

# City Council Meeting Agenda



October 22, 2024

6:00 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

Mayor  
**Amy Bublak**

Council Members

**Kevin Bixel**  
**Cassandra Abram**

**Rebecka Monez**  
**Pam Franco** (Vice Mayor)

Acting City Manager  
**Sarah Eddy**  
City Clerk  
**Julie Christel**  
City Attorney  
**George A. Petrulakis**

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

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

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

**NOTICE:** Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item. Members of the public will be allowed three (3) minutes for comments.

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

1. **CALL TO ORDER**
2. **SALUTE TO THE FLAG**
3. **ROLL CALL AND DECLARATION OF CONFLICTS**
4. **APPROVAL OF AGENDA AS POSTED OR AMENDED**

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING AGENDA  
Tuesday, October 22, 2024**

**Next City Council Resolution: 2024-156**

**Next Ordinance: 1318-CS**

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.

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

- A. Briefing: Status of facility owned/operated by AHS Turlock Operating LLC, Alamo Health Management MHRE Turlock RE LLC, and/or related entities at 1617 Colorado Avenue (Petrulakis)

**6. PUBLIC PARTICIPATION**

Pursuant to California Government Code Section 54954.3(a), this is the time set aside for members of the public to directly address the City Council on any item of interest to the public that is within the subject matter jurisdiction of the City Council and to address the Council on any item on tonight's agenda, including Consent Calendar items. You will be allowed three (3) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter. Pursuant to California Government Code Section 54954.2(a)(3), no action or discussion may be undertaken on any item not appearing on the posted agenda, except that the City Council, or its staff, may briefly respond to comments or questions from members of the public, provide a reference to staff or other resources for factual information, or direct staff to place the issue on a future agenda.

**7. 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. Motion: Accepting the Weekly demands of September 20, 2024 through September 26, 2024 in the amount of \$2,924,115.35, September 27, 2024 through October 3, 2024 in the amount of \$1,580,535.88, October 4, 2024 through October 10, 2024 in the amount of \$2,845,641.03, AP EFT for August 2024 in the amount of \$709,995.25, and Payroll EFT for July 2024 in the amount of \$12,660,549.42.
- B. Motion: Accepting the Minutes of the October 8, 2024 Regular City Council meeting, and the Minutes of the October 15, 2024 Special City Council meeting
- C. Motion: Waiving Reading of All Ordinances on the Agenda, Except by Title
- D. Motion: Reaffirming the determination made by the City Manager in response to the emergency created by the inoperative computer room air conditioning units at the Public Safety Facility and finding that the emergency will not permit a delay resulting from a competitive solicitation for bids pursuant to Public Contract Code 22050(c)(2) (Fisher)
- E. Resolution 2024-XXX: Rescinding Resolution No. 2024-011 and approving an update to the City of Turlock's Title VI Program for Federal Fiscal Years (FFY) 2024-2026 as required by

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the Federal Transit Administration (FTA) for recipients of federal transit funding (York)

- F. Motion: Accepting improvements for City Project No. 23-038 "Well Sites 15, 20, and 22 Roofs Repair" and authorizing the City Engineer to file a Notice of Completion (Morris)
- G. Resolution 2024-XXX: Approving Amendment No. 1 to the Memorandum of Understanding between the City of Turlock and the StanCOG to accept an increase in the suballocation of Regional Early Action Plan (REAP) funds in the amount not to exceed \$73,401.14 and appropriating \$73,401.14 to account number 271-40-400-452.34168 Regional Early Action Plan (REAP) funding (Werner)

Resolution 2024-XXX: Authorize the City Manager to enter into a professional services agreement with Dyett and Bhatia Urban and Regional Planners for work and associated services done in support of the 6th Cycle Housing Element in amount not to exceed \$127,455.00 to be funded by Fund 271 "Development Services Grants" and Fund 241 "Asset Replacement"

**8. FINAL READINGS**

- A. Second and final reading of an Ordinance extending by Amendment, in a form approved by the City Attorney, the Development Agreement between Perfect Union and the City of Turlock for the operation of a cannabis retail dispensary at 2500 N. Golden State Boulevard, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 088-007-025 through June 30, 2025. (Werner)

**Recommended Action:** Ordinance-13XX: Second and final reading of an Ordinance extending by Amendment, in a form approved by the City Attorney, the Development Agreement between Perfect Union and the City of Turlock for the operation of a cannabis retail dispensary at 2500 N. Golden State Boulevard, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 088-007-025 through June 30, 2025.

- B. Second and final reading of an Ordinance extending by Amendment, in a form approved by the City Attorney, the Development Agreement between Fire House and the City of Turlock for the operation of a cannabis retail dispensary at 1601 W. Main Street, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 089-015-006 through June 30, 2025. (Werner)

**Recommended Action:** Ordinance-13XX: Second and final reading of an Ordinance extending by Amendment, in a form approved by the City Attorney, the Development Agreement between Fire House and the City of Turlock for the operation of a cannabis retail dispensary at 1601 W. Main Street, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 089-015-006 through June 30, 2025..

- C. Second and final reading of an Ordinance extending by Amendment, in a form approved by the City Attorney, the Development Agreement between JDI Farms, Inc. and the City of Turlock for the operation of an indoor cannabis cultivation, manufacturing, and distribution business at 600 D Street, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 043-018-016 through June 30, 2025 (Werner)

**Recommended Action:** Ordinance-13XX: Second and final reading of an Ordinance

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extending by Amendment, in a form approved by the City Attorney, the Development Agreement between JDI Farms, Inc. and the City of Turlock for the operation of an indoor cannabis cultivation, manufacturing, and distribution business at 600 D Street, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 043-018-016 through June 30, 2025

- D. Second and final reading of an ordinance amending Turlock Municipal Code Title 6 (Sanitation and Health), Chapter 6-4 (Sewage Disposal), Article 1 (General Provisions); Article 4 (Fees and Charges); Article 5 (Wastewater Treatment Facility Capacity Charges); Article 7 (Sewer Service User Rates); Article 9 (Testing Methods and Procedures Used to Determine Influent Flow Characteristics); and Article 11 (Sewer Lines and Reimbursement) (Fisher)

**Recommended Action:**

Ordinance 13XX: Second and final reading of an ordinance amending Turlock Municipal Code Title 6 (Sanitation and Health), Chapter 6-4 (Sewage Disposal), Article 1 (General Provisions); Article 4 (Fees and Charges); Article 5 (Wastewater Treatment Facility Capacity Charges); Article 7 (Sewer Service User Rates); Article 9 (Testing Methods and Procedures Used to Determine Influent Flow Characteristics); and Article 11 (Sewer Lines and Reimbursement)

