Sports Center, Oakland, CA
El Corazon Aquatic Center, Oceanside, CA
Elk Grove Aquatics Center, Elk Grove, CA
Four Winds South Bend Casino On-Structure Pool and Spa,
South Bend, IN
Grape Day Park Master Plan, Escondido, CA
Jurupa Valley Aquatic Center "The Cove", Riverside, CA
LEGOLAND Friends Splash Park, Carlsbad, CA
LEGOLAND Waterpark Expansion, Carlsbad, CA
Marguerite Swim Center, Mission Viejo, CA
Oceanside Beachfront Resort, North and South Blocks,
Oceanside, CA
Patterson Aquatic Facility, Patterson, CA
Perris Valley Aquatic Center "DropZone", Perris, CA
Rancho Cordova Community Pools Improvements, Rancho Cordova, CA
Richmond Swim Center Renovation, Richmond, CA
SeaWorld Aquatica Waterpark Improvements, San Diego, CA
Surf Stream Australia, Joondalup, Australia
The Grand Del Mar, Del Mar, CA
The Wave @ Emerald Glen, Dublin, CA



MICHELLE GABLE

AQUATICS PROJECT MANAGER

EDUCATION

Stanford University- Stanford, California – Bachelor of Arts, International Relations (2006)

PROFESSIONAL LICENSES

Certified Aquatic Facility Operator (AFO)

Certified Pool Operator (CPO)

Lifeguarding Instructor (LGI)

Lifeguarding (LG)

CPR/AED for the Professional Rescuer (CPRO)

First Aid for Public Safety Personnel (Title 22)

Water Safety Instructor (WSI)

PROFESSIONAL AFFILIATIONS

National Recreation & Park Association

National Swimming Pool Foundation

American Red Cross

YMCA of the USA

American Safety & Health Institute

National Intramural and Recreational Sports Association

National Drowning Prevention Alliance

Mesa College Aquatics Board of Advisors



Michelle has over 15 years of experience in the aquatics industry as an operator and programmer. After growing up as a swimmer Michelle immersed herself in aquatics at Stanford University, serving in management roles on both the competitive and recreational sides of aquatics. In addition to her private, non-profit work she has many years of aquatic service in the public sector. Michelle's passion for aquatics combined with her expertise in facility and staff management, pool operations, and aquatics programming will all aide in the successful completion of your project.

As an instructor for multiple institutions Michelle has trained over 800 individuals in a variety of aquatics and first responder certifications. Teaching has enabled Michelle to share her aquatic knowledge and expertise with future generations of aquatic professionals.

Michelle will be responsible for project management, programming and planning support.

PROJECT EXPERIENCE

City of Davis Aquatic Facilities Feasibility Study, Davis, CA

City Park Pool Needs Assessment, Corona, CA

Columbia Park Needs Assessment, Turlock, CA

Crown Reef Resort Needs Assessment, Myrtle Beach, SC

CSU Northridge Brown Center, Northridge, CA

Diablo Valley College Swim Complex, Pleasant Hill, CA

Hoover Park Pool, Redwood City, CA

Lakeport Recreation Center, Lakeport, CA

Monroe Street Pool Renovation, Carlsbad, CA

Mira Mesa Community Park, San Diego, CA

Palomar College Aquatic Center, San Marcos, CA

Saddleback College Pools Rehabilitation, Mission Viejo, CA

San Dieguito UHSD Swimming Pools Development Study, San Diego, CA

Standley Middle School Aquatic Center, San Diego, CA

UCSB Building 479 Pool Improvements, Santa Barbara, CA



Services and History

All services are noted as below are based on an anticipated award date of June 1, 2021 by City Council. Challenges with this project will to be to identify critical unknowns early in the design to potentially provide cost effective solutions prior to bidding.

1. Preliminary Design (30% Design Submittal)

- a. Completed topography and boundary surveying;
- b. Reviewed existing utility maps and site conditions;
- c. Developed a preliminary design that addresses City Standards.

Deliverables: One (1) hard copy plan set and an AutoCAD file submittal.
Schedule: City and Consultant shall have a project meeting with submission on July 29, 2021.

2. Preliminary Design (60% Design Submittal)

- a. Completed topography and boundary surveying;
- b. Reviewed existing utility maps and site conditions;
- c. Incorporated 30% design comments into new submittal;
- d. Developed a preliminary design that addresses City Standards;
- e. Investigated any alternative options to City's application design.
- f. Present items or areas of concern to City's attention such as: Drainage, potential utility conflicts or coordination, elevation conflicts, ADA conflicts, etc;
- g. Proposed Engineer's Estimate.
- h. Proposed equipment.
- i. Proposed corrections to code deficiencies.

Deliverables: One (1) hard copy plan set and an AutoCAD file submittal.
Schedule: City and Consultant shall have a project meeting with submission on August 19, 2021.

3. 90% Design Plans, Specifications, and Estimate

- a. Incorporated 60% Design Submittal comments into plans;
- b. Drainage, potential utility conflicts or coordination addressed;
- c. City Standards addressed and implemented;
- d. Prepared complete detailed plans, standard and project details, technical specifications, bid item descriptions, and 90% engineer's cost estimate.

Deliverables: One (1) hard copy plan set and an AutoCAD file submittal.

Schedule: City and Consultant shall have a project meeting with submission on September 9, 2021.

4. Construction Ready Plans, Specifications, and Estimate

- a. Incorporated 90% Design Submittal comments into plans;
- b. Prepared complete detailed plans, standard and project details, technical specifications, bid item descriptions, and 100% engineer's cost estimate.

Deliverables: Signed and stamped final plans and specifications. Three (3) hard copy plan sets and a digital copy of all files (AutoCAD, Word, Excel, etc.).

Schedule: Consultant shall submit deliverables on September 23, 2021.

SELECT RECREATION EXPERIENCE

Adventure Park Wet Play Addition, Visalia, CA
Alga Norte Community Park, Carlsbad, CA
Antelope Aquatics Complex, Antelope, CA
Balboa Park Pool Renovation, San Francisco, CA
Belvedere Community Park Aquatic Center, Los Angeles, CA
Brea Municipal Plunge, Brea, CA
Brooks Street Pool Assessment, Oceanside, CA
Carmel Valley Community Park, San Diego, CA
Central Park Aquatic Center, Roseville, CA
City Heights Urban District Aquatic Center, San Diego, CA
Civita Central Park, San Diego, CA
Diamond Valley Lake Aquatic Facility, Hemet, CA
Dolores Bengston Aquatic Center, Pleasanton, CA
DryTown Waterpark Renovation, Palmdale, CA
East Oakland Sports Center, Oakland, CA
El Cariso Pool, Sylmar, CA
El Centro Splash Pad, El Centro, CA
El Corazon Aquatic Center, Oceanside, CA
Elk Grove Aquatics Center, Elk Grove, CA
Fontana Park Aquatic Center and Splash Park, Fontana, CA
Gaffey Street Pool, Los Angeles, CA
Garvey Park Splash Zone, Rosemead, CA
Grape Day Park Master Plan, Escondido, CA
Hamilton Pool, Novato, CA
Janet Evans Swim Complex, Fullerton, CA
Jurupa Valley Aquatic Center "The Cove", Riverside, CA
LEGOLAND Friends Splash Park, Carlsbad, CA
LEGOLAND Hotel, Carlsbad, CA
Lompoc Aquatic Center, Lompoc, CA
Memorial Park Pool, San Diego, CA
Mike Shellito Indoor Pool Splashpad, Roseville, CA
Mira Mesa Community Aquatic Center, Mira Mesa, CA
Mission Swimming Pool Renovation, San Francisco, CA
Moffett Place Recreation Center, Sunnyvale, CA
Norman S. Johnson Aquatic Center, Arcadia, CA
Oregon Park Pool, Los Angeles, CA
Osage Station Park Improvements, Danville, CA
Pechanga Sports Center, Temecula, CA
Perris Valley Aquatic Center "DropZone", Perris, CA
Pinney Memorial Pool Feasibility Study, Ridgecrest, CA
Rancho Cienega Sports Complex, Los Angeles, CA
Rancho Cordova Community Pools Improvements, Rancho Cordova, CA
Richmond Swim Center Renovation, Richmond, CA
Rosemead Aquatic Center, Rosemead, CA
Roseville Aquatics Complex, Roseville, CA
Samuel C. Pannell Community Center, Sacramento, CA
Santee Aquatics Center, Santee, CA
South Lake Tahoe Recreation Swim Complex Master Plan, South Lake Tahoe, CA
Splash! Swim School, San Ramon, CA
Sweetwater Betterment Park, San Diego, CA
Temecula Community Recreation Center Pool Renovation, Temecula, CA
The Wave @ Emerald Glen, Dublin, CA
The Wave Waterpark, Vista, CA
Tierrasanta Community Swimming Pool, San Diego, CA
West Sacramento Recreation Center, West Sacramento, CA
William Woollett Jr. Aquatic Center, Irvine, CA

REPRESENTATIVE CALIFORNIA RECREATION PROJECTS

This following pages highlight select recreation projects that have been completed or are in progress throughout the State of California.



COLUMBIA PARK NEEDS ASSESSMENT

Turlock, California



Provided consulting services for a needs assessment study and conceptual design of the swimming pool and splash pad at Columbia Park, as part of a citywide master plan for the City of Turlock.



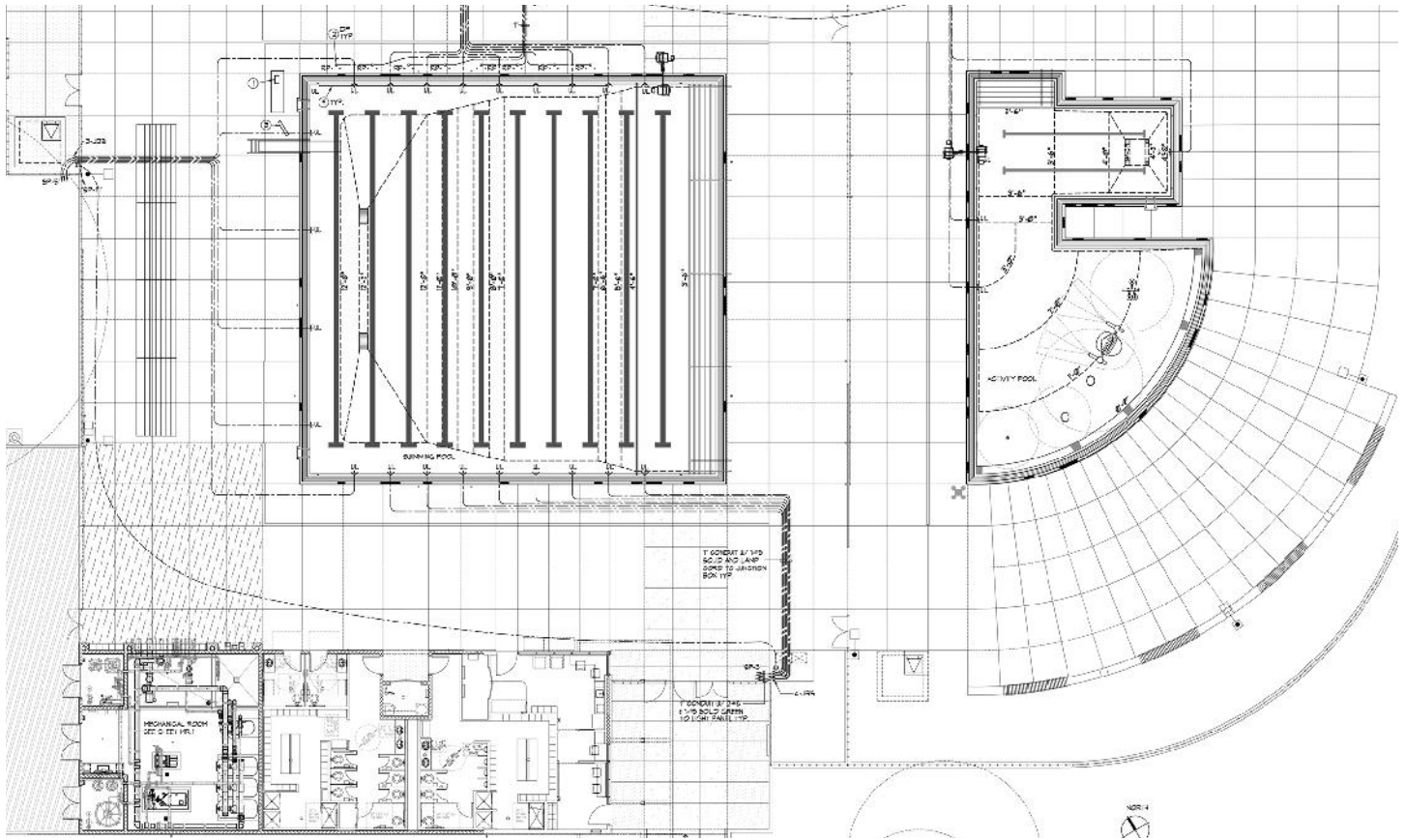
Project Details

Completion Date:	Spring 2020
Construction Cost:	\$7,500.00
Owner:	City of Turlock



CORDOVA COMMUNITY POOLS REPLACEMENT

Rancho Cordova, California



Aquatic Design Group was retained to assist in the preparation of two (2) conceptual design packages for the development of a new aquatic center. Upon finalizing the design concept, Aquatic Design Group was retained to provide design, engineering and construction observation services for the new, two-pool configuration currently under construction.

The new aquatic facility includes a 10-lane x 25-yard competition pool and a 2,300 SF activity pool featuring a zero-depth entry with water play toys that transitions to a section of the pool that features two (2) short-lanes ideal for therapy and learn-to-swim programs.

Project Details

Completion Date:	Ongoing
Construction Cost:	\$2,200,000 (aquatics est.)
Owner:	Cordova Recreation and Park District



PATTERSON AQUATIC CENTER

Patterson, California



Programming, planning, construction documents and construction observation as required for the construction of a 60' x 75' multi-use competition pool and a 2,000 square foot recreation / exercise pool for the City of Patterson.



Project Details

Completion Date: Summer 2006
Construction Cost: \$633,283 (aquatics)
Owner: City of Patterson



Response Time

Our approach to any project is one built on relationships and the shared creation of the best possible outcome for the Columbia Pool Renovation given the project specific budget and scope constraints. Our collaborative approach has a proven track record for identifying each and every project's needs, establishing a project program and scope and establishing expectations for all stakeholders early to allow the project to flow quickly from kickoff through design and into plan approvals and construction.

We will work closely with the City of Turlock and the rest of the design team to come up with renovation solutions that will serve the project for years to come. Our work does not end at the end of the design phase however. Our team will act on City of Turlock's behalf during the construction phase to make sure the Columbia Pool Renovation is built as it was envisioned.

Our consultant Aquatic Design Group has been at the forefront of the movement to make pools not only safer, but more energy efficient. Standard design practice at Aquatic Design Group is to always design and specify systems and products that are as high-quality for the environment as they are for the end user. Special attention is paid to the preferences and experience of staff members and local supply chain. Giving operators the tools to properly and efficiently operate their facilities is one of the most impactful results of an integrated design. Aquatic Design Group is uniquely qualified to deliver project design and construction documents unequalled in the industry. Our staff has the experience and background to provide designs and documents that are more constructible than any other firm in the industry. This level of expertise translates to helping the City of Turlock have a pool that is more sustainable for the lowest possible construction cost while also enjoying the lowest possible operational cost for many years to come.

Cortinas A+E and Aquatic Design Group is a unique team that will also work closely with the City of Turlock and the entire team to provide innovative yet practical solutions to any issues that may occur during the course of the project.

Fees / Level of Effort

These will be included in sealed separate envelope.

Public Agencies

Cortinas A+E Experience

Fleet Maintenance Building, City of Modesto

North Tank, City of Modesto

Tank 13 Industrial Tank, City of Modesto

Strength and Replacement La Loma Phase A/B/C/D, City of Modesto

City of Lodi, Well 28 GAC

Aquatics Design Group

Adventure Park Wet Play Addition, Visalia, CA

Alga Norte Community Park, Carlsbad, CA

Apple Campus Spas, Cupertino, CA

Brooks Street Pool Assessment, Oceanside, CA

City Heights Pool Renovation, San Diego, CA

Columbia Park Needs Assessment, Turlock, CA

DryTown Waterpark Renovation, Palmdale, CA

East Oakland Sports Center, Oakland, CA

El Cariso Pool Renovation, Los Angeles, CA

El Corazon Aquatic Center, Oceanside, CA

Grape Day Park Master Plan Study, Escondido, CA

Hamilton Pool, Novato, CA

LEGOLAND Hotel, Carlsbad, CA

Mater Dei Catholic High School, Chula Vista, CA

Memorial Park Pool, San Diego, CA

Mofet Place Recreation Center, Sunnyvale, CA

Obregon Park Pool, Los Angeles, CA

Oceanside Civic Center Fountains, Oceanside, CA

Perris Valley Aquatic Center "DropZone", Perris, CA

Roseville Hotel and Conference Center, Roseville, CA

Southwestern College Aquatic Center, Chula Vista, CA

Standley Middle School Joint Facility Aquatic Center, San Diego, CA

Temecula Community Recreation Center Pool Renovation,

Temecula, CA

The Grand Del Mar, Del Mar, CA

Walnut Ranch Aquatics Center Study, Walnut, CA

Waterfront Park, San Diego, CA

References

North Tank City of Modesto (completed) \$15 Mil
Corner of Bangs Ave and Tully Road
Modesto Ca
Jesse Franco
Engineering Division Manager
209-577-5462
jfranco@modestogov.com

Turlock Christian Schools / Pre-K Classrooms Project (completed) \$1 Mil
2323 Colorado Ave
Turlock, Ca
Rick Ryan
Director of Operations
Turlock Christian Schools
209-632-2337
rryan@turlockchristian.com

La Quinta Inn (under bidding phase) \$12 Mil
4475 N. Golden State Blvd
Turlock Ca
Raymond Melendez
Project Representative
209-606-6724
melendezdesigngroup@yahoo.com

Park Villas Apartments (under plan review) \$30Mil
3200 Atherstone Road
Turlock Ca
Paul Singh
Contractor
209-606-6724
melendezdesigngroup@yahoo.com

STATEMENT OF QUALIFICATIONS

REGARDING

COLUMBIA POOL

TURLOCK, CA
City project 19-51



SOQ/P

PREPARED BY:

ARCH ♦ PAC AQUATICS, INC.