**9. PUBLIC HEARINGS**

- A. Introduction and first reading of an ordinance amending Turlock Municipal Code Title 4 (Public Safety), Chapter 7 (Traffic), Article 14 (Special Speed Zones) (Morris)

**Recommended Action:** Ordinance 13XX: Introduction and first reading of an ordinance amending Turlock Municipal Code Title 4 (Public Safety), Chapter 7 (Traffic), Article 14 (Special Speed Zones)

- B. In the matter of adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Rezone 2024-01, Planned Development 283 (PD 283), Introduction and first reading amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2024-01 Planned Development 283 - RBK Development] at 337 West Avenue South, Stanislaus County APN 050-003-042 (Werner)

**Recommended Action:**

Resolution 2024-XXX: Adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Rezone 2024-01 at 337 West Avenue South, Stanislaus County APN 050-003-042

Ordinance 13XX-CS: Introduction and first reading amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2024-01 Planned Development 283] at 337 West Avenue South, Stanislaus County APN 050-003-042

**10. ACTION ITEMS**

- A. Adopting a temporary Industrial Ratepayer Assistance Program to assist Significant Industrial Users with payment of their sewer service rates and authorizing the City Manager or Municipal Services Director to execute agreements, in a form approved by the City Attorney, pursuant to this resolution and appropriating \$2,180,606.92 from Fund 413 (WQC-Capital Expansion Reserve) unallocated reserves to expense account Fund 413 (WQC-Capital

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Expansion Reserve) 413-51-537.47083 "Industrial Rate Payer Assistance Program" to provide funding for the temporary Industrial Ratepayer Assistance Program (Fisher)

**Recommended Action:** Resolution 2024-XXX: Adopting a temporary Industrial Ratepayer Assistance Program to assist Significant Industrial Users with payment of their sewer service rates and authorizing the City Manager or Municipal Services Director to execute agreements, in a form approved by the City Attorney, pursuant to this resolution and appropriating \$2,180,606.92 from Fund 413 (WQC-Capital Expansion Reserve) unallocated reserves to expense account Fund 413 (WQC-Capital Expansion Reserve) 413-51-537.47083 "Industrial Rate Payer Assistance Program" to provide funding for the temporary Industrial Ratepayer Assistance Program

- B. Approving an agreement with Genesis Behavior Center, Inc., in a form approved by the City Attorney, in an amount not to exceed \$642,500 for Personalized repetitive Transcranial Magnetic Stimulation (PrTMS®) for public safety personnel to be funded by American Rescue Plan Act (ARPA) and appropriate funds to Fund 119 "American Rescue Plan Act" account 119-10-188.43060\_000 "Contract Services General" (Dhami)

**Recommended Action:** Resolution 2024-XXX: Approving an agreement with Genesis Behavior Center, Inc., in a form approved by the City Attorney, in an amount not to exceed \$642,500 for Personalized repetitive Transcranial Magnetic Stimulation (PrTMS®) for public safety personnel to be funded by American Rescue Plan Act (ARPA) and appropriate funds to Fund 119 "American Rescue Plan Act" account 119-10-188.43060\_000 "Contract Services General"

- C. Amending the FY 2024-25 municipal budget within Fund 426 "Transit" to complete project funding for City Project No. 22011 "Transit Midsize Bus Purchase" and approving the purchase and delivery of seven (7) 2025 Arboc Spirit of Mobility midsize buses from Model 1 Commercial Vehicles of Chino, California, to be used as transit revenue service vehicles, purchased under the CalACT/MBTA Purchasing Cooperative RFP No. 20-01, in an amount not to exceed \$1,800,911 (Fund 426), without compliance to formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(5) (York)

**Recommended Action:**

Resolution 2024-XXX: Amending the FY 2024-25 municipal budget within Fund 426 "Transit" to complete project funding for City Project No. 22011 "Transit Midsize Bus Purchase"

Resolution 2024-XXX: Approving the purchase and delivery of seven (7) 2025 Arboc Spirit of Mobility midsize buses from Model 1 Commercial Vehicles of Chino, California, to be used as transit revenue service vehicles, purchased under the CalACT/MBTA Purchasing Cooperative RFP No. 20-01, in an amount not to exceed \$1,800,911 (Fund 426), without compliance to formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(5)

**11. 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.

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**12. COUNCILMEMBER COMMENTS AND ANNOUNCEMENTS**

**13. COUNCIL ITEMS FOR FUTURE CONSIDERATION**

**14. 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: Deputy City Manager Sarah Eddy  
Employee Organization: Turlock City Employees Association  
Employee Organization: Turlock Firefighters Association-Local 2434  
Employee Organization: Turlock Management Association-Public Safety
- 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(s): Four (4)

**15. REPORTS FROM CLOSED SESSION**

**16. ADJOURNMENT**

**Agenda Item 5A**

**Briefing: Status of facility owned/operated by AHS Turlock Operating LLC, Alamo Health Management MHRE Turlock RE LLC, and/or related entities at 1617 Colorado Avenue**

## City of Turlock

# Payment Register

From Payment Date: 9/20/2024 - To Payment Date: 9/26/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
145161	09/24/2024	Open			Accounts Payable	HOGUE, RICHARD J	\$7,500.00		
	Invoice		Date	Description		Amount			
	09-23-2023		09/29/2023	Actuarial Valuation as of 7/21/2021 in accordance with GASB 75		\$5,000.00			
	02-05-2024		02/12/2024	Actuarial Valuation in accordance with GASB 75 - FYE 6/30/23		\$2,500.00			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$7,500.00			
145162	09/26/2024	Open			Accounts Payable	A-Z BUS SALES INC	\$558.12		
	Invoice		Date	Description		Amount			
	INVCOL34927		09/13/2024	Q5-6327 BELT, POSTURAL		\$83.11			
	INVSAC24688		09/16/2024	Q5-6327 BELT, POSTURAL		\$203.44			
	INVSAC24844		09/18/2024	TAKE OUT MISC. TAKE OUT PASSENGER SEAT		\$271.57			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$558.12			
145163	09/26/2024	Open			Accounts Payable	ABS DIRECT INC	\$22,184.79		
	Invoice		Date	Description		Amount			
	136428		07/06/2024	UT DELINQ - JULY 2024		\$583.35			
	137050		09/16/2024	UT DELINQ - SEPT 2024		\$386.39			
	137051		09/16/2024	UT STATEMENT - 09/10/24		\$14,215.05			
	MP-20240924		09/24/2024	POSTAGE ADVANCE FOR OCT/NOV 2024		\$7,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$12,061.61			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$5,061.58			
	420 - WATER			420.11000 (Cash)		\$5,061.60			
145164	09/26/2024	Open			Accounts Payable	AFLAC	\$3,646.26		
	Invoice		Date	Description		Amount			
	172269		09/20/2024	INDIVIDUAL SEPTEMBER 2024		\$3,646.26			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$3,646.26			
145165	09/26/2024	Open			Accounts Payable	ALEGRIA BALLROOM DANCE ACADEMY	\$3,000.00		
	Invoice		Date	Description		Amount			
	09192024 RND 2		09/19/2024	CEAG recipient (RND 2: 2024/25); Trick or Treat; 10/26/24		\$3,000.00			
	Paying Fund			Cash Account		Amount			
	120 - Tourism			120.11000 (Cash)		\$3,000.00			
145166	09/26/2024	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$370.16		
	Invoice		Date	Description		Amount			
	INV3809		09/18/2024	ALLEGIANCE - JANITORIAL SUPPLIES		\$131.57			
	INV3812		09/18/2024	ALLEGIANCE - JANITORIAL SUPPLIES		\$131.57			
	INV3811		09/18/2024	ALLEGIANCE - JANITORIAL SUPPLIES		\$107.02			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$370.16			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145167	09/26/2024	Open			Accounts Payable	AssetWorks Inc	\$1,870.00		
	Invoice		Date	Description		Amount			
	SIN010724		09/23/2024	PROJECT KICKOFF & ORIENTATION - DREWELOW - AUGUST 2024		\$1,870.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$710.60			
	505 - Fleet			505.11000 (Cash)		\$1,159.40			
145168	09/26/2024	Open			Accounts Payable	Assyrian United Organization	\$3,000.00		
	Invoice		Date	Description		Amount			
	09192024 RND 2		09/19/2024	CEAG recipient (Round 2: 24/25); Assyrian Convention 5/23/25		\$3,000.00			
	Paying Fund			Cash Account		Amount			
	120 - Tourism			120.11000 (Cash)		\$3,000.00			
145169	09/26/2024	Open			Accounts Payable	AT&T / CALNET 3	\$5,467.01		
	Invoice		Date	Description		Amount			
	000022299836		09/13/2024	BAN #9391034901 (T1 LINE - 4-way split) 8/13/24- 9/12/24		\$155.55			
	000022299690		09/13/2024	BAN #9391034842 / PSF Phones 2096323265 (8/13/24-9/12/24)		\$503.94			
	MULTI 9/13/24		09/13/2024	Multiple COT accounts paid on 9/26/24 (AUG-SEPT 2024)		\$4,807.52			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,975.10			
	205 - Sports Facilities			205.11000 (Cash)		\$43.27			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$6.03			
	246 - Landscape Assessment			246.11000 (Cash)		\$6.03			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$160.07			
	420 - WATER			420.11000 (Cash)		\$25.98			
	426 - Transit			426.11000 (Cash)		\$64.10			
	501 - Information Technology			501.11000 (Cash)		\$147.35			
	505 - Fleet			505.11000 (Cash)		\$39.08			
145170	09/26/2024	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	\$214.00		
	Invoice		Date	Description		Amount			
	9/18/24		09/18/2024	Monthly Internet Service - 9/19/24-10/18/24		\$214.00			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$214.00			
145171	09/26/2024	Open			Accounts Payable	AT&T MOBILITY	\$89.98		
	Invoice		Date	Description		Amount			
	x09042024		08/26/2024	UT - MIFI AND IPADS		\$89.98			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$89.98			
145172	09/26/2024	Open			Accounts Payable	AXON ENTERPRISE, INC.	\$37,500.00		
	Invoice		Date	Description		Amount			
	INUS264076A		06/30/2024	AXON RESPOND - FUSUSONE - BASICLEVEL SAAS		\$37,500.00			
	Paying Fund			Cash Account		Amount			
	118 - Measure A			118.11000 (Cash)		\$37,500.00			

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From Payment Date: 9/20/2024 - To Payment Date: 9/26/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145173	09/26/2024	Open			Accounts Payable	BARNES WELDING SUPPLY	\$134.60		
	Invoice		Date	Description		Amount			
	0063447991		09/16/2024	SRWA Supplies - Cylinder and Nozzle		\$134.60			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$134.60			
145174	09/26/2024	Open			Accounts Payable	BAUER COMPRESSORS INC	\$1,619.45		
	Invoice		Date	Description		Amount			
	0000325137		08/09/2024	ANNUAL PM & AIR TEST		\$1,619.45			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,619.45			
145175	09/26/2024	Open			Accounts Payable	BOBO CONSTRUCTION INC	\$268,856.82		
	Invoice		Date	Description		Amount			
	PP6/CP 1951B		08/31/2024	19-51B Columbia Pool Improvements Construction-8/31/24		\$268,856.82			
	Paying Fund			Cash Account		Amount			
	301 - Capital Improvements			301.11000 (Cash)		\$268,856.82			
145176	09/26/2024	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$85.00		
	Invoice		Date	Description		Amount			
	280152		09/13/2024	WT19-534 PRGRAM RADIO		\$85.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$85.00			
145177	09/26/2024	Open			Accounts Payable	BSK & ASSOCIATES	\$4,331.75		
	Invoice		Date	Description		Amount			
	4331.75		08/31/2024	19-51B Columbia Pool Improvements Construction-8/31/24		\$4,331.75			
	Paying Fund			Cash Account		Amount			
	301 - Capital Improvements			301.11000 (Cash)		\$4,331.75			
145178	09/26/2024	Open			Accounts Payable	CAROLLO ENGINEERS	\$25,994.00		
	Invoice		Date	Description		Amount			
	FB56069		08/31/2024	18-69 Surface Water Distribution System Improv Phase 1-8/31/24		\$16,304.00			
	FB55827		08/31/2024	PROF. SVC FOR THROUGH 8/31/24		\$9,690.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$25,994.00			
145179	09/26/2024	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$1,140.00		
	Invoice		Date	Description		Amount			
	253300		09/04/2024	FILL SAND		\$1,140.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,140.00			
145180	09/26/2024	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$303.72		
	Invoice		Date	Description		Amount			
	0006514091524		09/15/2024	INTERNET AT CITY BLDGS; SENIOR CENTER; MARTY YERBY & RUBE BOESCH		\$303.72			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$303.72			