1341 Distribution Way, Suite 11

Vista, CA 92081

(760) 734-1600

5MAY2021





COLUMBIA POOL RENOVATION

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(to be found under separate envelope and not on CD)	



Sunday, May 02, 2021

Mr. Randall Jones, Associate Engineer
Engineering Division
Development Services Department
CITY OF TURLOCK
156 South Broadway, Suite 150
Turlock, CA 95380

2

RE: Columbia Pool Renovation, City Project No. 19-51

Dear Randall,

Pursuant to your request, we appreciate your consideration for the professional services required for your aquatics project. Arch-Pac has a passion for Aquatics, completing many aquatic facilities annually. We typically work with County Health Departments, DSA, CGA, and local building authorities (Cities & Counties) throughout California. Our goal is to guide and help you determine your needs and creatively respond via design services that accomplish your goals within your budget and on schedule.

Our professionals include LEED AP BD+C, Certified Commercial Pool Operators, and Water Safety Instructors, in addition to educational and professional licensure. Our experience provides insight into project programming, maintenance, and operations. We will provide you with practical, creative, and cost-effective solutions that maximize utility.

We recently completed the new pool at CSU STANISLAUS, so we are familiar with your City, and we had visited the facility with Julienne before she retired. We are excited about Columbia Park and the prospect of working with you. Our team leader has over 40 years of experience as an aquatics-oriented licensed architect and landscape architect. We also received addenda No. 1, and response to its contents is included herein. Should you have any questions, please contact us.

Best regards,

Kenneth Paul Moeller

Kenneth Paul Moeller, AIA, ASLA, LEED AP BD+C
C15022, LA4041, C53-838073, MBA



GENERAL INFORMATION

FIRM: ARCH-PAC AQUATICS, INC. WBE

1341 Distribution Way, Studio # 11
Vista, CA 92081
Phone: (760) 634-1600
www.archpac.com

CONTACT:

Ken Moeller, AIA, ASLA, MBA, LEED AP BD+C
Personal cell: (760) 809 1360
e-mail: kenmoeller@archpac.com
Established: California Corporation
1995 as Arch-Pac, Inc.
Fed ID # 33-07600889
California ID # 1907750
DUNS # 175970334
1989-1995 Moeller & Associates
1983-1989 Moeller, Irby & Tang

3

OFFICERS / STOCKHOLDERS:

Ken Moeller, Architect C15022 & LA4041
Angela Davis, CFO – C53 Contractor # 838073

PERSONNEL:

Architectural/Aquatics: 3
Landscape Architects: 1
Office Management: 1
Engineers: 2

PROJECT ASSIGNMENTS:

Ken Moeller, AIA, ASLA, MBA
Aquatics & Architecture
Angela Davis, C53 Contractor
Aquatics Cost Estimating, Technical Specifications

SCOPE OF WORK:

In conjunction with the City, Arch-Pac, will review, analyze, program, plan and design the renovation or replacement of your sixty-year-old aquatic facility. Code modifications are required, such as conformance with ADA, VGB, County Health, NSF, AQMB, and CBC requirements, all of which have changed significantly or created since the original construction. We intend to lead the team by incorporating the above constraints into the program and solution as part of the process. The goal is to reduce cost and provide for ease and maintenance in operation and ensure all wants and needs are designed into the project on schedule and on budget.

ORGANIZATION CHART



Ken Moeller, AIA, ASLA
www.archpacinc.com

Luke McColm, AIT
www.archpacinc.com

Angela Davis, CEO
www.archpacinc.com

Bela Wouters, P.E., E.E.
www.archpacinc.com



Paul C. Soltis, P.E., G.E.
www.twininginc.com



Yushin Imura, P.E., C.E.
www.ycg-inc.com



Sam Aviles. C-10. #497350



Antoine Samra P.E. S.E.



Larry Zero, M.E. & P.E.



Brandt Maughan, ASLA



CURRICULA VITAE

KENNETH PAUL MOELLER, AIA, ASLA, MBA, LEED AP BD+C

Education:

National University, San Diego, California
1994 MBA (Masters in Business
Administration)
Arizona State University, Tempe, Arizona
1981 Professional Degree, Architecture
Arizona State University, Tempe, Arizona
1978 BS, Accountancy
Mesa College, Mesa Arizona
1975 Construction Technology



Professional:

Registered Architect: CA (1981) C15022, AZ, Guam, NJ, TX, NV, NB, TN
National Council, NCARB (1978) #30,820
Landscape Architect: California (1993) LA 4041
Licensed Swimming Pool Contractor C-53 #838073
Green Building Council LEED AP, BD+C

Professional Affiliations:

American Institute of Architects (AIA)
American Society of Landscape Architects (ASLA)
Construction Specifier's Institute (CSI)
World Waterpark Association (WWPA)
California Parks & Recreation Society (CPRS)
Water Safety Instructor & Lifeguard (American Red Cross)
Certified Professional Pool Operator (PPOA, AFO & CPO)
California's Coalition for Adequate School Housing (CASH)

Experience:

Arch Pac, Inc. – Vista, CA (Since 1995)
Aquatic Design Group – Carlsbad, CA (1989-1995) as the only licensed professional
Delawie – (1987-1989)
Deems, Lewis + Partners - San Diego, California (1985-1987) now HED
Moeller, Irby & Tang - Phoenix, Arizona (1982-1985)
Peter A. Lendrum & Associates (PALA) – (1975-1982)
Ganos & Associates, Architects – (1971-1973)

Qualifications:

Mr. Moeller has practiced architecture as a registered professional since 1980. He is also a registered Landscape Architect and Licensed Pool Contractor. A licensed design professional that excels in planning, design, project, team management, and project leadership has completed many successful award-winning projects. He manages and coordinates projects from the conceptual through construction. He provides innovative design and planning expertise and leads the team with leadership by coordinating the latest computer technology and software. His construction and accounting/business background make him aware of construction means and methods and their cost implications and impact on the schedule. In his youth he worked as a lifeguard, and received training as a water safety instructor, with his experiences as a competitive swimmer and water polo player allows a keen awareness of safety issues and programming related to facility design and how various programs impact an aquatic complex and can affect user-friendliness. He is also a Certified Professional Pool Operator (CFO & AFO). This experience allows the recognition of a superior layout and design and the impact of effective maintenance and operation on an aquatic facility. Mr. Moeller has successfully designed aquatic complexes worldwide since becoming a licensed professional over forty years ago. He is also fluent in Spanish.



BELA WOUTERS
ELECTRICAL ENGINEER

Education:

The University of Calgary (BSc, EE)

Professional:

Registered Electrical Engineer
California #E12852

Experience:

EE Design Services – (2008 – present)
Stichler Design Group (Mar 2000 – May 2008)
BDK Engineering (May 1989 – Mar 2000)
VanBuren, Kimper & Assoc (Jan 1987-Apr 1989)
N. Central Engineering, Canada (1981-Dec 1986)
Port Alberni Pulp Paper – Canada (1970-1981)



Qualifications:

Mr. Wouters has over 50 years of electrical engineering experience in the industrial, municipal, healthcare, educational, and commercial design fields. He has provided design drawings, specifications, estimates, and construction support for projects. Scope of work provided included power, lighting, and electrical system designs for Hospitals, Educational and Commercial facilities, automation and control design for municipal & industrial applications including the installation of radio telemetry, specification and programming of Programmable Logic Controllers and Supervisory Control & Data Acquisition (SCADA) systems. Since his retirement, Bela has become a part-time employee of Arch-Pac.

Related Projects:

- Provided electrical, lighting & control consulting services as needed to Arch-Pac Aquatics on several swimming pools in Southwest California. Work including preparing drawings showing the demolition of existing electrical and lighting systems, if necessary, providing construction drawings and specifications for installing new power and lighting systems at swimming pools at various schools and municipalities. We have provided construction support, including site visits, review of submittals, responding to Request for Information forms, etc.
- City of Lake Arrowhead – Bernina Filtration Plant - Redesign of water filtration system including replacing the pump and filtration control system including designing a new control console and connection to an existing Supervisory Control and Data Acquisition (SCADA) system.
- The city of Hemet – provides a city-wide radio-controlled SCADA system for monitoring existing wells & reservoirs. Work included converting pump controls from the relay to PLC logic. Existing well water was monitored and control for residual chlorine and used Sodium Hypochlorite metering pumps.
- City of San Diego – Pump Station 23, modified Pump Station 2, Pump Station 27, MBC Water System Improvements, Replace 2000HP Pump at PS 2, Upgrade Scada Systems & Automated Valves for Storm Water Drain Systems (5 locations), Fiesta Island to MBC Plant Pipeline (valves & telemetry), Control of Chemical Injection @Point Loma Sewage Treatment Plant
- The city of Calexico – Designed power & control for the complete upgrade to the existing Water Treatment Plant, including new panels and interconnection to Allen Bradley PLC's.
- The city of Calexico – Complete upgrade to existing Wastewater Treatment Plant included five control panels with interconnected PLC's.
- City of Edmonton – Provided electrical and control design for Edmonton's largest water treatment plant
- Frazier Park Public Utility District – Replace Well and Pump Station
- Aircon, Los Angeles – Designed the electrical connection, control system, and programming of modular Reverse Osmosis systems for the United Emirates Republic in Saudi Arabia.



**ANTOINE (TONY) SAMRA, PRINCIPAL
STRUCTURAL ENGINEER**

Education:

Master - Structural Engineering
Bachelor - Civil Engineering
University of Memphis

DEUG Mathematics
University of Lyon, France



Professional:

Registered Structural Engineer **SE 3854**
California

Registered Civil Engineer
California

Experience:

Structural Design Services & Field Observation
Commercial pool construction
DSA projects including numerous new facilities
Seismic retrofit existing structures with upgrade
School modernizations
DSA contractual structural plan checker
Several College projects

Qualifications:

He brings over 30 years of experience in structural engineering to the table. Mr. Samra thrives in designing school and especially aquatic projects. He is involved with the design of each project from inception thru construction. For the past 12 years, Tony has been a contract plan check engineer for the Division of the State Architect in Oakland and Sacramento. Quality, innovation, creative-solutions, and structural safety are the aspiration and the result of each project.

He has contributed to Arch-Pac, projects including:

Northgate H. S. Aquatic Complex, in Walnut Creek, CA (28m by 25 yds with sports medicine facility and bathhouse.

Coachella Valley H. S. Pool and Bathhouse (25yd by 25m pool)

Grant Union High School Aquatic Complex (38m by 25yd pool)

Wiseburn Aquatic Complex, El Segundo (54m by 25yd pool with bulkhead with four-lane warm-up pool)

Cathedral City H. S. aquatic Complex

Foothill H. S. aquatic Complex

San Jacinto H. S. aquatic complex

Independence H. S. aquatic complex (50m by 25yd & 25yd by 25m pools)

Paso Robles H. S. aquatic complex (50m by 25yd & 25yd by four-lane warm-up pool)

South San Francisco H. S. replacement pool (25yd by 25m)

Milpitas H. S. aquatic complex (38m by 25yd competitive pool and 40 feet by 25yd teaching pool)

References:

Mt. Diablo Unified School District - Melanie Koslow koslowm@mdusd.org cell: 925 596 0446 Director of M&O

Twin Rivers Unified School District - Bill McGuire Bill.McGuire@twinriversusd.org cell: 559 217 3901

Milpitas Unified School District - John Cimino jvrj@aol.com cell 408 635 2864

YUSHIN IMERA, P.E.
Civil Engineer

Education:

B.S. in Civil & Environmental Engineering,
San Jose State University

Professional Registration:

Registered Civil Engineering CA, #83096 (2005)
Land Surveying In Training, LSIT #7891
Leica 3D Laser Scanning Certification

Professional Affiliations:

American Society of Civil Engineers
Modesto Engineers Club
American Council of Engineering Companies

Experience:

Principal, Founder - Yushin Consulting Group, Inc.
Yushin Imura, P.E. Managing Partner
510-228-6961 | yushin@ycg-inc.com

Qualifications:

Yush has provided an essential ingredient to the Arch-Pac, Aquatics team. He managed the Civil components to Northgate H. S. Aquatic Complex, St. Helena H.S. Aquatic Complex, De Anza College Site improvements in Cupertino, Fremont H.S. Aquatic Center, Christopher H.S. Aquatic Center in Gilroy, CA, and Grant Union H.S. Aquatic Center in Sacramento, CA.



LARRY ZERO, M.E.

Mechanical Engineer
zeroassoc@aol.com

Education:

BS in Civil & Mechanical Engineering,
Manhattan College, Riverdale, NY

Professional Registration:

Registered CA Mechanical Engineer

Professional Affiliations:

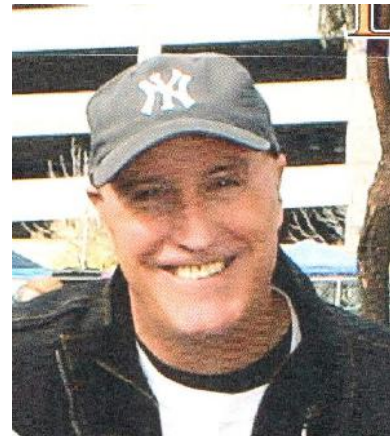
ASHRAE, NFPA, IAPMO, ASPE & UPPA

Experience:

37 years at Zero Engineering
711 W. 17th Street #D-6
Costa Mesa, CA 92627
949 515 4333

Qualifications:

Larry is a professional engineer with over 38 years of experience, diversified into HVAC and plumbing systems. He has worked with the Arch-Pac, Aquatics team on several aquatic projects, including Cathedral H. S. Aquatic Complex, Indio H.S. Aquatic Complex. He managed the M & M&P components, Banning & Desert Sands Pools, and Anaheim & Cypress H. S. Pools.



PAUL C. SOLTIS, PE, GE

VICE PRESIDENT, GEOTECHNICAL OPERATIONS

Paul C. Soltis, PE, G.E., is a California Registered Civil and Geotechnical Engineer with over 25 years of total experience. Paul oversees Twining's geotechnical division, and his experience includes geotechnical site investigations and evaluations, geotechnical design recommendations, construction oversight, and forensic evaluations for residential, public infrastructure and commercial projects.



MM+LA

BRANDT MAUGHAN, ASLA

Registered Landscape Architect, (CA) #1870 since 1979

Education:

Utah State University, Logan, Utah
1977 Bachelor of Science in Landscape Architecture

Professional:

American Society of Landscape Architects (ASLA)
California Parks and Recreation Society (CPRS)

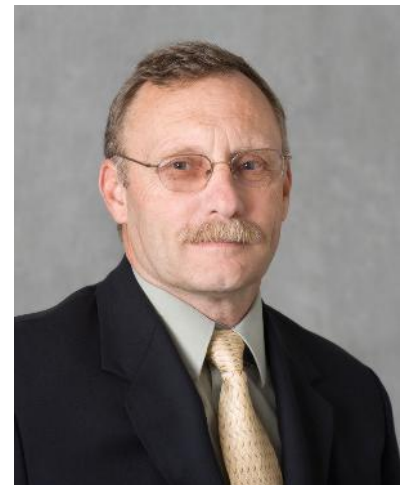
Experience:

Arch- Pac, Inc.
DeLorenzo Incorporated
The Keith French Group
Florian Martinez Associates
Lawrence, Reed, Moline, Ltd.

Qualifications:

Mr. Maughan has practiced landscape as a registered professional since 1979. His experience as a project manager, designer and team leader has greatly influenced his many successful projects. He has demonstrated his ability to administer and coordinate projects from inception through all design phases including construction. He has been the "Landscape Architect of Record" on a large number of projects throughout the Southwestern United States. His project experience includes projects for institutional, commercial, retail, parks and recreation as well as residential.