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145181	09/26/2024	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$642.88		
	Invoice		Date	Description			Amount		
	4009676480		09/23/2024	August 2024 Premiums			\$642.88		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$642.88		
145182	09/26/2024	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$707.19		
	Invoice		Date	Description			Amount		
	5228949992		09/09/2024	NEW CABINET AND RESTOCK			\$707.19		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$353.59		
	420 - WATER			420.11000 (Cash)			\$353.60		
145183	09/26/2024	Open			Accounts Payable	CITY OF TURLOCK - CASH	\$418.49		
	Invoice		Date	Description			Amount		
	09-19-24 REPLIN		09/19/2024	FIN AR-REPLINISH PETTY CASH-09-19-24			\$418.49		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$363.49		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$27.50		
	420 - WATER			420.11000 (Cash)			\$27.50		
145184	09/26/2024	Open			Accounts Payable	COLE-PARMER INSTRUMENT COMPANY LLC	\$257.76		
	Invoice		Date	Description			Amount		
	3816414		09/10/2024	LAB SUPPLIES			\$257.76		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$128.88		
	420 - WATER			420.11000 (Cash)			\$128.88		
145185	09/26/2024	Open			Accounts Payable	CSJVRMA	\$558,694.00		
	Invoice		Date	Description			Amount		
	INV0129		09/13/2024	2nd Quarter Liability Program			\$558,694.00		
	Paying Fund			Cash Account			Amount		
	512 - Casualty Insurance			512.11000 (Cash)			\$558,694.00		
145186	09/26/2024	Open			Accounts Payable	CURTIS & SONS INC, L N	\$1,121.25		
	Invoice		Date	Description			Amount		
	INV864093		09/10/2024	RECHARGE DUTY LIGHT			\$1,121.25		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,121.25		
145187	09/26/2024	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$9,083.23		
	Invoice		Date	Description			Amount		
	S6210061.001		09/10/2024	SPIN LEDS			\$8,255.50		
	S6244653.001		09/05/2024	WQC SUPPLIES MISC MATERIAL FOR RESTOCK			\$385.76		
	S6247144.001		09/10/2024	WQC SUPPLIES			\$441.97		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$8,255.50		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$827.73		
145188	09/26/2024	Open			Accounts Payable	FASTENAL COMPANY INC	\$1,806.61		
	Invoice		Date	Description			Amount		
	CATUR194003		09/16/2024	nuts and bolts			\$1,806.61		

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	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$516.16		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$258.09		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$516.18		
	420 - WATER				420.11000 (Cash)		\$258.09		
	426 - Transit				426.11000 (Cash)		\$258.09		
145189	09/26/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$80.18		
	Invoice		Date		Description		Amount		
	8-626-87563		09/20/2024		SHIPPING CHARGES FOR 9/20/24		\$80.18		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$80.18		
145190	09/26/2024	Voided	INCORRECT ENTRY	09/27/2024	Accounts Payable	Ferguson US Holdings Inc dba Ferguson Ent LLC	\$4,765.01		
	Invoice		Date		Description		Amount		
	0009489		08/29/2024		FIBRELYTE LID		\$449.25		
	0011137		08/23/2024		MAX ADPT COUP		\$876.19		
	CM000749		08/15/2024		CREDIT FOR MAX ADAPTER		(\$876.16)		
	0006474		07/22/2024		MIP X IPS PJ COUP		\$975.33		
	0006881		07/24/2024		MAX ADPT COUP		\$2,489.38		
	0008386		07/26/2024		ULTRA FLEX COUP		\$870.51		
	CM000635		07/29/2024		CREDIT FOR MAX ADAPTER		(\$2,489.38)		
	0008453		08/12/2024		MAX ADPT COUP		\$2,469.89		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$4,765.01		
145191	09/26/2024	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$1,402.75		
	Invoice		Date		Description		Amount		
	4886329		08/26/2024		LAB SUPPLIES		\$15.97		
	5000185		08/29/2024		LAB SUPPLIES		\$43.05		
	5106729		09/04/2024		LAB SUPPLIES		\$1,343.73		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,402.75		
145192	09/26/2024	Open			Accounts Payable	FRANCHISE TAX BOARD	\$1,883.83		
	Invoice		Date		Description		Amount		
	091424WILSON		09/23/2024		09142024 PAYROLL WITHHOLDING		\$1,883.83		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$1,883.83		
145193	09/26/2024	Open			Accounts Payable	GALL'S, LLC	\$13,598.14		
	Invoice		Date		Description		Amount		
	028717877		08/07/2024		BLACK SERIES AXBIIIA MALE CONCEALABLE VEST		\$2,564.52		
	028717869		08/07/2024		HI LITE EXTRA CARRIER		\$335.61		
	028991070		09/05/2024		IHC INTERNATIONAL ASPETTO BUCKLES		\$1,649.97		
	028873484		08/23/2024		BLACK SERIES MALE CONCEALABLE VEST		\$2,564.52		
	028873471		08/23/2024		HI LITE EXTRA CARRIER		\$559.35		
	028967992		09/03/2024		BLACK SERIES AXBIIIA MALE/FEMALE CONCEALABLE VEST		\$4,274.20		
	028934189		08/29/2024		IHC INTERNATIONAL ASPETTO BUCKLES		\$1,649.97		
	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
							\$13,598.14		
145194	09/26/2024	Open			Accounts Payable	GARTON TRACTOR INC	\$1,819.29		
	Invoice		Date	Description			Amount		
	P4902101		09/16/2024	4851923 GASKET REPAIR PUMP			\$1,819.29		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,819.29		
145195	09/26/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$21,957.92		
	Invoice		Date	Description			Amount		
	K4H2019		08/20/2024	BIMONTHLY WASTEWATER ANALYSIS - TOTAL PHOSPHOROUS			\$46.20		
	K4H0613		08/06/2024	DBP QUARTERLY SITES			\$4,509.82		
	K4H2907		08/29/2024	PRS STATION MONITORING - W37 (CONFLUENCE)			\$738.15		
	K4H2908		08/29/2024	PRS STATION MONITORING - W24 (CONFLUENCE)			\$738.15		
	K4H2806		08/28/2024	CORROSION CONRTROL WQP MON. - TERMINAL TANK PUMP STATION			\$64.00		
	K4H2805		08/28/2024	CORROSION CONTROL WQP MON. - WELL 38 FINAL EFFLUENT			\$43.00		
	K4I0412		09/04/2024	DRINKING WATER WELL ANALYSIS - NITRATE			\$32.00		
	K4I0303		09/03/2024	BIMONTHLY WASTEWATER ANALYSIS - TOTAL PHOSPHOROUS			\$46.20		
	K4H1405		08/14/2024	ANNUAL PRIORITY POLLUTANTS - LIQUID SLUDGE			\$1,944.80		
	K4I0403		09/04/2024	BIMONTHLY WASTEWATER ANALYSIS - NITRATE + NITRITE AS N			\$66.00		
	K4H1409		08/14/2024	ANNUAL PRIORITY POLLUTANTS - DIAZINON & CHLORPYRITOS			\$282.00		
	K4H1403		08/14/2024	QUARTERLY WASTEWATER ANALYSIS - SULFITE			\$54.60		
	K4I0404		09/04/2024	MONTHLY WASTEWATER ANALYSIS - THMS			\$176.00		
	K4H2703		08/27/2024	BIOSOLIDS			\$173.50		
	K4H1407		08/14/2024	ANNUAL PRIORITY POLLUTANTS - EFFLUENT			\$2,827.00		
	K4H1404		08/14/2024	ANNUAL PRIORITY POLLUTANTS - INFLUENT			\$2,003.10		
	K4H1308		08/13/2024	DRINKING WATER WELL ANALYSIS - SOC/VOC LIST (NO 123-TCP)			\$2,684.85		
	K4I0410		09/04/2024	DRINKING WATER WELL ANALYSIS - 123-TCP			\$664.00		
	K4I0302		09/03/2024	WEEKLY WASTEWATER SAMPLING - AMMONIA			\$40.70		
	K4H2704		08/27/2024	WEEKLY WASTEWATER SAMPLING - AMMONIA			\$40.70		
	K4I0419		09/04/2024	ANNUAL PRIORITY POLLUTANTS - LIQUID SLUDGE			\$137.50		
	K4I1009		09/10/2024	SRWA LABORATORY ANALYSIS SERVICES 9.10.24			\$45.00		
	K4I0906		09/09/2024	SRWA LABORATORY ANALYSIS SERVICES 9.06.24			\$45.00		
	K4H2003		08/20/2024	SRWA LABORATORY ANALYSIS SERVICES 8.20.24			\$4,555.65		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$7,838.30		
	420 - WATER			420.11000 (Cash)			\$9,473.97		
	950 - SRWA - JPA			950.11000 (Cash)			\$4,645.65		
145196	09/26/2024	Open			Accounts Payable	GHD INC	\$1,026.00		
	Invoice		Date	Description			Amount		
	380-0057228		08/24/2024	20-023 Engineering and Traffic Survey Services- 8/24/24			\$1,026.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145197	Paying Fund			Cash Account			Amount		
	216 - Streets - Local Transportation			216.11000 (Cash)			\$1,026.00		
	09/26/2024	Open			Accounts Payable	GILLIG LLC	\$173.86		
	Invoice			Date	Description		Amount		
145198	41221426		09/19/2024	82-42443-000	2 EA SEAL, WHEEL		\$173.86		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$173.86		
	09/26/2024	Open			Accounts Payable	Goldfarb & Lipman LLP	\$2,347.10		
145199	Invoice			Date	Description		Amount		
	474019		07/18/2024	Legal Services - Housing- FY 23-24- June 2024			\$2,347.10		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$1,491.73		
145199	260 - PLHA-PermanentLocalHousingAlloc			260.11000 (Cash)			\$855.37		
	09/26/2024	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$30,532.25		
	Invoice			Date	Description		Amount		
	83089		09/15/2024	CUST #24090 - Fuel Expense for 9/1/24 - 9/15/24			\$29,013.32		
145200	82972		09/06/2024	Fuel for Fire #3			\$1,518.93		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$17,086.79		
	205 - Sports Facilities			205.11000 (Cash)			\$426.32		
145201	217 - Streets - Gas Tax			217.11000 (Cash)			\$1,863.38		
	246 - Landscape Assessment			246.11000 (Cash)			\$1,408.09		
	255 - CDBG			255.11000 (Cash)			\$70.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,987.44		
145202	420 - WATER			420.11000 (Cash)			\$2,007.38		
	426 - Transit			426.11000 (Cash)			\$4,205.17		
	450 - SRWA - Operations			450.11000 (Cash)			\$401.44		
	501 - Information Technology			501.11000 (Cash)			\$76.24		
145200	09/26/2024	Open			Accounts Payable	GRAINGER INC, W W	\$88.57		
	Invoice			Date	Description		Amount		
	9235996106		09/03/2024	PRIMARY SLUDGE PUMP #2			\$69.29		
	9242734482		09/10/2024	SRWA Supplies - Sched. 40 Nipples			\$19.28		
145201	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$69.29		
	450 - SRWA - Operations			450.11000 (Cash)			\$19.28		
	09/26/2024	Open			Accounts Payable	Harris & Associates, Inc.	\$6,750.00		
145202	Invoice			Date	Description		Amount		
	64474		09/13/2024	Development Impact Fee Services - 7/28/24 - 8/24/24			\$6,750.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$6,750.00		
145202	09/26/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$328.10		
	Invoice			Date	Description		Amount		
	INV00480064		09/11/2024	SRWA supplies - Clear Anti Fog Glasses			\$115.85		
	INV00482779		09/12/2024	BEAKER GRIF			\$212.25		
145202	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$212.25		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	450 - SRWA - Operations			450.11000 (Cash)			\$115.85		
145203	09/26/2024	Open			Accounts Payable	HILMAR LUMBER INC	\$5.38		
	Invoice		Date	Description			Amount		
	685052		09/09/2024	TOOLS FOR TRUCK 631			\$5.38		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$5.38		
145204	09/26/2024	Open			Accounts Payable	i2 Group Inc.	\$13,981.00		
	Invoice		Date	Description			Amount		
	I2GCT0000046		08/25/2024	i2 ANALYST NOTEBOOK			\$13,981.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$13,981.00		
145205	09/26/2024	Open			Accounts Payable	INTERSTATE TRUCK CTR	\$316.45		
	Invoice		Date	Description			Amount		
	02P532674		09/18/2024	PB D37-1046 FILTER-AIR NEW MEDIUM DUTY			\$75.81		
	02P532716		09/18/2024	filters			\$240.64		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$316.45		
145206	09/26/2024	Open			Accounts Payable	ITRON INC	\$3,710.79		
	Invoice		Date	Description			Amount		
	688493		09/11/2024	HOSTING BILLING PERIOD 10/1 - 10/31/24			\$3,710.79		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$3,710.79		
145207	09/26/2024	Open			Accounts Payable	JESTER AUTO WORKS	\$600.00		
	Invoice		Date	Description			Amount		
	7531		09/13/2024	ST17-7167 paint hood			\$600.00		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$600.00		
145208	09/26/2024	Open			Accounts Payable	LC ACTION POLICE SUPPLY, LTD	\$42.17		
	Invoice		Date	Description			Amount		
	462869		03/12/2024	FRONT PLACARD			\$42.17		
	Paying Fund			Cash Account			Amount		
	240 - Small Equipment Replacement			240.11000 (Cash)			\$42.17		
145209	09/26/2024	Open			Accounts Payable	Life-Assist, Inc	\$140.42		
	Invoice		Date	Description			Amount		
	1504876		08/28/2024	Epinephrine			\$140.42		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$140.42		
145210	09/26/2024	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$10,164.35		
	Invoice		Date	Description			Amount		
	52634		08/31/2024	23-031 Engineering Design Services Task Order 1 - 8/31/24			\$10,164.35		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$10,164.35		