His unique experience includes; landscape and horticultural consultation, irrigation systems analysis, plant material inventory, community & public presentation, consensus building, project scheduling, cost estimating, budgeting, project and staff management, scheduling and project engineering. He has consistently met the needs of each client and user for their individual project and has developed a long standing list of successful projects and satisfied customers.





We are a small yet nimble Architectural firm, and we prosper based on our client relationships over the past 40 years. We typically complete about twenty to twenty-five aquatic facility renovations, replacements, or new facilities annually. Our emphasis is aquatics having a budget of from two and twelve million and accomplishing about thirty million in construction value each year.

Teamwork is our mantra, so we know what to expect, and the requirements placed on each member are understood, and each is prepared to coordinate and plan accordingly. Our plans and specifications (construction documents) are produced with greater efficiency and accuracy as the team is practiced. Last year, major pool renovations were completed at Arlington High School, Cypress High School, Clovis High School, Loara High School, and Gavilan College. We have placed replacement pools at Anaheim High School, Sunny Hills High School (Fullerton), Grant Union High School (Sacramento), Granada High School, and Livermore High School (Livermore). New facilities were placed at San Benito High School (Hollister), Kern's Independence High School, DaVinci High School (El Segundo), Reedley High School (Kings Canyon), and Foothill H. S. in Redding. We are familiar with Columbia Pool and your needs.

We will work closely with the City of Turlock, CGS, and Stanislaus County Health Department and are familiar with the dynamic nature of the Code. We will facilitate an expeditious review, permit, inspection, testing, and completion for your project.

Decades of experience in aquatics is of great benefit as it is a highly regulated area. The Regulations governing aquatics are generated by several entities, each with differing perspectives. Regulatory organizations include the CBC, NCAA, FINA, CIF, U.S. Swimming and Water Polo and Diving, the City of Turlock, Stanislaus County Health, and the AQMB. The Health Department requires sanitation, filtration, automation, energy efficiency, AQMB, efficient, LoNOx, heating. The Code regarding pool water turnover rate has changed since the original construction in 1957. Also, pools over 5,000 sf are required to be continuous gutter pools and pools wider than 30 feet to have floor inlets, all of which are not existing in your existing pool. Technology progressed with the advent of PVC piping in the 1970's – the

BACKGROUND & CAPACITY

current pool probably utilizes transite asbestos piping requiring abatement. The facility will need to serve and satisfy all those who frequent it by providing safe activities, whether they be swimmers, divers, water polo players, observers, maintenance personnel, operators, employers, or teachers and students, economically and sustainably.

The selection of pool mechanical equipment of the latest in technology will assist in achieving the greatest economy, extend the equipment life cycle, conserve water, remove pollutants, sanitize, and operate efficiently. Access over durable, non-slip surfaces, properly drained and sloped in compliance with ADA. OSHA will require pool chemicals to be stored properly and utilized safely. So a designer that is LEED AP BD+C will be an advantage.



Cathedral City 38m by 25 yd competitive pool

Aquatics is our passion. We provide solutions that offer both utility and economy to achieve the ultimate goals of profitability. An aquatic complex that operates above break-even is a true asset.



Olympic Trial Pool – Omaha, NB

Your investment is maximized by allocating your budget effectively and selecting equipment that minimizes maintenance and operation costs. The correct approach will allow the schedule to be maintained and make the facility profitable.



SERVICES

Every member of the team is a licensed professional. See California State Board of Consumer Affairs – website. We are architects, engineers (civil, structural, mechanical, electrical, landscape architects, licensed contractors/estimators, geotechnical, and surveyors). <https://www.dca.ca.gov> We have completed hundreds of similar projects, and the services proposed are precisely those for which we are trained, educated, and licensed to perform.

Our team will be lead by an architect and landscape architect, and other team members will be Civil engineers, land surveyors, geotechnical, mechanical, electrical, and structural engineers. So that all aspects of your project will be provided by the strongest team member in the area of expertise. You will not be interacting with marketing people who hand the job off to the least qualified person in the office once it comes through the door. We demand that the professionals be "hands-on" and involved in the programming, design, and participate continuously through the construction and commissioning. Until you occupy the project, we require their involvement, are trained in its operation and maintenance, and functions as promised.

The scope of work to be provided by each is somewhat self-explanatory based on the discipline they represent. Their contribution on an individual basis will be entwined around the project delivery process. While all will participate in the programming and schematic design, each discipline will engage as needed. We suggest that the site survey of the meets and bounds, locating existing utility by size and depth, should be accomplished simultaneously as the geotechnical investigation and lead the process. The architecture and landscape architect will then coordinate the survey and programming meetings. Relationship diagrams will be created as the recommendations of the soil report, and utility locations are incorporated into the program.

As the relationships of the components of the project are established, and your patrons make their wants and goals known. The budget can then be used to define the architectural and engineering response into the solution. The process then demands fine-tuning as relationships, budgets, amenities, and all constraints are examined and incorporated into the design. The best solution is the one that allows the most stakeholders to feel authorship and confirm direction.

The A&E team can finalize the design and proceed towards permitting, bidding, and construction by creating plans and specifications of the selected solution within the project delivery process.

PROJECT DELIVERY PROCESS

We advocate using online surveys so that all who wish to contribute their thoughts and desires are encouraged to do so – especially in these times of social distancing and COVID 19. Once tallied the results, are easy to share and significant in impact. The process defines the possibilities and examines the implications of each.

Consideration for the imposition of Codes and regulations should be incorporated into the program right from the beginning. As design professionals, we are committed to protecting the public. We accomplish this through sanitation, filtration, automation, energy efficiency, and conservation. The facility will need to serve and satisfy all those and allow them to participate safely. The adjacencies of contiguous uses also drive the design through orientation, prevailing breezes, shade, utility locations, arrival sequence, and geotechnical concerns. All variables must converge to focus on the solution.

The new aquatic amenity should be placed with easy access and a thoughtful adjacency to parking, access, and deliveries. The solution must consider the design and construction of the facility to be on schedule and budget. A lengthened schedule will increase the budget, and an insufficient budget will lengthen the schedule. So it is that great aquatic facilities are designed by knowledgeable and experienced architects & engineers in a joint effort with their clients. Clients have the responsibility for decision-making. However, Arch-Pac Aquatic's team will provide informed direction and information, allowing for reliable solutions. The team proposed is a talented, highly educated group of experts who, for decades, have specialized in aquatic architecture, engineering, and construction. Ours is a history of creating exceptional aquatic facilities. We guide the project through programming, planning, design, construction, and commissioning. We know the answers and provide analysis to have the information you require.

Programming initiates the process upon which the foundation for your wishes, goals, aspirations, and needs are assimilated—ultimately determining and defining your budget. Each alternative is compared with the program for efficacy, maximizing utility. This process creates happy stakeholders, who the facility will serve for decades. Our expertise lies in helping to define the features to maximize utility and integrating them into a design that will be economical and easy to operate and maintain.



We recommend the following method:

1. **Establish goals;** define what you want to achieve in the design of your aquatic center and how best to serve your patrons. Seek input from your user groups and define their needs, wants, and desires for the facility. We utilize surveys and interviews to glean necessary input from stakeholders.
2. **Collect and analyze facts;** regarding the existing conditions of your proposed site, including the location and proximity of utilities and geotechnical conditions. We will establish a matrix comparing the strengths, weaknesses, opportunities, and pitfalls of the site development.
3. **Establish program & conceptual design;** by assessing the inherent virtues regarding development. Essential aspects considered will be phasing, expandability, development impact, cost, access, and accessibility. Development of the facility will require creatively addressing functional solutions. Technical aspects that impact the project, like grading, access, soil characteristics, fault line location, orientation, and future expandability, will be considered. When integrated into the thought process from the start, these issues will help create a clear picture of opportunities and establish and define the most viable design.
4. **Determine needs** and distinguish them from wants. The budget is the driving force. Our team of experts enjoys this challenge and is renowned in the industry for our innovation. Since many entities separate the cost of the facility from the cost of maintenance and operations, we have had great success in creating facilities that are operated and maintained within budget. These efforts require preliminarily sizing pool equipment, allowing energy usage and life cycle

cost to be part of the selection process in attaining energy savings.

5. **Seek solutions;** by considering your patrons' desires and the site conditions, we will define spatial relationships and present potential solutions that will stimulate decisions and define preferences. The analysis will organize the information gathered and emphasize a direction based on the framework created. That will lead to a facility designed and constructed within budget and on schedule. The goal is to provide utility, expansion, and adaptability for multiple uses over a long period and weave the aquatic facility into the fabric of the community in a seamless manner.



Programming, Design, and Construction Documentation, as proposed by the Arch-Pac Aquatics Team, involves an educated, organized method of inquiry. The result defines the most plausible and cost-effective solutions and renders an exceptional aquatic facility. As a team effort with our clients, we have designed many "award-winning," exceptional and profitable facilities. We are enthused about working with you to realize your goals.



RESOURCES:

Arch-Pac, Inc. is a team of Architects and Engineers who excel at aquatics. Because Arch Pac, Inc. uses the same team on each project, communication is open and concise. The net result is that each project is delivered on time and budget. We stay current with emerging technologies, LED underwater pool lighting, VFDs, regenerative filters, VGB anti-entrapment grating, PVC stainless steel vessels, high-efficiency Lo NOx boilers, UV for water treatment, ADA access, and insulated deck finishes and storm drain connections.

We believe Arch-Pac has a unique approach to the professional services facilitated by qualified staff. It is "HANDS-ON," meaning those most qualified and experienced are assigned to the project from its inception through completion. The difference is most evident in the interview process. Most firms send marketing people with impressive titles, who neither possess degrees in design sciences nor are licensed as Architects or Engineers, to the interview to present themselves for your consideration. Once selected, you rarely see those people again – nor would you want to. Our Architects & Engineers are computer literate, not only in word processing and spreadsheets (communication and estimates) but in specifications and construction documentation (Autocad). This literacy makes our team more cost-effective and easier to communicate with you and other team members.

Arch-Pac, Inc. is a medium-sized firm. We have worked together before and often, and as a matter of course, work together well and communicate using computerized data transfer methods; we have a corporate BOX. We standardized our production methods and understand how and when input is required from each discipline. Our scheduling software is Microsoft Project which renders both CPM, Pert, and Gantt Charts. Word processing uses Word, and Estimating is Excel, CADD is Autocad, rendering is Sketch-up, file transfer is Adobe for all construction documentation. We have found that these tools assist our team in being extremely efficient and productive. It is that productivity and experience will complement delivering your project on time and on budget. We have an in-house specification system that automatically coordinates design and specifications, which is Copyrighted.



CURRENT PROJECTS & CAPACITY:

We are a dynamic group of professionals and currently have several projects in various design and construction stages, from preliminary to construction administration. Our current workload is the following:

- | | |
|--|---|
| Arlington High School Pool in Riverside, CA | La Jolla H. S. Pool in San Diego, CA |
| Channel Islands High School Pool in Oxnard, CA | Keiser Park Aquatic Facility in Windsor, CA |
| Pacifica High School Pool in Oxnard, CA | Wet Play Feature in Santa Rosa, CA |
| Livermore High School Pool in Livermore, CA | Clovis West High School Pool Renovation, Clovis, CA |
| Granada High School Pool in Livermore, CA | 67 th & Main in Los Angeles an SRO pool in Los Angeles, CA |
| San Geronio High School Pool, San Bernardino, CA | The Bay Club in Manhattan Beach, pools |
| Foothill High School Pool in Sacramento, CA | Church & 8 th in Nashville, TN |
| Bell Gardens H.S. Pool in Montebello, CA | |
| Montebello H. S. Pool in Montebello, CA | |

To "bottom line" the question you may have regarding our ability to produce your project. Our work capacity, while busy – we have plenty of capacity to complete your project. Your project is not too large, nor the schedule too aggressive. We would seem to be a perfect fit.

RECORD OF COMPLETION:

We have explained who we are and what we do. We have even explained how we will accomplish your project. We have only had three slow to be constructed in the thousands of aquatic facilities we have accomplished. Those were because of clayey soils and an overabundance of rain during the time of construction. They were the Blackhawk Country Club Pool in Danville, CA, Vista WAVE in the City of Vista, and the Martinez Aquatic Complex. Each had similar expansive soils (clayey Bay mud) that retained moisture when rained upon, and construction needed to pause until soils dried so that lime treatments could take effect. The rainy season was exceptionally wet that year. So the construction delivery process slowed to accommodate weather conditions, as pressing the construction would have added cost. There has never been an instance when Arch-Pac failed to meet a deadline.



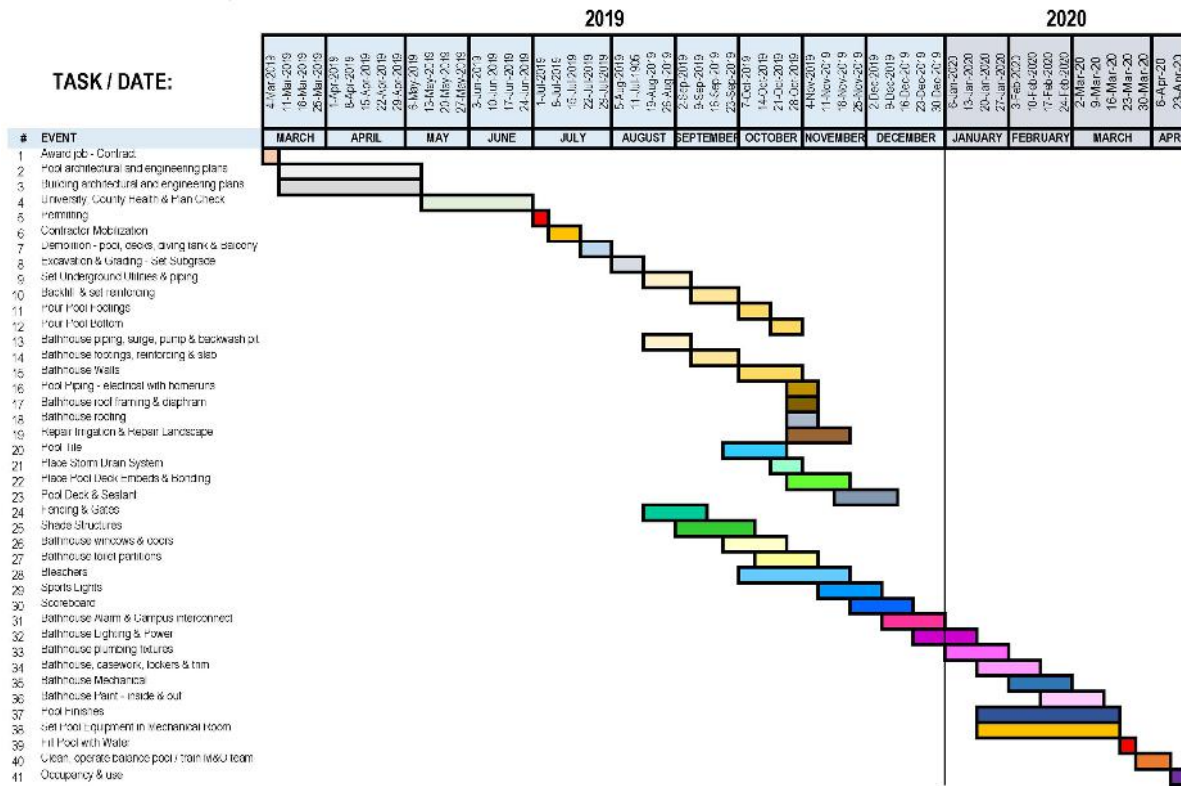
RESPONSE TIME

There have been times when the plan check period and review process were longer than the construction documents creation, taking an excessive amount of time. The construction of your project should take about six months for the aquatics portion, and if the building is replaced, an additional six months (so about one year in construction). After the programming is complete, the architecture and engineering are complete. Schematic design through occupancy will be about a year and a half, depending on who the low bidding contractor is. The Microsoft Project printout is too large to show in this format – the attached is Autocad's depiction of a chart showing the critical path about twelve feet long. The schedule below was for a similar project.



MICHIGAN STATE AQUATIC COMPLEX

SCHEDULE



COST ESTIMATION:

We have provided our cost estimate in our Proposal, attached to this Statement of Qualifications as tab 11. It is hard to estimate your probable cost with our qualifications as the estimate is the springboard for our fee generation based on the estimates. Our estimates are based on the recent historical costs, and we are in touch with our marketplace. We have also licensed pool contractors on staff (C-53) #838073.

CONTRACT ADMINISTRATION:

The licensed professionals at Arch Pac, Inc. complete dozens of aquatic venues annually. The result is that each project is delivered on time and on budget. The construction process is observed to ensure that the project as designed and budgeted is built. The "boots on the ground" will be those most likely to discern that construction is being completed correctly and to anticipate any modifications, shortcuts, or changes before they occur.