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145211	09/26/2024	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$353.52		
	Invoice		Date	Description		Amount			
	43724179		09/12/2024	ASPHALT		\$88.57			
	43724054		09/12/2024	ASPHALT		\$87.06			
	43337566		08/07/2024	ASPHALT		\$87.06			
	43752706		09/16/2024	ASPHALT		\$90.83			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$353.52			
145212	09/26/2024	Open			Accounts Payable	MWI VETERINARY SUPPLY CO DBA MWI ANIMAL HEALTH	\$172.00		
	Invoice		Date	Description		Amount			
	56709433		09/16/2024	GLV EXAM/INDUSTRIAL AND SYR 03CC		\$172.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$172.00			
145213	09/26/2024	Open			Accounts Payable	NAPA AUTO PARTS	\$148.07		
	Invoice		Date	Description		Amount			
	825671		09/05/2024	CREDIT BLT TENSIONER ASSY		(\$31.28)			
	826053		09/13/2024	AUTOMATIC TENSIONER		\$79.27			
	826089		09/16/2024	EC2328 EC PIGTAIL ASSEMBLY 79.27		\$56.26			
	826233		09/18/2024	1740 FIL SPIN-ON FLUID FILTER ()		\$43.82			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$47.99			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$43.82			
	420 - WATER			420.11000 (Cash)		\$56.26			
145214	09/26/2024	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$804.75		
	Invoice		Date	Description		Amount			
	14I0033258518		09/06/2024	5 GALLON NESTLE DRINKING WATER RESOURCE BUILDING 8.7.24 -9.6.24		\$133.72			
	14I0033242363		09/06/2024	5 GALLON NESTLE DRINKING WATER UTILITIES 8.7.24-9.6.24		\$276.77			
	14I0033242389		09/06/2024	5 GALLON NESTLE DRINKINGWASTE MGMT WATER TREATMENT 8.7.24-9.6.24		\$394.26			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$402.37			
	420 - WATER			420.11000 (Cash)		\$402.38			
145215	09/26/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$1,269.56		
	Invoice		Date	Description		Amount			
	8577-431773		09/13/2024	Triangle Warning Kit		\$27.69			
	8577-431797		09/13/2024	XBO Q1401480303 5K TOPWIND JACK		\$85.31			
	8577-431805		09/13/2024	ROTORS AND PADS		\$233.67			
	8577-431832		09/13/2024	ENGINE MOUNTS		\$156.92			
	8577-431961		09/17/2024	FILTERS		\$149.63			
	8577-431966		09/17/2024	FILTER Credit for Orig 431961		(\$5.43)			
	8577-431992		09/17/2024	BATTERY		\$186.00			
	8577-432001		09/17/2024	BATTERY Credit for Orig 431012		(\$23.90)			
	8577-432002		09/17/2024	BATTERY Credit for Orig 431992		(\$23.90)			
	8577-432056		09/18/2024	filter-Credit for Orig 431961		(\$52.09)			