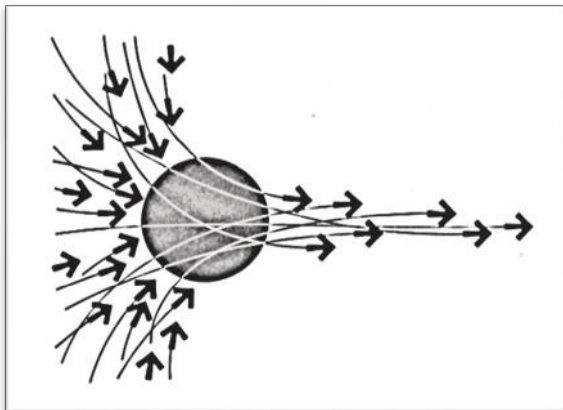
PUBLIC AGENCY EXPERIENCE

MUNICIPAL POOLS

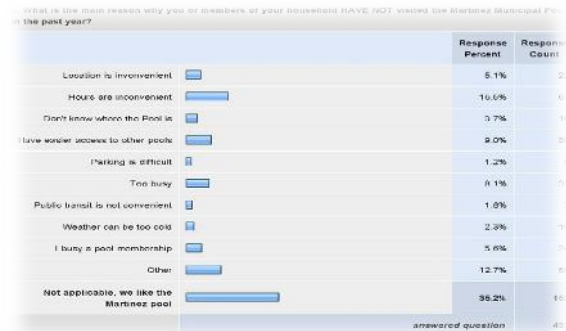
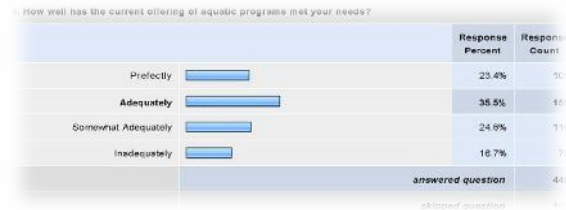
Our work's Lions' share is with public agencies, with about 30% with City Governments and 50% with Schools and Universities, and the remaining 20% with health clubs, hotels, and water parks. There are commonalities because all pools fall under the same Codes and constraints. As the uses of each pool are defined, they are utilized to dictate pool size, depth, volume, turnover, and temperature. The pool water source dictates the oxidizer and sanitizer choice and much of the mechanical equipment.

As a programming specialist, we ensure that your new facility is not a reaction to the deficiencies of your existing facility and responds to Code limitations yet achieves your goals and satisfies your needs. Programming is accomplished while considering your budgetary limitations. The process begins with divergent thought by considering the site, the soil, the patron's and operator's needs and correlating them with the budget. We then turn to the introspective by considering the interrelationships and adjacencies of the facility and its construction and operation costs. Most municipalities allow discounts for their citizens, which is accomplished by understanding that the City is extending a benefit at the sacrifice of profitability.

The gathering of information starts the process, and defining your constraints and needs is part of the information required. Involving the patrons is important as all will feel authorship and understand and own the solution. Participants will understand the why and how and the sacrifices made to achieve the most important components of the program elements. The tailoring of the facility begins by inviting the community to weave the fabric that is utilized to create the custom fit. The pattern isn't cut until measurements are taken. We proceed from the broad perspective by converging on and defining the desired solution.

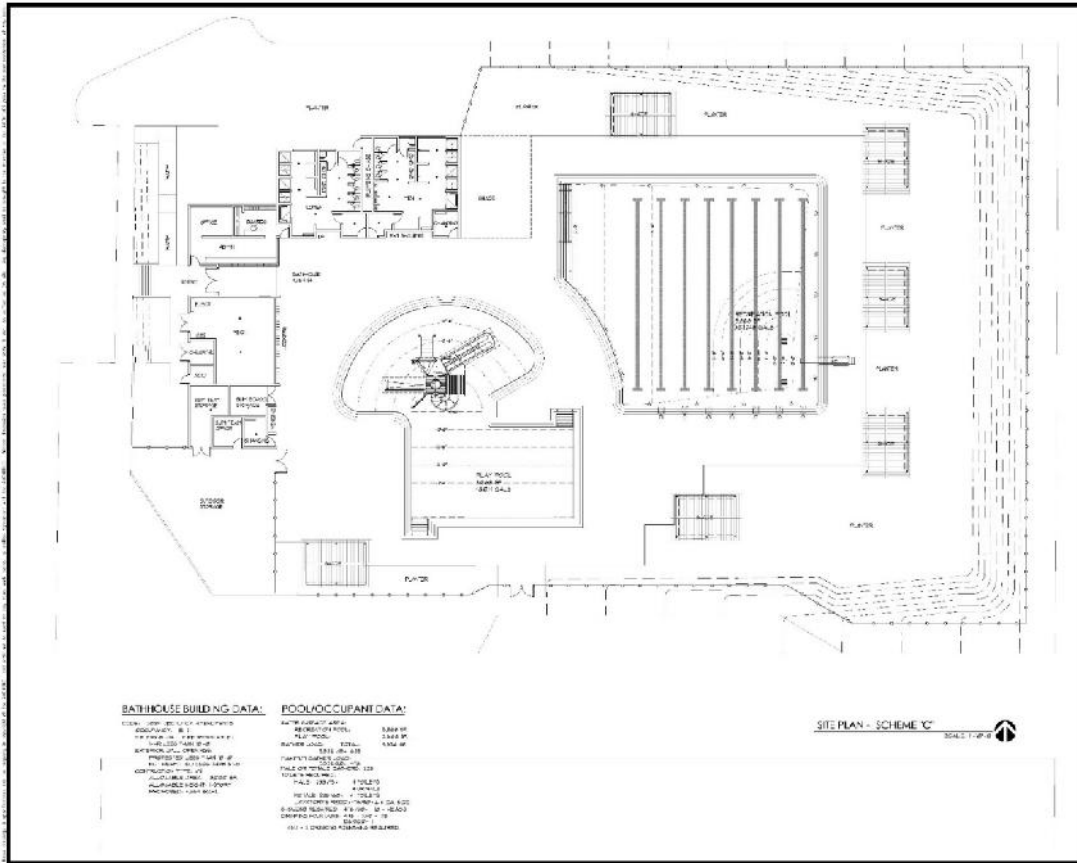


Shared facilities are quite often our target and have become an area of our expertise. The combination of uses by two entities is great for the bottom line as it allows use by a much greater percentage of the community. For example, in the winter, most aerobics classes have members that will, even in cold weather, visit the pool for exercise. If the pool is not heated, this can't happen. If the local schools use the pool for water polo and competitive swimming, the pool must be heated. So the synergy allows for heating the pool for use during the winter. In the summertime, the City Parks and Recreation programs can continue, creating a win-win for all involved.





PUBLIC AGENCY EXPERIENCE



PROJECT NAME	CITY OF MARTINEZ
PROJECT ADDRESS	1341 DISTRIBUTION WAY, SUITE 11, VISTA, CA 92081
PROJECT CONTACT	STEPHEN MARTINEZ, CITY ENGINEER
PROJECT PHONE	(760) 734-1600
PROJECT FAX	(760) 734-1601
PROJECT EMAIL	SMARTINEZ@CITYOFMARTINEZ.CA.GOV
PROJECT WEBSITE	WWW.CITYOFMARTINEZ.CA
PROJECT STATUS	PROPOSED
PROJECT DATE	NOVEMBER 2011
PROJECT SCALE	AS SHOWN
PROJECT DRAWN BY	ARCH-PAC AQUATICS
PROJECT CHECKED BY	ARCH-PAC AQUATICS
PROJECT DATE	NOVEMBER 2011

EXPENSES	Year Zero	Year One	Year Two	Year Three	Year Four	Year Five
OPERATIONAL EXPENSES	\$ 25,150	\$ 622,258	\$ 645,964	\$ 670,504	\$ 695,907	\$ 750,209
Utilities	\$ -	\$ 58,808	\$ 60,572	\$ 62,389	\$ 64,261	\$ 66,189
Pool Chemicals and Supplies	\$ -	\$ 23,810	\$ 24,524	\$ 25,280	\$ 26,018	\$ 26,798
Maintenance	\$ -	\$ 61,500	\$ 64,310	\$ 67,144	\$ 70,004	\$ 70,689
Equipment and Supplies	\$ -	\$ 11,500	\$ 11,960	\$ 12,438	\$ 12,936	\$ 13,453
Staff	\$ 70,150	\$ 473,840	\$ 440,794	\$ 458,425	\$ 476,762	\$ 495,633
General Office	\$ 5,000	\$ 17,800	\$ 18,804	\$ 19,846	\$ 20,926	\$ 22,047
Miscellaneous	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
PROGRAM EXPENSES	\$ 8,745	\$ 94,994	\$ 110,259	\$ 126,627	\$ 133,089	\$ 144,941
Community and Educational Programs	\$ -	\$ 5,650	\$ 6,773	\$ 8,092	\$ 7,342	\$ 7,709
Fitness and Therapy	\$ -	\$ 9,300	\$ 10,605	\$ 12,551	\$ 12,128	\$ 12,738
Learn to Swim	\$ 5,895	\$ 51,150	\$ 60,566	\$ 73,450	\$ 76,748	\$ 85,748
Camps and Clinics	\$ -	\$ 15,285	\$ 17,577	\$ 18,984	\$ 19,933	\$ 20,919
Team Programs	\$ 2,850	\$ 13,329	\$ 14,946	\$ 16,051	\$ 16,908	\$ 17,828
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEBT SERVICE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROPERTY TAXES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 33,895	\$ 717,252	\$ 756,223	\$ 797,330	\$ 828,996	\$ 895,150
REVENUE						
FACILITY REVENUE	\$ -	\$ 332,112	\$ 413,111	\$ 474,761	\$ 498,430	\$ 522,537
Lamps and Clinics	\$ -	\$ 9,000	\$ 12,450	\$ 14,126	\$ 14,582	\$ 15,061
Fitness and Training Rental	\$ -	\$ 120,150	\$ 136,125	\$ 154,190	\$ 162,436	\$ 173,798
Events	\$ -	\$ 100,000	\$ 148,211	\$ 181,490	\$ 182,468	\$ 193,499
Therapy, Retail, Health	\$ -	\$ 3,500	\$ 3,675	\$ 3,859	\$ 4,052	\$ 4,254
Sales	\$ -	\$ 4,000	\$ 4,500	\$ 4,968	\$ 5,236	\$ 5,477
Daily Use and Memberships	\$ -	\$ 85,000	\$ 97,750	\$ 105,570	\$ 110,849	\$ 115,282
Facility Sponsorships/Advertising/Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School District or Park and Rec Usage Fees	\$ -	\$ 10,000	\$ 10,300	\$ 10,600	\$ 10,927	\$ 25,255
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROGRAM REVENUE	\$ -	\$ 210,623	\$ 245,494	\$ 288,339	\$ 304,631	\$ 339,723
Community and Educational Programs	\$ -	\$ 11,250	\$ 12,938	\$ 15,073	\$ 13,671	\$ 15,405
Fitness and Therapy	\$ -	\$ 25,000	\$ 28,750	\$ 31,050	\$ 32,603	\$ 34,233
Learn to Swim	\$ -	\$ 117,673	\$ 138,601	\$ 172,895	\$ 183,315	\$ 206,416
Camps and Clinics	\$ -	\$ 33,300	\$ 38,495	\$ 41,459	\$ 43,427	\$ 45,598
Club Team and Training Programs	\$ -	\$ 23,400	\$ 26,810	\$ 28,063	\$ 30,516	\$ 32,042
Program Sponsorships/Advertising/Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL INCOME	\$ -	\$ 542,735	\$ 658,605	\$ 763,099	\$ 803,061	\$ 866,260
NET REVENUE (DEFICIT)	\$ (33,895)	\$ (174,517)	\$ (97,619)	\$ (34,231)	\$ (25,935)	\$ (28,890)

QUALIFICATIONS:

"FIRM'S" have no experience nor can they be qualified. "FIRM'S" never earn degrees, achieved diplomas, and cannot be professionally licensed. However, A&E Firms, when led by licensed professionals who have achieved the credentials referenced and who gain experience as they practice. Leadership is important as a professional service firm should be led by an Architect or Engineer and not want an equipment salesperson or vendor who imposes influence on equipment selection. All product and material selections should be made in the client's best interest and not based on which items have the greatest profit margins or sourced with acquaintances.

"Professionals" are not considered such because they charge, but because they apply their education and experience, making their involvement valuable and essential. Arch-Pac is a group of licensed, credentialed, and degreed professionals, with over a thousand aquatic facilities, designed. Our passion is Aquatics, and it has remained so for almost four decades. The firm provides a "package" for the provision of professional services. Appropriately the name "**Arch**" itecture & Engineering "**Pac**" kage, "**Aquatics.**"

As professionals, we often work together, so coordination and communication are open and concise. Each project is delivered on time and on budget and led by a skilled professional. Projects are led from programming and design through construction to ensure that the project design and budget are fully defined and implemented. Turlock's Columbus Park is an important community asset. We commit the same personnel proposed to the project throughout the project delivery process from inception through commissioning to ensure success. Marketing personnel would not be needed or desired within the project delivery process.

Arch-Pac was founded over three decades ago by Ken Moeller, Architect, Landscape Architect, and LEED AP BD+C. Our mission is to provide the finest in aquatic architecture and engineering. Your goals, needs, wants are the driving force behind our efforts. Leadership will ensure you attain your goals.



CSU Stanislaus Pool - Turlock, CA

Contact: Melodi Maffei,

Capital Planning & Projects 209 367 3624

Complete: 2017

36m x 25yd with ADA ramp & diving with mechanical room

Design, Bid, Build

Budget \$3,540,000

Construction time: 6 months

We recently completed CSU Stanislaus's new pool, and our estimate for the project was \$3,540,000, which was within \$10,000 of the awarded bid price. It was a replacement facility for an aging existing pool facility. CSU's budget was paired and the program adjusted to provide for the needs of their patrons and user groups. We designed a ramp for use by the exercise science and rehabilitation programs and encouraged the disabled to participate. Patrons have many recreational opportunities, including competitive swimming, diving, water polo, and physical education, as all were also incorporated. Accessible lifts, muscle weight measurement, competitive timing, and public address systems were also important considerations.



Rankin Park – Martinez, CA

CPRS award for best aquatic facility
 Budget: 6 million
 Contact: Patty Lorick, Director of Parks & Recreation
 retired
 925 818 7156 (personal cell)
 pattylorick@att.net

Rankin Park was a City-funded project from a bond election wherein the community provided \$6,000,000 to replace their 1920 vintage swim center. During the programming process, we provided real-time costing for our designs and examined various configurations and amenities. The facility was provided on budget and constructed on schedule despite the wettest rainy season on record for a decade occurring during construction. The previous facility's operations and maintenance costs were a fixed limitation and set as a design constraint for the new facility's design. Using BIM modeling, the cost to operate was calculated as the new venue needed to perform within the old operational budget. The limited budget became even more challenging as the facility users increased by 600 percent. It was also decided to operate the facility year-round instead of just for the summertime.



Reedley Aquatic Complex

Kings Canyon Unified School District & City of Reedley
 Contact: John Quinto, Ph.D. Kings Canyon USD
 559 305 7010 (personal cell)
 12 million in 2013 – 50m by 25 yds & 4-lane warm-up pool
 Complete 2015 (lease, leaseback) Construction was a little under one year. Harris Construction was CM at risk.

The team also achieved success at the Reedley Aquatic Center, including site selection and programming to ensure stakeholder needs and an accurate budget were achieved and maintained during the construction process. Delivery of the project on schedule and budget is not an anomaly. Such an achievement is based on a professional approach to the project delivery process. We will work hard to ensure that your project is delivered similarly and that your needs and requirements are met. Reedley was a lease-leaseback project.



Olympic Trials Century Center

Omaha, Nebraska

Mike Mintenko

941 955 2591 (personal cell)

Two temporary 50meter pools – relocated to St. Ynez H. S. They were originally Constructed in 10 days with DWR as a Design-Build Project. Budget 2.5 million per pool. For U.S. Swimming for the Olympic Trials. The trials took place over two weeks inside the Century Link Center. The pools were then disassembled in a few days and relocated.



Da Vinci H. S. & El Segundo Aquatic Center

El Segundo, CA

Contact: Vince Madsen

562 320 9127 (personal cell)

13 million

54m by 25m with shallow end "L" & 4-lane warm-up
With two moveable bulkheads, teaching & diving, the pool can be reconfigured into dozens of different configurations and is a shared facility between El Segundo and the Weisburn Unified School District.

Complete Fall 2019

The high school was the entire project, completed with Gensler, the Sports portion taking just over a year. The Contractor was California Commercial Pools.



San Benito Aquatic Center - Hollister, CA

John Corrigan, Trustee for San Benito H. S. District

831 682 5404 (personal cell)

12 million completed Sep 2019

50m by 25yd and 8-lane warm-up/teaching pool, CM was BLACH with Nadar Construction - one year with ballfields



Northgate Aquatic & Sports Medicine Complex

Mt. Diablo Unified School District

Tim Cody, Director (retired) – assistant Melanie Koslow

925 956 0446 (personal cell)

6.4 million – Complete 2015

40m by 25yd pool – Cantilever Gutter

Construction time ten months. Included Sports Medicine and Bathhouse facility.