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	8577-432057		09/18/2024		FILTER		\$88.23		
	8577-432065		09/18/2024		filter-Credit for Orig 432057		(\$88.23)		
	8577-432101		09/18/2024		JOHNSENS BRAKE CLEANER		\$38.97		
	8577-432102		09/18/2024		brake clean-Credit for Orig 432101		(\$38.97)		
	8577-432121		09/19/2024		BATTERY		\$215.11		
	8577-432138		09/19/2024		BATTERY-Credit for Orig 432121		(\$23.90)		
	8577-432156		09/19/2024		HEATER HOSE CONN		\$10.94		
	8577-432157		09/19/2024		MEROPA 220		\$379.24		
	8577-432171		09/19/2024		FILTERS-Credit for Orig 431961		(\$45.73)		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$400.98		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$27.69		
	246 - Landscape Assessment				246.11000 (Cash)		\$85.31		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$587.72		
	426 - Transit				426.11000 (Cash)		\$167.86		
145216	09/26/2024	Open			Accounts Payable	NORTH STAR ENGINEERING GROUP INC	\$1,044.20		
	Invoice		Date		Description		Amount		
	25828		08/31/2024		SR03, 21-021 Pedras Rd Rehab between Geer Rd and GSB-8/31/24		\$1,044.20		
	Paying Fund				Cash Account		Amount		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$1,044.20		
145217	09/26/2024	Open			Accounts Payable	OREILLY AUTO PARTS	\$510.62		
	Invoice		Date		Description		Amount		
	2800-467618		09/10/2024		credit-PATCH PLUG kit and headlight		(\$86.20)		
	2800-468545		09/13/2024		MTM 13125 WOODRUFF KEY		\$5.49		
	2800-468599		09/13/2024		MRY PM4102 BLOWER MOTOR		\$192.27		
	2800-468607		09/13/2024		MRY 37340 PRESS SWITCH		\$39.80		
	2800-468676		09/13/2024		MON 550057 GAS-MAGNUM		\$142.34		
	2800-469380		09/16/2024		TYC 20-6582-00 HEADLIGHT		\$53.37		
	2800-469707		09/17/2024		MRY 39517 EXPAN VALVE		\$69.55		
	2800-469799		09/17/2024		STD CSP293 CLOCK SPRING		\$94.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$182.14		
	246 - Landscape Assessment				246.11000 (Cash)		\$5.49		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$163.55		
	420 - WATER				420.11000 (Cash)		\$192.27		
	426 - Transit				426.11000 (Cash)		(\$32.83)		
145218	09/26/2024	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$18,586.27		
	Invoice		Date		Description		Amount		
	059398117		08/14/2024		VALVES		\$4,057.86		
	059693856-3		09/03/2024		ULTRA FLEX CPLG FORD		\$5,044.55		
	059772979		08/27/2024		BUSHING CLAY		\$4,013.69		
	059794767		09/03/2024		RUBBER RING GASKET		\$3,238.28		
	059772979-1		09/06/2024		BUSHING CLAY		\$338.52		
	059794767-1		09/05/2024		RUBBER RING GASKET		\$1,036.85		
	059772979-2		09/10/2024		BUSHING CLAY		\$856.52		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$5,926.38		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	420 - WATER			420.11000 (Cash)			\$12,659.89		
145219	09/26/2024	Open			Accounts Payable	Petrulakis Law & Advocacy, APC	\$10,726.40		
	Invoice		Date	Description		Amount			
	2798		08/01/2024	City Attorney - City Council Meetings 8-1-24		\$1,620.00			
	2832		08/13/2024	Subcontracted Legal Counsel 8-12-24		\$9,106.40			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$10,726.40			
145220	09/26/2024	Open			Accounts Payable	PIRES, LIPOMI & BURKETT ARCHITECTURAL CORP	\$1,260.00		
	Invoice		Date	Description		Amount			
	6815		08/31/2024	SR03, 24-033 Transit Center EV Chargers-8/31/24		\$1,260.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$1,260.00			
145221	09/26/2024	Open			Accounts Payable	Platt Electric Supply	\$43.92		
	Invoice		Date	Description		Amount			
	5M80420		09/05/2024	PEDRETTI SCOREBOARD FIELD 3		\$43.92			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$43.92			
145222	09/26/2024	Open			Accounts Payable	PODS ENTERPRISES, LLC	\$228.10		
	Invoice		Date	Description		Amount			
	PODS008089829		09/14/2024	Monthly Rental @ 701 S. Walnut (9/14-10/13/2024)		\$228.10			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$228.10			
145223	09/26/2024	Open			Accounts Payable	PUBLIC RESTROOM CO INC	\$141,673.00		
	Invoice		Date	Description		Amount			
	25755		07/31/2024	Columbia Pool Renovation-Storage, Con and Restroom Build-8/31/24		\$141,673.00			
	Paying Fund			Cash Account		Amount			
	301 - Capital Improvements			301.11000 (Cash)		\$141,673.00			
145224	09/26/2024	Open			Accounts Payable	PUMP PROS INC	\$508.52		
	Invoice		Date	Description		Amount			
	1345		09/12/2024	PVC PIPE		\$508.52			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$508.52			
145225	09/26/2024	Open			Accounts Payable	REED INC, GEORGE	\$390,131.75		
	Invoice		Date	Description		Amount			
	PP2/CP23-031		08/20/2024	23-031 Roads Program CIP Plan Package 2-8/20/24		\$390,020.95			
	100341806		08/19/2024	ASPHALT		\$110.80			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$390,020.95			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$110.80			
145226	09/26/2024	Open			Accounts Payable	Richard D. Jones, APLC dba Jones Mayer	\$315.00		
	Invoice		Date	Description		Amount			
	124232		07/31/2024	Special Counsel Legal Services - 7-31-2024		\$315.00			
	Paying Fund			Cash Account		Amount			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145227	110 - General Fund			110.11000 (Cash)			\$315.00		
	09/26/2024	Open			Accounts Payable	ROBBINS, BROWNING, GODWIN & MARCHINI LLP	\$600.00		
	Invoice		Date	Description			Amount		
	71612		08/31/2024	Special Counsel - Conflict Attorney			\$600.00		
145228	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$600.00		
	09/26/2024	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$4,650.00		
	Invoice		Date	Description			Amount		
145229	23016		07/01/2024	CONTRACT JULY 2024			\$1,000.00		
	23107		07/26/2024	CONTRACT AUGUST 2024			\$1,000.00		
	23219		08/28/2024	CONTRACT SEPTEMBER 2024			\$1,000.00		
	23264		09/19/2024	PRE-EMPLOYMENT SCREENING			\$500.00		
	23144		08/08/2024	POST OFFER SCREENING			\$325.00		
	23148		08/06/2024	POST OFFER SCREENING			\$325.00		
	23053		07/12/2024	PRE-EMPLOYMENT SCREENING			\$500.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$4,650.00		
	09/26/2024	Open			Accounts Payable	ROMEO MEDICAL CLINIC	\$5,048.00		
	Invoice		Date	Description			Amount		
	August 2024		08/30/2024	Romeo Medical Service August 2024			\$3,948.00		
145230	8/2024 PD		08/30/2024	Romeo Medical Services Onsite PD August 2024			\$1,100.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,105.00		
	205 - Sports Facilities			205.11000 (Cash)			\$177.00		
	246 - Landscape Assessment			246.11000 (Cash)			\$120.00		
	270 - Recreation Grants			270.11000 (Cash)			\$947.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$297.50		
	420 - WATER			420.11000 (Cash)			\$297.50		
	505 - Fleet			505.11000 (Cash)			\$104.00		
	09/26/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$544.06		
	Invoice		Date	Description			Amount		
	3038776089		09/16/2024	FL3Z3600AA:FRD WHEEL ASY - STEERING			\$307.59		
145231	3038757093		09/14/2024	FL3Z1513208AA:FRD PLATE - DO			\$84.39		
	FRAME			BB5Z7820554AC:FRD MOULDING - DOOR WINDOW					
	3038789794		09/18/2024	3968447:CE TUBE,OIL GAUGE			\$152.08		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$84.39		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$307.59		
	426 - Transit			426.11000 (Cash)			\$152.08		
	09/26/2024	Open			Accounts Payable	Samsara Inc.	\$408.61		
	Invoice		Date	Description			Amount		
	310519553239886		08/06/2024	Hardware and License for Fixed Route Trackers			\$408.61		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$408.61		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145232	09/26/2024	Open			Accounts Payable	SAN JOAQUIN VALLEY	\$1,477.00		
	Invoice		Date	Description		Amount			
	N164626		09/01/2024	FACILITY ID# N7952		\$577.00			
	N164726		09/01/2024	FACILITY ID# N10096		\$900.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$1,477.00			
145233	09/26/2024	Open			Accounts Payable	SEEGERS PRINTING INC	\$1,593.53		
	Invoice		Date	Description		Amount			
	143822B-IN		07/12/2024	Business Cards - Sheila, Kayla, Katie Q.		\$195.53			
	0144188-IN		08/26/2024	Prop 218 Notices		\$1,398.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$195.53			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$699.00			
	420 - WATER			420.11000 (Cash)		\$699.00			
145234	09/26/2024	Open			Accounts Payable	SIGALA INC	\$6,225.00		
	Invoice		Date	Description		Amount			
	053124		06/03/2024	NOFA for HOME -ARP		\$6,225.00			
	Paying Fund			Cash Account		Amount			
	259 - HOME-ARP			259.11000 (Cash)		\$6,225.00			
145235	09/26/2024	Open			Accounts Payable	SOUTHERN TIRE MART	\$4,867.02		
	Invoice		Date	Description		Amount			
	7320013667		09/18/2024	245/55R18 FIREHAWK PRST		\$1,319.80			
	7320013666		09/18/2024	245/55R18 FIREHAWK PRST		\$1,319.80			
	7320013687		09/18/2024	LT245/75R17/10 TRANSFORCE HT2		\$1,885.92			
	7320013656		09/18/2024	15X6 5-4.5 WHITE SPOKE and tires		\$341.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,981.10			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$1,885.92			
145236	09/26/2024	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	\$23,766.30		
	Invoice		Date	Description		Amount			
	23044551		08/30/2024	AUGUST RESPONSE		\$17,356.30			
	23044550		08/30/2024	AUGUST ROUTINE		\$6,410.00			
	Paying Fund			Cash Account		Amount			
	216 - Streets - Local Transportation			216.11000 (Cash)		\$23,766.30			
145237	09/26/2024	Voided	INCORRECT VENDOR	09/27/2024	Accounts Payable	STANISLAUS COUNTY	\$80.00		
	Invoice		Date	Description		Amount			
	7406		09/04/2024	WILDLAND TRAINING		\$40.00			
	7409 A		09/04/2024	WILDLAND TRAINING		\$40.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$80.00			
145238	09/26/2024	Open			Accounts Payable	STANISLAUS COUNTY DEPT	\$114,258.81		
	Invoice		Date	Description		Amount			
	3912		06/30/2024	14-79 GSB, Golf and Berkeley Intersection Project- 6/30/24		\$106,693.73			
	3927		09/05/2024	CNG Pumped from Public Works Morgan Rd Station July 2024		\$3,402.58			