Arch-Pac was lead Architect

Western Water Features performed: Bid, Build Contractor



St. Helena High School Pool

Bill McGuire, Deputy Superintendent
916 566 1710
36m by 25yd
5 million
Complete Oct 2015
Arch-Pac was the lead architect
Construction time eight months – included bathhouse
Contractor: Waterworks Inc.



Cathedral City High School Aquatic Center

Contact: Julie Arthur, Executive Director of Facilities
760 883-2710 ext. 4806142
Palm Springs USD
36m by 25yd
3.0 million
Complete Nov 2018
Contractor: California Commercial Pools
Construction time seven months



Grant Union High School Aquatic Center

Bill McGuire, Deputy Superintendent
Twin Rivers Unified School District
916 566 1710
36m by 25yd
6.6 million
Complete Nov 2017
Contractor: Waterworks
Arch-Pac was the lead architect – included bathhouse,
construction time 1 year



Palm Desert Aquatic Center

Janis Steele, Director of Parks & Recreation
(now) Director of Facilities, E. Carolina University
760 774-3444
15 million,
Complete Summer 2012
Arch-Pac - lead Architect
Construction time fourteen months
Design, Bid, Build



SUSTAINABLE DESIGN:

"Sustainability" in Aquatics places a growing awareness on environmental issues and their effect on the built environment. Our passion for "Green Building" includes using recycled products and materials and methods that are particularly effective, efficient, and provide economy. As a society, we have become acutely aware of anomalies such as fuel and water shortages and health issues (disease), both of which impact pool design and operation. Conscientious pool design recognizes that pools require energy and water economy. We advocate using insulating covers and selecting pool sanitizers to create a safe environment and minimize cost.

Sustainability is an important ingredient in pool design. We have received awards for LEED-certified projects in Camp Arroyo in Livermore, CA, and San Mateo High School Pool. We also designed the award-winning project at Camp Campbell (YMCA) in Boulder Creek, CA, an "Earth Day top Ten" project. Roseville Aquatics Complex received a design award from the NRPA. The Wave in Vista, CA and Rankin Park in Martinez received the best project award for Aquatics from CPRS.

Pool Design lends itself to "green building." It includes considerations like LED underwater and sports lighting, sustainable concrete mix designs utilizing on-site aggregates from the pool excavation as an addition to the concrete mix design, including recycled components (fly-ash). By developing a sensitivity to orientation, site planning, design, and the inclusion of energy-efficient devices such as high-efficiency heaters and premium pump motors with VFDs, we can greatly reduce maintenance and operation costs. The utilization of regenerative media filters with minimal backwash (water loss through backwash) and the ability to remove finer particles, even microbes that have the potential for causing diseases, was also implemented.

PROJECT DELIVERY PROCESS:

The "project delivery process" exposes the fact that the Aquatics imposes significant constraints on the remainder of the project. The pool's surface will determine the number of occupants, which defines the number of plumbing fixtures and support facilities required. The patrons served will establish the size and configuration of the complex and limit access and egress requirements.

The programming and design process is one of balancing the requirements, needs, goals, and opportunities with function, form, budget, and schedule. El Rancho H. S. stakeholders will become satisfied that the direction and solutions generated will respond to program needs and provide future flexibility and growth. Programming will

ensure that the aquatic facility designed is produced by providing real solutions that will allow the facility to remain vibrant and exciting into the future. The more useful your facility, the more utility it offers, and the more likely it is to operate economically.

A good example of sustainable design is our work at Valley Christian High School in San Jose. This 53-meter by 25-meter pool is not only adjustable to every competitive swimming and water polo course through the use of moveable bulkheads, but the pool is also the source water for the high school's fire suppression sprinkler system (containing almost a million gallons in reserve). The immediate availability of water for fire suppression is a community asset that is both obvious and desirable and otherwise unattainable without great additional expenditure.

The pool filtration is yet another community asset, along with the water contained in the pool. Proper pool filtration renders pool water potable, and the community at large can then use it should a natural disaster occur, for drinking water or as a source for fire fighting. Further, the backwash water can be retained as gray water and utilized for irrigation. Special filtration media can also greatly reduce the transmission of disease, germs, and "blood-borne pathogens." Filtration helps to promote good health and sanitation. Pool water becomes a "sustainable" asset when it becomes reusable, cleaner, and utilized longer based on fewer chemical additions.

The oxidation, sanitation system, as well as automated control also contribute to sustainability. On many occasions, we have used Ultra Violet and Ozone to augment other oxidizers and sanitizers to make the pool a healthier place and free of germs, algae, and safer for patrons with less chloramine contribution to the atmosphere. The use of CO₂ to adjust pH is also a viable consideration because it places less dependence on acid to adjust pH, which requires on-site storage. Acid is corrosive and dangerous for pool operators to handle and even more dangerous if spilled and difficult to store.

ARCH-PAC, AQUATICS:

We will lend our expertise in such a manner as to provide the City of Turlock with both excitement and operational efficacy. We have completed many aquatic complexes of similar size and cost to your proposed facility. Our goal is to satisfy your needs by programming, designing, and constructing the built environment in a cost-efficient and effective manner via clear and concise construction documentation and innovative design. We will create an inviting, built environment that satisfies all stakeholders for decades.

TECHNOLOGY:

Based on the number of projects and the quality of our work, we have the technical expertise you seek. We have completed hundreds of similar aquatic projects. Having a large volume of work from which to glean cost and scheduling information on related projects allows us the ability to provide you with an accurate budget and schedule. However, before that is accomplished, some issues should be researched and for which the City and the design team should resolve before "jumping in."

1. Are as-built documents available? These will be important as they will divulge if concrete transite asbestos pipe is utilized, which must be abated.
2. A Geotechnical report of the chosen site's soil conditions typically takes about two months and costs \$10,000. Soil type determination will provide structural loading, seismic values, groundwater and corrosivity, and allow the report to be certified with CGS. The constraints imposed by the site conditions will impact the construction method, structural design and impact the cost as mitigation alternatives are considered.
3. The existing park utility location and plan are essential as utilities are expensive to move and extend. If their movement is required, this work should be accomplished ahead of time. The site survey should be done, the meets and bounds established, and the utilities, size, depth, and material. All existing utilities are located and marked and incorporated into the development plan – especially around the pool area. The Civil engineer will also provide topography, grading, stormwater, and erosion control for consideration.
4. The geotechnical report will provide needed insight as groundwater depth is determined. The report will also define soil type, characteristic, and bearing capacity, as required to evaluate the pool structure vessel. The existing soil corrosivity and expansivity will also allow us to select building materials such as concrete type and rebar coating. If the soil predicated the possibility of differential settlement or the use of caissons, it impacts both cost and schedule. If the existing pool as-builts show foundation drains for dewatering and caissons with grade beams, we will need to incorporate these site constraints.
5. Special considerations should be investigated, such as proximity of amenities in the park such as parking and access. Can the facility be shared with a School District (as an example) to help defray maintenance and operation costs? Should a construction type that will allow emptying the pool in the winter reducing costs if no winter use is required? If the pool is a summertime-only use, does it require a heater?
6. The mechanical room requires easy access from the street (or alley) for bulk pool chemical delivery. The Chemicals chosen will be selected to be safely stored with proximity to adjacent residents and park patrons? We will select the most effective chemicals offering the least cost and evaluate them based on source water characteristics.
7. The impact of the chosen pool chemicals on the Cities hazardous material checklist as they are added and ultimately reported to Cal OSHA and the local fire department should be considered.
8. Suppose the as-built drawings or an inspection in the mechanical room shows asbestos concrete piping in the pool recirculation system. In that case, hazardous material will need mitigation.
9. A test for hazardous material may reveal lead in the pool tile or the paint in the mechanical room on older pools. This mitigation will impact the budget.
10. The distance to the landfill will also affect cost. If the site for construction debris from demolition is distant, the cost for hauling requires consideration.
11. What type of utilities are on-site?

12. Is there 480v 3phase power? If not, what is there? Does the 3 phase power have a delta leg?
13. How old is the electrical panel? Is it efficient? Are there any replacement parts for it?
14. From where is domestic water coming? Is it well water? How is it treated? Does it have contaminants that will require pre-treatment?
15. What size is the domestic cold water source? Is there a dedicated RPBFP?
16. Is there a desire for a separate meter for the pool's water use?
17. Is there a desire for a separate natural gas meter for the pool heater's gas use?
 The pool boiler will require natural gas and operates more efficiently when the higher pressure lines are reduced to low pressure via a regulator within six feet of the unit. Is this possible? What pressure is the gas distribution line? Can a natural gas heater be certified by AQMB in your location? Alternative more sustainable heat sources?
 How deep and what size are the sanitary sewer lines? This will help to determine the best filter type – especially if greater amounts of backwash are proposed.
 Where is the storm sewer point of connection, and how deep and what size is it?
 Is stormwater required to be kept on-site in retention basins? If so, how large and where are the retention basins to be placed?
18. Based on the geotechnical report, is any part of the site on unclassified fill?
19. What size pool will be required to accommodate all of the proposed uses?
 Water polo – requires 6'-6" minimum depth and a 25-meter course.
 Diving – 1-meter board requires 12'-6" minimum depth at plummet.
 Competitive Swimming – High School swimming uses either 25 meters or 25 yards
 Teaching – shallow area to 3'-6" minimum (Code required)
20. Steps – easier entry and requires 3'-6" minimum depth at the base of steps
 ADA lift – to be in the shallow end of the pool or perhaps a ramp instead of a lift.
20. What size the pool water surface area is, dictates the use of:
 Surge tank
 Continuous gutter or skimmer
 Wall inlets or floor inlets
 (your current pool is already too large to be a skimmer pool – which it is. When renovated or replaced if, at the same size, the pool will require a continuous gutter, surge tank, and floor inlets, none of which are currently a part of the existing pool design.)
21. Type of continuous gutter required, cantilever or rim-flow.
22. The size of the recirculation and filtration system is based on pool volume and turnover rate.
23. Turnover rate dictates the size and HP of the pump, size of the filter, and chemical use.
24. The boiler size depends on the use of pool covers and the surface area of the pool.
25. Will there be bleachers?
26. Will there be a need for shade? If so, where? Orientation will be important with placement.
27. Is the path of travel from the parking lot, through the bathhouse to the pool deck ADA accessible?
28. If not, will this work be included in the pool project as ADA will demand it?
29. The enclosure must be non-climbable, and gates must have panic hardware.
30. Signage around the pool is required and specific. Warnings & depths must be marked.
31. Is a Scoreboard and timing system required or desired?
32. Will there be a need for after-hours use? Are sports lights required? Impact on neighbors?
33. Is there an existing CEQA report? What are its limitations?
34. Will an automated pool vacuum be utilized?



TECHNOLOGICAL EXPERTISE

35. Hose bibbs are required at 75'-0" around the pool for deck cleaning?
36. Duplex power outlets are useful for deck equipment (vacuum, lap clocks)
37. Will there be a public address system.
38. Will there be a need for an administrative area for staff, coaches, and storage of equipment?

There are many important considerations in planning the pool or even expanding the pool area. Every decision made has a budget impact, and ramifications should be considered. On the heels of the decisions above should come the second series of questions dealing with "Sustainability" and life cycle costing.

1. The concrete mix design be based on longevity and durability not only for pool structure but pool decking.
2. Rebar is f'y of 60K now based on Code requirements for #4's and greater.
3. Shotcrete use requires #4 thru #5 bars with non-contact splicing.
4. PVC pipe is not considered sustainable but far less expensive than HDPE and therefore should be utilized as it provides far greater longevity than the next best alternative.
5. The use of smooth wall pipe greatly reduces friction loss in the pool piping.
6. The selection of pool equipment will greatly reduce the cost of maintenance and operation.

A premium pump with flooded suction with a VFD will save about 20 percent of its operating cost.

A Heater that is high efficiency and LoNOx will reduce its carbon footprint, and the use of a cover will reduce the cost of heating the pool by fifty percent.

The selection of pool chemicals should be based on the source water characteristics. For example, suppose the pool water source is from the local water company and add CO₂ to adjust pH. In that case, we should respond with dilute Hydrochloric acid. It will also adjust pH and reduce the alkalinity levels caused by water treatment at the

municipal plant. Therefore less demand will be placed on chlorine.

The correct form of chlorine can be chosen based on the plaster as calcium hypochlorite will provide an elevated calcium level and prevent pool water from leaching the calcium from the plaster – allowing the plaster to last longer. If a PVC liner is chosen, augmentation with calcium is not required.

7. The selection of pool equipment will enhance pool safety, conserving energy.
8. Certain geotechnical conditions may dictate the consideration of a stainless steel vessel with a PVC liner as this system is less affected by corrosive soil and chemicals in the pool.
9. The selection of a regenerative perlite filter will allow for microbial contaminants to be filtered as they filter particle sizes out as small as 3 microns. The average high rate sand filter only filters particles to 30 microns. Some filters have rechargeable media, unlike your current high rate sand filters. The induction of motor oil into the pool would not affect certain filter types.
10. UV can also be utilized as well as Ozone to enhance public safety and prevent disease.
11. The use of regenerative filters reduces water use by over 90 percent.

As LEED-certified professionals AP BD+C, we understand that pools are not certifiable under LEED. The adjacent building is, and the points towards certification can be gleaned from the proper selection of pool equipment. Our passion for "Green Building" has driven the intentional integration of recycled elements into the design that lends efficiency or effectiveness and offers payback or economy. Incorporating elements that "give back" to the community is an important part of "green architecture." As a society, we have become acutely aware of anomalies such as fuel shortages and health issues (diseases), both of which impact pool design. Conscientious pool design recognizes that energy efficiency is required and integrated into the design.



TECHNOLOGICAL EXPERTISE

While aquatic architecture presents an interesting challenge regarding sustainability, many potential design areas lend themselves to "green building." Sustainability includes the implementation of LED pool lighting, concrete mix designs utilizing on-site aggregates from the excavation ("rammed earth") as an addition to the concrete mix design of recycled components (fly-ash) to reduce the carbon footprint. Also important are site planning and design and high-efficiency boilers, and a VFD to reduce pool pump energy consumption.

The "project delivery process" exposes the fact that the aquatic component imposes constraints on the remainder of the project as the pool's surface limits the number of occupants that can be served and dictates the number of plumbing fixtures required as well as the size of support facilities. The patrons served will establish the size and configuration of the complex. The process of designing a project on time and on budget will demand that the design lead for the project be aware of the laws and Codes that govern aquatics. The programming and design process balances the requirements, needs, goals, and opportunities with function, form, budget, and schedule. The District staff will become satisfied that the direction and solutions generated to respond to program needs while considering future flexibility and growth. The programming process will ensure that the aquatic facility is designed and constructed on schedule and within budget, providing real solutions that allow the facility to remain vibrant and exciting in the future. The more useful your facility, the more utility it offers its patrons, and the more likely it is to operate economically.

SUCCESSFUL PERFORMANCE:

We recently completed CSU Stanislaus's new pool, and our estimate for the project was \$3,540,000, which was within \$10,000 of the awarded bid price. We also completed the Rankin Park in Martinez, California. The City funded this project from a bond election wherein \$6,000,000 was supplied. During the programming process, we provided real-time costing to our designs and exploration of various configurations. The facility was provided on budget and constructed on schedule. The City fixed the cost of maintenance and operation in its budget. The design of the facility was programmed, so the M&O remained the same. Using BIM, we calculated the cost to operate the pool

equipment and the new bathhouse to operate within the budget.

We have recent similar successes with Reedley aquatic center and the St. Helena aquatic complex. Both included site selection and programming to ensure stakeholder needs were met and real and accurate budgets were provided and maintained during the construction process.

SUSTAINABLE DESIGN:

"Sustainability" places a growing awareness on environmental issues and their effect on the built environment. Our passion for "Green Building" has driven the intentional integration of recycled elements into the design that lends efficiency or effectiveness and offers payback or economy. Incorporating elements that "give back" to the community is an important part of "green architecture." As a society, we have become acutely aware of anomalies such as fuel shortages and health issues (diseases), both of which impact pool design. Conscientious pool design recognizes that energy efficiency is required and integrated into the design. The average pool will cost twice as much to operate if insulating covers are not incorporated into the design and utilized.

Sustainability is an important ingredient in pool design. We have received awards for LEED-certified projects, one for Camp Arroyo in Livermore, CA, and the second for San Mateo High School Pool in San Mateo, CA., and Camp Campbell (YMCA) in Boulder Creek, CA. Two of the projects were recognized as "Earth Day top Ten" projects. We have also received design awards for Mahany Park Aquatics Complex in Roseville from NRPA in 2008 and for innovative design for the Wave in Vista, CA. While aquatic architecture presents an interesting challenge regarding sustainability, many potential design areas lend themselves to "green building." Sustainability includes the implementation of LED pool lighting, concrete mix designs utilizing on-site aggregates from the excavation ("rammed earth") as an addition to the concrete mix design of recycled components (fly-ash) to reduce the carbon footprint. Also important are site planning and design and high-efficiency boilers, and a VFD to reduce pool pump energy consumption.

The "project delivery process" exposes the fact that the aquatic component imposes constraints on the remainder of the project as the pool's surface



TECHNOLOGICAL EXPERTISE

limits the number of occupants that can be served and dictates the number of plumbing fixtures required as well as the size of support facilities. The patrons served will establish the size and configuration of the complex. The process of designing a project on time and on budget will demand that the design lead for the project be aware of the laws and Codes that govern aquatics. The programming and design process balances the requirements, needs, goals, and opportunities with function, form, budget, and schedule. City staff will become satisfied that the direction and solutions generated to respond to program needs while considering future flexibility and growth. The programming process will ensure that the aquatic facility is designed and constructed on schedule and within budget, providing real solutions that allow the facility to remain vibrant and exciting in the future. The more useful your facility, the more utility it offers its patrons, and the more likely it is to operate at break-even or above.

SUCCESSFUL PERFORMANCE:

We recently completed CSU Stanislaus's new pool, and our estimate for the project was \$3,540,000, which was within \$10,000 of the awarded bid price. We also completed the Rankin Park in Martinez, California. The City funded this project from a bond election wherein \$6,000,000 was supplied. During the programming process, we provided real-time costing to our designs and exploration of various configurations. The facility was provided on budget and constructed on schedule. The City fixed the cost of maintenance and operation in its budget. The design of the facility was programmed, so the M&O remained the same. Using BIM, we could predict the cost to operate the pool equipment and new bathhouse to operate within a budget.

We have had recent similar successes with Reedley aquatic center, a facility with a similar budget to your proposed facility, and the St. Helena aquatic complex. Both included site selection and programming to ensure stakeholder needs were met and real and accurate budgets were provided and maintained during the construction process.

ARCH-PAC, AQUATICS:

Our mission is to combine professionalism with creativity. Our passion is to lend expertise by providing our clients and their patrons with a fun, exciting, and operational, efficient aquatic complex. Over the past forty years, the firm has completed, on average, just over 30 aquatic venues annually. Aquatic complexes and water parks typically ranging in construction value from a million to twenty million depending on size and location. Our goal is to satisfy your needs by programming, designing, and constructing the built environment in a cost-efficient and effective manner via clear and concise construction documentation and innovative design. We are ultimately creating a built environment that satisfies not only our clients but the patrons of the facilities we design for decades to come.

PROJECT SCOPE ANALYSIS:

In the past, when we visited the Columbia Pool, it was obviously in need of renovation to be Code-compliant. We do not believe that the "master plan" provided based on only Code compliance should become your action plan. A thorough examination of the as-built drawings is necessary if the construction documentation still exists. Since its construction, and considering the seismic modifications to the Code in each Code cycle would entail approximately fifteen significant modifications since the Code. Any changes accomplished since 1957 being cosmetic and not counting towards Code compliance. Seismic changes alone in the CBC since 1957, was not even addressed in the evaluation. The possibility of renovating the pool and bathhouse may not be feasible as they most certainly require a significant structural overhaul to ensure safety. The pool also deserves a forensic investigation to verify the concrete vessel thickness, strength, reinforcement size, and placement. The structural scope doesn't appear within the considerations made, nor were several items deserving investigation, especially since there are clear structural cracks in the pool floor. The cost for each alternative should be fully examined and compared with your budget. How can a decision be made regarding direction without a clear definition of the scope of the work and a budget created from quantity takeoffs? A replacement pool and bathhouse cure all evils with a tailored response that completely satisfies your needs. If the current facility isn't an exact fit in responding to your needs, that won't change much if the pool and bathhouse are renovated.

Budgetary values are presented as lump sums and fail to explain the implications and content within the work proposed. The study in your RFQ/P presented as Exhibit A places no provision for escalation, which will impact the budget. For example, a gallon of gas has gone from \$3.50 to almost \$4.50 since the report was published, and anyone can guess where it will be in six months. The cost of a sack of Portland cement and a ton of steel has also risen just since the report was issued, and the cost of steel rebar at least ten percent. The cost of plaster for pools has risen by 25% to about \$12 psf. The Code required an increase in pool turnover rate since 1957 will require new piping that requires access after deck removal. The increased turnover will require a larger pump and greater filtration size. Also, remember that the PVC pipe did not exist before 1972, and so the underground piping is at the end of its useful life if it is steel or transite asbestos.

Once a significant investigation is made, it will be easy to recognize the best solution. As presented, if all of the above work is required, the cost to remodel or renovate will only be a small percentage less than the cost to replace the existing. With so much demolition proposed, most contractors will see this project as remove and replace anyway. The replacement may be more appropriate, and the new modern facility will cost about the same and be a perfect response to your needs and provide another fifty years of service. Also, it is difficult to predict costs hidden in latent defects found during renovation work, such as discovering hazardous materials or improper placement of rebar discovered during demolition. The lack of reference to the existing pool structure integrity (thickness of the reinforced concrete shell and rebar type and location) or the soil type, groundwater presence or caissons, and grade beams use. What if the existing pool piping is transite asbestos pipe and requires mitigation. In cutting the bottom to provide floor inlets and remove the transite pipe, a superstructure under the pool is encountered. Currently, there is no budget for the removal of hazardous material. Nor reference made to the cost of saw cutting the pool bottom, trenching, old pipe removal and new pipe placement, patching pool bottom, epoxy ties or rebar, and patching the pool shell. If the pool can be patched, this single item would be a far greater number than budgeted. The Code requires that any pool over 5,000 sf have a continuous gutter and surge tank. Your current budget does not include the cost of removing the skimmers, pool bond beam and replacing them with a new continuous gutter on the existing shell nor the surge tank. The current spray pad goes to the storm sewer, which with the current drought is not legal. It is a good time to remove and replace it with an amenity that provides water conservation and, based on pool water treatment, makes the wet play safer by using filtered, sanitized water.



PROJECT SCOPE ANALYSIS & BUDGET

When we accomplished the work at CSU Stanislaus in Turlock a couple of years ago, the geotechnical concerns drove the need for the pool replacement. The soil was found to be expansive, saturated, and requiring significant augmentation to make it suitable. I think that the geotechnical report at this time would be essential to the success of your project. The testing lab that takes the soil sample can also core the pool vessel in several locations. Our structural engineer can evaluate the seismic connections and construction of the existing bathhouse. Wouldn't it be better to know these limitations now instead of later when our options will be limited as the money spent will become "sunken costs?" Informed decisions are always easier if we take the time to be informed.

The City does not indicate which alternative in Exhibit A they prefer. The analysis in Exhibit A and the desired alternatives are abstract, leaving none of the proposed alternatives a clear choice without augmenting the selection with some research. We provide our "best guess" based on our familiarity with your facility and completing so many similar projects. Our proposal entails recognizing the impact of these items and suggesting an alternative scope and budget using contractor-generated numbers and design and design professionals instead of equipment sales associates.

The most egregious of the items that require resolution with any proposed scope of work

1. Pool recirculation system – floor inlets
2. Patch pool bottom after placing new recirculation system
3. Pool Plaster
4. Pool Deck with storm drainage
5. ADA accessible restroom
6. Signage and chemical storage
7. New mechanical equipment
8. Spray pad to be Code compliant and not go to waste
9. Convert gutter of the pool to be Code compliant for pools with a surface area over 5,000 sf to a continuous gutter pool.
10. The deep end of the pool is not needed if no diving board exists.
11. New sign package
12. New safety package
13. Depth and safety markers
14. Hose Bibbs as required at 75'-0" o.c.
15. New Gates and hardware for the tubular steel fence enclosure
16. Tile
17. Proper chemical storage
18. Deck equipment ladder not per Code
19. Dividing the wall in the pool to separate shallow areas was an attempt to circumvent the Code as a wading pool requires a one-hour turnover and not the six-hour turnover of the swimming pool.
20. Removal of wall step or shelf in the shallow end
21. The restroom is too small and not accessible
22. Main drain replacement
23. Automated controller
24. ADA access from parking to the facility
25. Need for parking.
26. Replacement of bathhouse and the mechanical room will make it Code complaint seismically



PROJECT SCOPE ANALYSIS & BUDGET

Based on the number of projects and the quality of our work, we have the technical expertise you seek. We have completed hundreds of similar aquatic projects. Having a large volume of work from which to glean cost and scheduling information on related projects allows us the ability to provide you with an accurate budget and schedule. However, before that is accomplished, some issues should be researched and for which the City and the design team should resolve before "jumping in."

1. Are as-built documents available? These will be important as they will divulge if concrete transite asbestos pipe is utilized, which must be abated.
2. A Geotechnical report of the chosen site's soil conditions typically takes about two months and costs \$10,000. Soil type determination will provide structural loading, seismic values, groundwater and corrosivity, and allow the report to be certified with CGS. The constraints imposed by the site conditions will impact the construction method, structural design and impact the cost as mitigation alternatives are considered.
3. The existing park utility location and plan are essential as utilities are expensive to move and extend. If their movement is required, this work should be accomplished ahead of time. The site survey should be done, the meets and bounds established, and the utilities, size, depth, and material. All existing utilities are located and marked and incorporated into the development plan – especially around the pool area. The Civil engineer will also provide topography, grading, stormwater, and erosion control for consideration.
4. The geotechnical report will provide needed insight as groundwater depth is determined. The report will also define soil type, characteristic, and bearing capacity, as required to evaluate the pool structure vessel. The existing soil corrosivity and expansivity will also allow us to select building materials such as concrete type and rebar coating. If the soil predicated the possibility of differential settlement or the use of caissons, it impacts both cost and schedule. If the existing pool as-builts show foundation drains for dewatering and caissons with grade beams, we will need to incorporate these site constraints.
5. Special considerations should be investigated, such as proximity of amenities in the park such as parking and access. Can the facility be shared with a School District (as an example) to help defray maintenance and operation costs? Should a construction type that will allow emptying the pool in the winter reducing costs if no winter use is required? If the pool is a summertime-only use, does it require a heater?
6. The mechanical room should be easily accessed from the street (or alley) for bulk pool chemical delivery. The Chemicals chosen will be selected to be safely stored with proximity to adjacent residents and park patrons? We will select the most effective chemicals offering the least cost and evaluate them based on source water characteristics.
7. The impact of the chosen pool chemicals on the Cities hazardous material checklist as they are added and ultimately reported to Cal OSHA and the local fire department should be considered.
8. Suppose the as-built drawings or an inspection in the mechanical room shows asbestos concrete piping in the pool recirculation system. In that case, hazardous material will need mitigation.
9. A test for hazardous material may reveal lead in the pool tile or the paint in the mechanical room on older pools. This mitigation will impact the budget.
10. The distance to the landfill will also affect cost. If the site for construction debris from demolition is distant, the cost for hauling requires consideration.
11. What type of utilities are on-site?
 - Is there 480v 3phase power? If not, what is there? Does the 3 phase power have a delta leg?
 - How old is the electrical panel? Is it efficient? Are there any replacement parts for it?
 - From where is domestic water coming? Is it well water? How is it treated? Does it have contaminants that will require pre-treatment?
 - What size is the domestic cold water source? Is there a dedicated RPBFP?
 - Is there a desire for a separate meter for the pool's water use?



Is there a desire for a separate natural gas meter for the pool heater's gas use?

The pool boiler will require natural gas and operates more efficiently when the higher pressure lines are reduced to low pressure via a regulator within six feet of the unit. Is this possible? What pressure is the gas distribution line? Can a natural gas heater be certified by AQMB in your location? Alternative more sustainable heat sources?

How deep and what size are the sanitary sewer lines? This will help to determine the best filter type – especially if greater amounts of backwash are proposed.

Where is the storm sewer point of connection, and how deep and what size is it?

Is stormwater required to be kept on-site in retention basins? If so, how large and where are the retention basins to be placed?

12. Based on the geotechnical report, is any part of the site on unclassified fill?
13. What size pool will be required to accommodate all of the proposed uses?
 - Water polo – requires 6'-6" minimum depth and a 25-meter course.
 - Diving – 1-meter board requires 12'-6" minimum depth at plummet.
 - Competitive Swimming – High School swimming uses either 25 meters or 25 yards
 - Teaching – shallow area to 3'-6" minimum (Code required)
 - Steps – easier entry and requires 3'-6" minimum depth at the base of steps
 - ADA lift – to be in the shallow end of the pool or perhaps a ramp instead of a lift.
14. What size the pool water surface area is, dictates the use of:
 - Surge tank
 - Continuous gutter or skimmer
 - Wall inlets or floor inlets

(your current pool is already too large to be a skimmer pool – which it is. When renovated or replaced if, at the same size, the pool will require a continuous gutter, surge tank, and floor inlets. None of which are currently a part of the existing pool design.)
15. Type of continuous gutter required, cantilever or rim-flow.
16. The size of the recirculation and filtration system is based on pool volume and turnover rate.
17. Turnover rate dictates the size and HP of the pump, size of the filter, and chemical use.
18. The boiler size depends on the use of pool covers and the surface area of the pool.
19. Will there be bleachers?
20. Will there be a need for shade? If so, where? Orientation will be important with placement.
21. Is the path of travel from the parking lot, through the bathhouse to the pool deck ADA accessible?
22. If not, will this work be included in the pool project as ADA will demand it?
23. The enclosure must be non-climbable, and gates must have panic hardware.
24. Signage around the pool is required and specific. Warnings & depths must be marked.
25. Is a Scoreboard and timing system required or desired?
26. Will there be a need for after-hours use? Are sports lights required? Impact on neighbors?
27. Is there an existing CEQA report? What are its limitations?
28. Will an automated pool vacuum be utilized?
29. Hose bibbs are required at 75'-0" around the pool for deck cleaning?
30. Duplex power outlets are useful for deck equipment (vacuum, lap clocks)
31. Will there be a public address system.
32. Will there be a need for an administrative area for staff, coaches, and storage of equipment?

There are many important considerations in planning the pool or even expanding the pool area. Every decision made has a budget impact, and ramifications should be considered. On the heels of the decisions above should come the second part of the questions dealing with "Sustainability" and life cycle costing.

1. The concrete mix design be based on longevity and durability not only for pool structure but pool decking.
2. Rebar is f'y of 60K now based on Code requirements for #4's and greater.



PROJECT SCOPE ANALYSIS & BUDGET

3. Shotcrete use requires #4 thru #5 bars with non-contact splicing.
4. PVC pipe is not considered sustainable but far less expensive than HDPE and therefore should be utilized as it provides far greater longevity than the next best alternative.
5. The use of smooth wall pipe greatly reduces friction loss in the pool piping.
6. The selection of pool equipment will greatly reduce the cost of maintenance and operation.
A premium pump with flooded suction with a VFD will save about 20 percent of its operating cost.
A Heater that is high efficiency and LoNOx will reduce its carbon footprint, and the use of a cover will reduce the cost of heating the pool by fifty percent.
The selection of pool chemicals should be based on the source water characteristics. For example, suppose the pool water source is from the local water company and add CO₂ to adjust pH. In that case, we should respond with dilute Hydrochloric acid. It will also adjust pH and reduce the alkalinity levels caused by water treatment at the municipal plant. Therefore less demand will be placed on chlorine.
The correct form of chlorine can be chosen based on the plaster as calcium hypochlorite will provide an elevated calcium level and prevent pool water from leaching the calcium from the plaster – allowing the plaster to last longer. If a PVC liner is chosen, augmentation with calcium is not required.
7. The selection of pool equipment will enhance pool safety and conserve energy.
8. Certain geotechnical conditions may dictate the consideration of a stainless steel vessel with a PVC liner as this system is less affected by corrosive soil and chemicals in the pool.
9. The selection of a regenerative perlite filter will allow for microbial contaminants to be filtered as they filter particle sizes out as small as 3 microns. The average high rate sand filter only filters particles to 30 microns. Some filters have rechargeable media, unlike your current high rate sand filters. The induction of motor oil into the pool would not affect certain filter types.
10. UV can also be utilized as well as Ozone to enhance public safety and prevent disease.
11. The use of regenerative filters reduces water use by over 90 percent.

As Leed certified professionals AP BD+C, we understand that pools are not certifiable under LEED. The adjacent building is, and the points towards certification can be gleaned from the proper selection of pool equipment. Our passion for "Green Building" has driven the intentional integration of recycled elements into the design that lends efficiency or effectiveness and offers payback or economy. Incorporating elements that "give back" to the community is an important part of "green architecture." As a society, we have become acutely aware of anomalies such as fuel shortages and health issues (diseases), both of which impact pool design. Conscientious pool design recognizes that energy efficiency is required and integrated into the design.

While aquatic architecture presents an interesting challenge regarding sustainability, many potential design areas lend themselves to "green building." Sustainability includes the implementation of LED pool lighting, concrete mix designs utilizing on-site aggregates from the excavation ("rammed earth") as an addition to the concrete mix design of recycled components (fly-ash) to reduce the carbon footprint. Also important are site planning and design and high-efficiency boilers, and a VFD to reduce pool pump energy consumption.

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PROJECT SCOPE ANALYSIS & BUDGET

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We have recent similar successes with Reedley aquatic center and the St. Helena aquatic complex. Both included site selection and programming to ensure stakeholder needs were met and real and accurate budgets were provided and maintained during the construction process.

BUDGET:

Because the budget and fee are so closely indicative of each other. Logically, the budget and fee should be provided under a separate envelope at the end as a proposal with your signed contract. Please see our proposal there.

City Council Staff Report

July 13, 2021



From: Steven Williams, Interim Chief of Police

Prepared by: Steven Williams, Interim Chief of Police

Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

- Motion: Accepting the report summarizing the activity of the Local Emergency in response to the Unsheltered Homeless and Encampment Crisis (UHEC) ratified by the City Council on March 16, 2021
- Resolution: Terminating the Local Emergency in response to the Unsheltered Homeless and Encampment Crisis (UHEC) ratified by City Council on March 16, 2021
- Resolution: Ratifying 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)
- Resolution: Re-appropriating unspent funds to Fiscal Year 2021-22 in the amount of \$401,958 to various account numbers within 110-10-191 for shelter providers, contractors, supplies, service agreements, materials, staffing costs, maintenance and upkeep, and miscellaneous expenses to establish a budget in response to the Unsheltered Homeless Crisis within the City of Turlock

2. SYNOPSIS:

On March 14, 2021, Acting City Manager Gary R. Hampton declared a Local Emergency in response to an Unsheltered Homeless and Encampment Crisis (UHEC) within the City of Turlock. On March 16, 2021, the Turlock City Council affirmed the UHEC Local Emergency.

Interim Chief of Police Steven Williams will provide a report summarizing the activities which have occurred between March 16, 2021, and July 13, 2021, relative to the UHEC.

Because outreach and education efforts removed significant homeless encampments within the city limits during the UHEC Local Emergency, staff recommends the UHEC Local Emergency ratified by the Council on March 16, 2021 be terminated.

However, because a continuing crisis affecting unsheltered homeless individuals and families persists, staff recommends the Council ratify the Proclamation. Since the proclamation of the Local Emergency on March 14, 2021, and the March 16th ratification of such local emergency by the City Council, the City has engaged in extensive efforts of education and the offering of social services and emergency shelter (“Outreach Efforts”) to the unsheltered homeless, especially those in encampments located primarily on private property within the City of Turlock. These Outreach Efforts have alleviated the portion of the local emergency related to large encampments, but have not resolved the portion of the local emergency related to the continuing emergency of the unsheltered homeless individuals and families.

During the March 16, 2021, City Council Meeting, \$498,417 was appropriated to various funds within 110-10-191 (UHEC) to address the Local Emergency. At the close of Fiscal Year 2020-21, \$96,459 was spent on UHEC leaving an unspent balance of \$401,958. Staff recommend re-appropriating unspent funds to Fiscal Year 2021-22 in the amount of \$401,958 to various account numbers within 110-10-191 to continue to address the UHEC Local Emergency.

3. DISCUSSION OF ISSUE:

Motion Accepting the Report Summarizing UHEC Activity:

On March 14, 2021, Acting City Manager, Gary R. Hampton, declared a Local Emergency in response to an Unsheltered Homeless and Encampment Crisis (UHEC) within the City of Turlock. Turlock City Council ratified the proclamation of a Local Emergency on March 16, 2021.

From the very beginning of the Local Emergency in March of 2021, the focus has been to re-house unsheltered homeless, rejoin those in need with family members, and connect individuals with available resources.

All Departments within the City of Turlock contributed to the UHEC Local Emergency. City staff partnered with county resources and local shelter providers throughout the effort.

An Incident Command System (ICS) was established to clarify roles and responsibilities during the local emergency. Staff engaged in weekly meetings to share information and provide guidance and direction.

Emergency Beds

Staff made a request through the County of Stanislaus to the Office of Emergency Services (OES) for an emergency allotment of two hundred (200) beds/cots to accommodate the anticipated needs within the City of Turlock. The request was fulfilled and the City of Turlock took possession of those emergency beds in increments throughout the month of March 2021. All two hundred (200) beds were received by March 25, 2021. The supplies received included cots, ADA cots, mattress pads, linens, duffle bags, pillows, and blankets. The supplies received from the OES remains available for use at the Fairgrounds which is available as an overflow shelter should the need arise.

Local Shelters

Prior to the local emergency, two overnight shelters operated in the City of Turlock.

- We Care operates an overnight shelter serving men eighteen (18) years of age and older. We Care has a permitted overnight capacity of forty-nine (49) individuals.
- Turlock Gospel Mission (TGM) operates an overnight shelter serving men, women, and children of any age. TGM had an overnight capacity of forty-nine (49) individuals until March 18, 2021. On March 18, 2021, the permitted capacity of TGM was temporarily increased from forty-nine (49) to eighty (80). This temporary increase in capacity is effective during the local emergency. This temporary increase was approved by the Chief Building Official, the Fire Marshall, and was authorized by the Acting City Manager.

Turlock Gospel Mission (TGM) entered into an agreement with the Stanislaus County Fairgrounds to rent a large building at the Fairgrounds to accommodate the emergency beds received through the Office of Emergency Services. The Fairgrounds was made available as an overflow shelter in the event both of the local shelters reached full capacity and additional beds were necessary to accommodate the needs of those seeking shelter services. The agreement to use the Fairgrounds as an overflow shelter was executed on April 9, 2021, and remains in effect. The overflow shelter at the Fairgrounds has not been opened due to the fact that capacity still exists in the existing shelters each night.

Total shelter bed capacity available since April 9, 2021 includes:

- 49 – We Care
- 80 – Turlock Gospel Mission

- 170 – Overflow Capacity at Fairgrounds
- **299 – Total beds available**

Countywide Homeless Workgroup

In March 2021, Turlock began participating in a Countywide Homeless Workgroup. This group includes representatives from Cal Trans, City of Modesto, Stanislaus County, California Highway Patrol, Stanislaus Sheriff's Office, Modesto Irrigation District, Union Pacific Railroad, City of Turlock. This group meets at least once per month to discuss status updates, abatements, outreach efforts, and emerging issues.

Significant Encampments

Several significant encampments were addressed between March 1, 2021, and May 21, 2021. A significant encampment is defined as a gathering of ten (10) or more individuals experiencing homelessness where one or more of the following conditions exist:

- Gathering on a regular basis:
- Constructing temporary or other forms of shelter and/or dwellings:
- Collecting, storing or have abandoned personal and/or other types of property:
- Camping in an area which would appear to a reasonable person to be a place not meant for human habitation: and
- Gathering in unlawful locations such as within the public right-of-way, parks, public facilities, and state and federal jurisdictional lines

Significant encampments identified include:

- 1800 Blk N Golden State Bv
- 500 Blk S First St
- 1400 Blk W Main St
- 600 Blk W Glenwood Av
- 4200 Blk N Golden State

The first two significant encampments, 1800 Blk N Golden State Bv and 500 Blk S First St were on Union Pacific Railroad Property. Representatives from the Union Pacific Railroad, including Union Pacific Railroad Police, addressed these two significant encampments between March 1-4, 2021, which was about ten (10) days prior to the proclamation of the UHEC local emergency by the Acting Turlock City Manager. Turlock Public Safety staff responded at the request of Union Pacific Railroad Police to support their effort, however, this was not a City of Turlock operation and it occurred before the local emergency was declared.

Staff addressed three (3) significant encampments as part of the UHEC local emergency including 1400 Blk W Main St, 600 Blk W Glenwood Av, and 4200 Blk N Golden State Bv. Each of these significant encampments

were situated, primarily, on private property. Staff operated at the request and with the written permission of the individual property owners.

The following is an estimate of the number of individuals present at each significant encampment prior to outreach efforts as well as on the day of the area was cleared:

	Prior to Outreach	Cleared
• 1400 W Main St	40-50	10
• 600 W Glenwood Av	60-70	25
• 4200 Blk N Golden State	10-12	2

Substantial outreach was deployed at each of the three (3) significant encampments. Detailed information regarding outreach efforts is described later in this report. In addition to outreach efforts, the following:

- Notices were posted at least 10 days in advance
- Large dumpsters were provided on site
- Transportation was offered
- Individual needs were assessed
- Offers to contact family or other loved ones were extended
- COVID-19 vaccines were offered

As of May 21, 2021, there are no known significant encampments within the City of Turlock.

No citations were issued and no arrests were made at any of the significant encampments as part of the UHEC Local Emergency.

May 11, 2021, City Council Meeting

Four (4) items were considered by the Turlock City Council on May 11, 2021, relative to the UHEC Local Emergency.

- The Turlock City Council reaffirmed the local emergency as is required at least every sixty (60) days.
- The Turlock City Council adopted a resolution authorizing the execution of a reimbursement agreement between the City of Turlock and the Turlock Gospel Mission.
- The Turlock City Council adopted a resolution authorizing the execution of an agreement between the City of Turlock and Stanislaus Behavioral Health and Recovery Services for Homeless Engagement Multi-Disciplinary Team Activity.
- The Turlock City Council adopted a resolution authorizing the execution of an Opt-In to a Memorandum of Understanding between the City of Modesto and Stanislaus County for limited cross-jurisdictional enforcement of state and local laws and ordinances.

Appropriated Funds

On March 16, 2021, the Turlock City Council appropriated \$498,417 to various accounts in Fund 110-10-191 for the UHEC Local Emergency. The dollar amount appropriated was based on an estimated budget. As of June 30, 2021, \$96,459 was expensed to the UHEC Local Emergency. A summary of the UHEC expenses is included as Attachment "A".

Due to the urgent nature of the declared emergency, this budget was developed in a very short period of time. Estimates from Departments throughout the City as well as Turlock Gospel Mission and We Care were quickly assembled for presentation at the March 16, 2021, City Council Meeting. The budget included the assumption that an overflow shelter would likely be necessary and that temporary expansion at We Care would occur.

As the UHEC effort began, staff worked with We Care and determined that temporary expansion would not be possible due to life safety concerns. The lack of fire sprinklers in the area considered for expansion prevented the temporary expansion from occurring. A majority of the budget for We Care included expenses related to the temporary expansion. It is for these reasons that a majority of the We Care budget was not spent.

A majority of the Turlock Gospel Mission (TGM) budget included expenses to operate the overflow shelter. Since capacity remained available in the existing shelters, there was not a need to open the overflow shelter. Since the overflow shelter was not opened, a majority of the TGM budget was not spent. \$48,000 was spent from the TGM budget to reimburse TGM for the rental of the overflow shelter at the Fairgrounds. The Fairgrounds continues to remain available should the need for an overflow shelter arise.

As of June 30, 2021, \$401,958 remains available as unspent funds in the UHEC account.

Outreach Efforts

Substantial outreach was offered throughout the duration of the local emergency. City of Turlock staff, local providers, and County Outreach teams offered services multiple times at each significant encampment location. Some of those services included

City of Turlock Staff:

- Turlock CARES Team Officer
- Turlock Police Chaplains
- Turlock Police Officers

- Neighborhood Services Staff

Local Providers:

- Turlock Gospel Mission
- We Care
- Salvation Army
- United Samaritan Foundation
- Helping Hands Ministry

County Outreach Teams

- Community Services Agency
- Center for Human Services
- Telecare Corporation
- Turning Point Community Programs
- Disability Resource Agency for Independent Living
- Golden Valley Health Centers

Terminating the UHEC Local Emergency

On March 14, 2021, Acting City Manager, Gary R. Hampton, declared a Local Emergency in response to an Unsheltered Homeless and Encampment Crisis (UHEC) within the City of Turlock. The City Council ratified the proclamation on March 16, 2021.

The UHEC Local Emergency includes a focus on significant encampments. Staff recommends that the UHEC local emergency terminate since significant homeless encampments do not currently exist within the City of Turlock.

Ratifying the Proclamation of the UHC Local Emergency:

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

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

During the UHEC Local Emergency, the City engaged in extensive efforts of education and the offering of social services and emergency shelter ("Outreach Efforts") to the unsheltered homeless, especially those in significant homeless encampments. Those Outreach Efforts alleviated the portion of the local emergency related to large encampments but have not resolved the portion of the

local emergency related to the continuing emergency of unsheltered homeless individuals and families.

Staff has recommended that the UHEC local emergency terminate since significant homeless encampments do not currently exist within the City of Turlock.

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

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

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

Pursuant to Turlock Municipal Code Section 4-2-105(a) (1) the City Council shall take action to ratify the proclamation within seven (7) days or the proclamation shall have no further force or effect.

Staff recommend that the City Council ratify the Local Emergency in response to the Unsheltered Homeless Crisis.

Re-appropriating unspent funds to Fiscal Year 2021-22:

On March 14, 2021, Acting City Manager, Gary R. Hampton, declared a Local Emergency in response to an Unsheltered Homeless and Encampment Crisis (UHEC) within the City of Turlock. The City Council ratified the proclamation of a Local Emergency on March 16, 2021.

On the same date that the Council ratified the UHEC Local Emergency (March 16, 2021), the City Council appropriated \$498,417 to various accounts in Fund 110-10-191 for emergency operations. The dollar amount appropriated was based on an estimated budget. As of June 30, 2021, expenditures for the UHEC Local Emergency totaled \$96,459. A summary of the UHEC expenses is included in Attachment "A".

If the UHC Local Emergency is ratified by City Council, staff recommends re-appropriating unspent funds in the amount of \$401,958 from the UHEC in Fiscal Year 2020-21 to various accounts in Fund 110-10-191 for the UHC Local Emergency in Fiscal Year 2021-22.

4. BASIS FOR RECOMMENDATION:

The UHEC Local Emergency includes a focus on significant encampments. Staff recommends that the UHEC Local Emergency terminate since significant homeless encampments do not currently exist within the City of Turlock. If the City Council wishes to terminate the Local Emergency, Resolution 2021-039 and Resolution 2021-072 should be rescinded.

Interim City Manager Sarah Tamey Eddy, issued a Proclamation of a Local Emergency on Friday, July 9, 2021, while the City Council was not in session. Staff is recommending the City Council ratify the City Manager's Proclamation of a Local Emergency in response to the Unsheltered Homeless Crisis while significant homeless encampments do not currently exist in the City Limits, the portion of the emergency related to the Unsheltered Homes Crisis continues.

Staff recommends re-appropriating unspent funds in the amount of \$401,958 from the UHEC in Fiscal Year 2020-21 to various accounts in Fund 110-10-191 for the UHC Local Emergency in Fiscal Year 2021-22. This action requires City Council authorization.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment:

Re-appropriate unspent funds in the amount of \$401,958 from the UHEC in Fiscal Year 2020-21 to various accounts in Fund 110-10-191 for the UHC Local Emergency in Fiscal Year 2021-22.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. City Council could reject the request to terminate the UHEC Local Emergency.
- B. City Council could reject the Proclamation of the UHC Local Emergency. This is not recommended as a local emergency exists.
- C. City Council could amend the Proclamation of the UHC Local Emergency.

D. City Council could reject the re-appropriation of funds. This is not recommended as there will be expenses associated with the local emergency.

E. City Council could adjust the re-appropriated amount.

City of Turlock

Attachment A

Emergency Encampment Action Working Budget Estimate

City Operations						
	Budget	W Main	Glenwood	GS	Misc	Remaining
Clean up Crews	\$45,000	(\$9,986)	(\$9,190)	(\$5,751)		\$20,072
Fencing and Site Security	\$30,000	(\$7,497)				\$22,503
Mobile CCT Security Towers	\$30,000	(\$3,673)			(\$10,079)	\$16,248
Staffing Costs	\$12,000	(\$449)				\$11,551
Supplies	\$12,000					\$12,000
Dumpsters and Temp Services	\$12,000	(\$450)	(\$454)	(\$124)		\$10,972
Maintenance and Upkeep	\$12,000					\$12,000
Fees Services Leases Rentals	\$8,000					\$8,000
Contingent Miscellaneous	\$8,000					\$8,000
TOTAL	\$169,000	(\$22,055)	(\$9,644)	(\$5,875)	(\$10,079)	\$121,347

Turlock Gospel Mission						
	Budget	W Main	Glenwood	GS	Misc	Remaining
Janitorial/Household	\$0					\$0
Lease/Rent	\$69,333				(\$48,000)	\$21,333
Administrative Overhead	\$26,764					\$26,764
Recruiting/Background/Testing	\$1,700					\$1,700
Salaries	\$79,650					\$79,650
Payroll Taxes	\$8,600					\$8,600
Workers Comp Insurance	\$4,370					\$4,370
TOTAL	\$190,417	\$0	\$0	\$0	(\$48,000)	\$142,417

We Care						
	Budget	W Main	Glenwood	GS	Misc	Remaining
Salaries	\$57,000					\$57,000
Administration	\$6,000					\$6,000
Payroll Tax and Workers Comp	\$9,000					\$9,000
Security	\$21,000					\$21,000
Utilities/Phone	\$4,000					\$4,000
Insurance	\$1,000					\$1,000
Supplies	\$3,000				(\$806)	\$2,194
Repair/Maintenance	\$2,000					\$2,000
Pallet House	\$24,000					\$24,000
Contingency	\$12,000					\$12,000
TOTAL	\$139,000	\$0	\$0	\$0	(\$806)	\$138,194

	Spent	Budget	Remaining	Percent Spent	Days
As of 03-23-21	(\$17,483)	\$498,417	\$480,934	4%	7/120
As of 04-13-21	(\$37,042)	\$498,417	\$461,375	7%	28/120
As of 04-27-21	(\$37,042)	\$498,417	\$461,375	7%	42/120
As of 05-25-21	(\$72,793)	\$498,417	\$425,624	15%	70/120
As of 06-08-21	(\$78,459)	\$498,417	\$419,958	16%	84/120
As of 06-30-21	(\$96,459)	\$498,417	\$401,958	19%	106/120

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF TERMINATING THE
LOCAL EMERGENCY IN RESPONSE TO
THE UNSHELTERED HOMELESS AND
ENCAMPMENT CRISIS (UHEC)
RATIFIED BY CITY COUNCIL ON MARCH
16, 2021 BY RESCINDING RESOLUTION
2021-039 AND RESOLUTION 2021-072**

RESOLUTION NO. 2021-

WHEREAS, on March 14, 2021, Acting City Manager, Gary R. Hampton, proclaimed a Local Emergency in response to an Unsheltered Homeless and Encampment Crisis (“UHEC Local Emergency”) within the City of Turlock; and

WHEREAS, the City Council ratified this proclamation on March 16, 2021; and

WHEREAS, the UHEC Local Emergency includes a focus on significant encampments; and

WHEREAS, staff recommends that the UHEC Local Emergency terminate due to the fact that significant encampments no longer exist within the City of Turlock.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby terminate the Local Emergency in response to the Unsheltered Homeless and Encampment Crisis (UHEC) ratified by City Council on March 16, 2021 by rescinding Resolution 2021-039 and Resolution 2021-072.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of July 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, 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 RATIFYING THE	}	RESOLUTION NO. 2021-
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)	}	
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WHEREAS, the City of Turlock in recent years has experienced an increase in the numbers of unsheltered homeless and the emergence of significant homeless encampments; and

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of July, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Interim City Clerk,
City of Turlock, County of Stanislaus,
State of California

CITY OF TURLOCK

Proclamation of the Existence of a Local Emergency

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

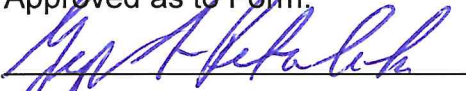
IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall expire unless ratified by the City Council within seven (7) days of this proclamation.

Dated: July 9, 2021



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

Approved as to Form:



George A. Petrulakis,
Interim City Attorney

CITY OF TURLOCK

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

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

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

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

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

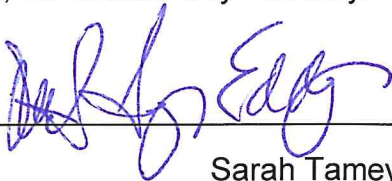
WHEREAS, the Director of Emergency Services has determined that certain rules and regulations must be made and issued on matters necessary to protect life and property as affected by the UHC Local Emergency.

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

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

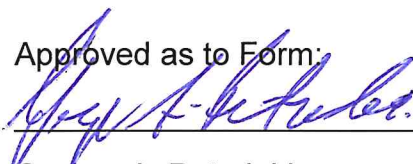
- (c) An allowance for pets in a number greater than the established limits identified in Turlock Municipal Code Section 6-1-105 and without a kennel license shall be allowed on a temporary basis.
 - (d) Use of the area commonly known as the Patio Area for temporary shelter spaces shall only be allowed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

Dated: July 9, 2021



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

Approved as to Form:



George A. Petrulakis,
Interim City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING	}	
UNSPENT FUNDS TO FISCAL YEAR	}	RESOLUTION NO. 2021-
2021-22 IN THE AMOUNT OF \$401,958 TO	}	
VARIOUS ACCOUNT NUMBERS WITHIN	}	
110-10-191 FOR SHELTER PROVIDERS,	}	
CONTRACTORS, SUPPLIES, SERVICE	}	
AGREEMENTS, MATERIALS, STAFFING	}	
COSTS, MAINTENANCE AND UPKEEP,	}	
AND MISCELLANEOUS EXPENSES TO	}	
ESTABLISH A BUDGET IN REPOSE TO	}	
THE UNSHELTERED HOMELESS CRISIS	}	
(UHC) WITHIN THE CITY OF TURLOCK	}	
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WHEREAS, on March 14, 2021, the City’s Director of Emergency Services (Acting City Manager) issued a Proclamation of the Existence of a Local Emergency declaring a local emergency related to the Unsheltered Homeless and Encampments Crisis (“UHEC Local Emergency”) in the City described in that proclamation which was ratified by the City Council on March 16, 2021; and

WHEREAS, on March 16, 2021, the City Council appropriated \$498,417 to various account numbers in 110-10-191 to establish a budget in response to the UHEC Local Emergency: and

WHEREAS, as of June 30, 2021, approximately \$96,459 has been expensed to 110-10-191 in response to the UHEC Local Emergency leaving an unspent balance of approximately \$401,958 at the end of Fiscal Year 2020-21; and

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

WHEREAS, the UHC Local Emergency will require funding to support the operations of City staff as well as the shelter facilities in Fiscal Year 2021-22.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate unspent funds in to Fiscal Year 2021-22 in the amount of \$401,958 to various account numbers within 110-10-191 for shelter providers, contractors, supplies, services agreements, materials, staffing costs, maintenance and upkeep, and miscellaneous expenses to establish a budget in response to the Unsheltered Homeless Crisis (UHC) within the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of July 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Interim City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Synopsis

July 13, 2021



From: Sarah Tamey Eddy, Interim City Manager
Prepared by: Nadine C. Silva, Principal Accountant
Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an amendment to the Salary Schedule of the existing Management Schedule of Benefits and Policies adopted by Resolution No. 2018-126, dated May 22, 2018, to include all approved management salaries

2. SYNOPSIS:

Adopting a Resolution approving an amendment to the Salary Schedule of the existing Management Schedule of Benefits and Policies previously adopted by Resolution No. 2018-126, dated May 22, 2018, to include all updates to approved management salaries

3. DISCUSSION OF ISSUE:

The current Management Schedule of Benefits and Policies was adopted by City Council on May 22, 2018 by Resolution No. 2018-126 (the "Schedule").

During the reorganization of the Administrative Services Department and creation of a separate Finance Department, a Finance Director position was added with an appropriate salary range. In addition, the salary of Police Chief was reduced by 10% from the 2018 Schedule. These salary ranges were approved with Resolution No. 2021-101 at the June 8, 2021 Council meeting.

At the June 8, 2021 meeting, Mayor Bublak requested a 5% reduction in the City Manager's salary range be brought to the Council for consideration and possible action.

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 possible action for approval to comply with these regulations.

Exhibit A – The Schedule has been amended to reflect all previously approved/adopted salaries of all management employees that are covered by the existing Management Schedule of Benefits and Policies, remove positions that have been eliminated, and also include the proposed 5% reduction to the City Manager salary range.

4. BASIS FOR RECOMMENDATION:

The Salary Schedule, Exhibit A, 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.

6. CITY MANAGER'S COMMENTS:

Recommend Approval

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Do not approve Resolution amending Exhibit A – Management Salary Schedule to the existing Management Schedule of Benefits and Policies. This action is not recommended, as the best practice is to include all adopted management salaries on one pay schedule that is adopted by City Council.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING AN } RESOLUTION NO. 2021-
AMENDMENT TO THE SALARY SCHEDULE }
OF THE EXISTING MANAGEMENT SCHEDULE }
OF BENEFITS AND POLICIES ADOPTED BY }
RESOLUTION NO. 2018-126, DATED }
MAY 22, 2018, TO INCLUDE ALL APPROVED }
MANAGEMENT SALARIES }
_____ }**

WHEREAS, the current Management Schedule of Benefits and Policies was last amended by Resolution No. 2018-126, on May 22, 2018, to include all previously approved management salaries; and

WHEREAS, modifications have been made to add, remove and modify positions as well as salary ranges; 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 Polices.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve an amendment to the salary schedule of the existing Management Schedule of Benefits and Policies adopted by Resolution No. 2018-126, dated May 22, 2018, to include all approved management salaries.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of July, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Allison Martin, Interim City Clerk,
City of Turlock, County of Stanislaus,
State of California

MANAGEMENT EMPLOYEE RANGE LIST
7/1/21

Exhibit A

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
27.7	6394	6714	7051	7403	7772	HUMAN RESOURCE ANALYST SR.
29.1	6843	7185	7543	7920	8316	ADMINISTRATIVE ANALYST
30.1	7185	7543	7920	8316	8732	COMM HOUSING PROGRAM SUPV <u>PARKS/REC/PUBLIC FAC. SUPT. (EFFECTIVE 6/8/21)</u>
33.1	8316	8732	9169	9627	10109	CITY CLERK
34.1	8732	9169	9627	10109	10614	BUILDING OFFICIAL, CHIEF CIVIL ENGINEER, PRINCIPAL DEV SUP/CITY SURVEY FINANCE OFFICER PLANNING MANAGER REGULATORY AFFAIRS MGR <u>ROADS PROGRAM MANAGER (EFFECTIVE 6/8/21)</u> TRANSIT MANAGER UTILITIES MANAGER WQC DIVISION MGR
34.4	8864	9307	9772	10261	10774	INFO TECH MANAGER
35.1	9169	9627	10109	10614	11145	<u>ACCOUNTANT, PRINCIPAL (TITLE CHANGE 6/22/21)</u> PARKS, REC & PUB FAC MGR HUMAN RESOURCES MANAGER
35.6	9400	9870	10364	10882	11426	ASST TO CM ECON DEV / COMM HOUSING
36.1	9627	10109	10614	11145	11702	MUNICIPAL SERVICES DEPUTY DIR DEP DEV SERV DIR/PLANNING
37.4	10109	10614	11145	11702	12287	EXEC ASST/CITY CLERK TECHNICAL SERVICES MGR
38.1	10614	11145	11702	12287	12901	CITY MANAGER, ASSISTANT
39.1	11145	11702	12287	12901	13547	ADMINISTRATIVE SERVICES DIR DEV SERV DIR/CITY ENG <u>FINANCE DIRECTOR (EFFECTIVE 6/8/21)</u> MUNICIPAL SERVICES DIR PARKS, REC, PUBLIC FAC DIR
41.1	12287	12901	13547	14224	14935	FIRE CHIEF
42.1	12901	13547	14224	14935	15682	<u>POLICE CHIEF * NEW RANGE (EFFECTIVE 6/8/21)</u>
44.4	14224	14935	15682	16466	17289	POLICE CHIEF
44.3	14366	15085	15839	16631	17462	<u>CITY MANAGER * NEW RANGE (PROPOSED 7/13/21)</u>
45.2					18333.34	CITY MANAGER (Contract / Y-RATE)
47.4	16076	16879	17723	18609	19540	CITY ATTORNEY (Contract)
48.4	16308	17123	17979	18878	19823	CITY MANAGER (Contract)

City Council Staff Update

July 13, 2021



To: Mayor and Councilmembers

From: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Prepared by: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Subject: Economic Development Update – July 2021

One of the best definitions of economic development that I have seen in most recent years is from the California Association for Local Economic Development (CALED) who defines economic development as “the creation of wealth from which community benefits are realized.” ***Economic development typically involves a broad, strategic effort to create jobs and support current and potential businesses. But it’s more than a jobs program — it is an investment in expanding the local economy and improving prosperity and the quality of life for all residents.***

This investment starts with fostering collaboration among your city’s staff, community stakeholders, and partners who can enhance local business resources. In most cities, economic development competes for resources and attention as local officials deal with urgent issues that include affordable housing, emergency response, and more. Despite these challenges, many cities are building momentum in realizing their economic development goals. My focus in this update is to share, inform and highlight some of the tools, potential team members, and tactics that can assist in creating a vision and infrastructure in the city to continue to boost Turlock’s economic vitality going forward.

Making the Best Use of Available Tools

Economic development activities can be divided into two types: traditional and technical. Traditional activities include helping companies thrive through efforts that retain, expand, create, and attract businesses. Technical activities comprise cities’ efforts to prepare and assemble land for investment projects and opportunities. Today, Turlock, like other California cities have access to many tools to support both types of activities.

For many years, redevelopment was the primary technical economic development tool

in the Golden State. One of the largest and most effective tools was the creation and revenue generated from Redevelopment Agencies who could utilize tax-increment financing to revitalize blighted areas as well as seed future investment, such as in Turlock's Regional Industrial Park. At its peak, redevelopment generated over \$10 million a year for the City of Turlock. But in 2011, the state abolished redevelopment.

Beginning in 2014, the Legislature developed several tools to help replace some of redevelopment's components. Enhanced Infrastructure Financing Districts (EIFDs) and Community Revitalization Investment Authorities (CRIAs) are now the primary economic development tax increment financing tools. While both have useful powers, cities are turning more to EIFDs to further their economic development goals. However, because Stanislaus County is a small tax retention County, the amount of revenue that can be generated for Turlock through an EIFD is not enough to create a viable revenue stream to fund some of these new projects.

The most important tool is effective local leadership. By listening to residents' needs, creating a long-term vision for the city, articulating that vision in a strategy, and championing and funding the work needed to meet the metrics identified in the strategy, city leaders can create a vibrant future for their communities.

Economic Development Element and Strategy.

Because economic development doesn't happen overnight, we must be thoughtful in how we plan our future and chart a course in a document that current and future leaders can use to maintain focus and benchmark success. The Economic Development Element of a city's General Plan provides a mechanism for this vision and strategy.

Turlock Economic Development Strategic Plan that was done in 2014 reflect those goals and strategies of the City's General Plan.

Data.

To support existing businesses and attract new ones, we must know Turlock's competitive advantages and disadvantages, including demographics and key assets. The Economic Development Strategic Plan contains great demographic and trade area data. However, the most recent ED Plan was done in 2014 and needs to be updated. It is important have current data that is maintained regularly to paint an accurate picture of what Turlock has to offer as well as identifying growth potential in certain segments, like college students and their effects on the retail trade area.

Permitting.

Since I began with City in 2006, there has been continuous efforts to improvement both permitting processes as well as improve and maintain a high level of customer service for our development clients and residents., We have done an excellent job of streamlining permitting processes to ensure compliance and to provide value to developers and businesses with skeletal staff and resources. Work continues in both technology and process review to identify efficiencies, but frankly, staff has been cut to the bone with no

redundancies to provide either better service or quicker turnaround times for plan review. If just two more key employees were to leave or be incapacitated for any amount of time and unable to work, the development process will come to a standstill. There is also no succession planning for those employees who are close to retirement.

Zoning and Master Planning

Land use and zoning are important tools for encouraging economic development. Many cities are seeing the benefit in creating Master or Specific Plans, incorporating density bonuses or accessory dwelling units, and adding to and capturing value through how property is zoned. The land inside our city limits becomes a scarce resource as populations increase. Land-use Master planning is important to mitigate the negative effects of land use and development. Many positives come with the process of land use planning. A master plan provides a beneficial framework for the development of a project before development officially begins and can help anticipate the future of a particular area, which allows developers to implement an infrastructure that acts as risk mitigation. The benefits for having using master or specific plans include:

1. Consistency in decision making: The plan gives decision makers a steady point of reference for taking action.
2. Ability to make informed decisions: The plan provides facts on existing conditions and trends, enabling decision makers to better understand the impact of their decisions.
3. Achieve predictability: The plan describes where and what type of development the community desires. This information allows for the zoning, purchase and use of land consistent with community goals.
4. Wise use of resources: The plan includes information from different departments and sources. This information can be used in deciding and prioritizing which projects to undertake (such as promoting brownfield redevelopments, buying land for parks, or applying for grants for affordable housing, etc.) It also can be used to direct the location of utility extensions and road improvements.
5. Preserving community character: The plan describes the Town's vision for the future and establishes its existing and intended growth. It permits the community to identify what is important and how it should be protected.
6. Produce positive economic development: Planning for a community helps existing residences and businesses better predict the future development of an area. This prediction creates a comfort zone of knowing what to expect on neighboring properties. It also encourages new businesses and residential developments because they also know what to expect. In addition, the planning process allows a community to consider workforce, education and local infrastructure capacity,

among other factors, so that appropriate economic development strategies can be developed.

Training and Staffing.

Turlock, like other cities, can't always fund every aspect of economic development, but they can invest in staff to research and identify partnerships and building the Economic Development Team. It is important that there is both leadership and ongoing commitment to supporting Turlock's economic development team, which in reality is everyone from the City's park maintenance staff who ensure that the parks are mowed and maintained to our Fire Marshal who addresses life safety issues.

Conclusion.

It has been an honor and privilege to be the "cheerleading" member of the City's Economic Development team for a decade. The team has delivered on millions of dollars of investment into the Turlock community and generated thousands of living wage jobs. We have brought a long list of "community and fan favorites" to add to the shopping and dining experience in Turlock. I am proud of the network of people that we have developed and can call upon to help make a project happen.

So, I will conclude my last Economic Development Update with an Andrew Carnegie quote that says,

"Teamwork is the ability to work together toward a common vision. The ability to direct individual accomplishments toward organizational objectives. It is the fuel that allows common people to attain uncommon results."

Thank you.