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	3949		06/30/2024	14-79 GSB, Golf and Berkeley Intersection Project- 6/30/24			\$4,162.50		
	Paying Fund			Cash Account			Amount		
	305 - Capital Facility Fees			305.11000 (Cash)			\$110,856.23		
	426 - Transit			426.11000 (Cash)			\$3,402.58		
145239	09/26/2024	Open			Accounts Payable	STOMMEL INC DBA LEHR	\$1,507.51		
	Invoice		Date	Description			Amount		
	SI109315		09/18/2024	lights			\$1,366.08		
	SI109394		09/19/2024	01-026B568-10C Whelen, LED Mod - Amber			\$141.43		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,507.51		
145240	09/26/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$405.35		
	Invoice		Date	Description			Amount		
	091424BECCHETTI		09/23/2024	09142024 PAYROLL WITHHOLDING			\$405.35		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$405.35		
145241	09/26/2024	Open			Accounts Payable	The Market Turlock, LLC	\$6,000.00		
	Invoice		Date	Description			Amount		
	09202024 RND 2		09/20/2024	CEAG recipient (RND 2: 2024/25); holiday market; 12.14.2024			\$3,000.00		
	092024 RND 2 (2)		09/20/2024	CEAG recipient (RND 2: 2024/25); The market; 3.2.2024			\$3,000.00		
	Paying Fund			Cash Account			Amount		
	120 - Tourism			120.11000 (Cash)			\$6,000.00		
145242	09/26/2024	Open			Accounts Payable	THEIS REALTY GROUP INC DBA THEIS REALTY GROUP	\$300.00		
	Invoice		Date	Description			Amount		
	91		07/26/2024	Real Estate Broker Svs-Home Study- May 2024			\$300.00		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$300.00		
145243	09/26/2024	Open			Accounts Payable	TRIMAX MOWING SYSTEMS	\$1,184.24		
	Invoice		Date	Description			Amount		
	INV2023679		09/16/2024	BLADES AND BOLTS AND NUTS			\$1,184.24		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,184.24		
145244	09/26/2024	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$1,000,000.00		
	Invoice		Date	Description			Amount		
	SEPT 2024 PYMENT		09/20/2024	SEPT 2024 PAYMENT			\$1,000,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,000,000.00		
145245	09/26/2024	Open			Accounts Payable	TURLOCK SENIOR CITIZENS	\$5,500.00		
	Invoice		Date	Description			Amount		
	091924 RND 2 (2)		09/19/2024	CEAG recipient (RND 2: 2024/25); Hotrods & Hotdogs; June 2025			\$2,500.00		
	09192024 RND 2		09/19/2024	CEAG recipient (RND 2: 2024/25); Dinner Series; TBA Dates 2025			\$3,000.00		
	Paying Fund			Cash Account			Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	120 - Tourism			120.11000 (Cash)			\$5,500.00		
145246	09/26/2024	Open			Accounts Payable	UNDERGROUND SERVICE ALERT	\$1,256.42		
	Invoice		Date	Description		Amount			
	131228USB24		07/26/2024	CALIFORNIA STATE FEE FOR REGULATORY COSTS 7.1.24 - 6.30.24		\$1,256.42			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$1,256.42			
145247	09/26/2024	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$57,426.88		
	Invoice		Date	Description		Amount			
	52406173		09/10/2024	SODIUM HYPOCHLORITE		\$16,472.86			
	52398512		09/06/2024	SODIUM HYPOCHLORITE		\$16,303.41			
	52390627		09/03/2024	SODIUM HYPOCHLORITE		\$15,957.79			
	52415846		09/11/2024	SRWA Supply & Del. Of Calcium Thiosulfate 9.12.24		\$8,692.82			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$48,734.06			
	450 - SRWA - Operations			450.11000 (Cash)		\$8,692.82			
145248	09/26/2024	Open			Accounts Payable	Van Dermeyden Makus Law Corporation	\$10,345.44		
	Invoice		Date	Description		Amount			
	30818		06/30/2024	Van Dermeyden Makus Services June 2024		\$10,345.44			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$10,345.44			
145249	09/26/2024	Open			Accounts Payable	Veritone, Inc.	\$8,200.00		
	Invoice		Date	Description		Amount			
	799284		09/20/2024	VERITONE LICENSE 8/1/24-7/31/25		\$8,200.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$8,200.00			
145250	09/26/2024	Open			Accounts Payable	VERIZON WIRELESS	\$316.39		
	Invoice		Date	Description		Amount			
	9973042392		09/03/2024	CM/CA/EDC/CC - Monthly Cell Phone & Devices Bill		\$316.39			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$316.39			
145251	09/26/2024	Open			Accounts Payable	Vestra Resources, Inc.	\$2,716.50		
	Invoice		Date	Description		Amount			
	82212-17		07/31/2024	GIS Professional Services		\$2,716.50			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$2,716.50			
145252	09/26/2024	Open			Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$1,250.00		
	Invoice		Date	Description		Amount			
	12-4209		09/01/2024	Project Management Software Tool for Capital Projects-9/1/24		\$1,250.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,250.00			
145253	09/26/2024	Open			Accounts Payable	VWR INTERNATIONAL INC	\$581.84		
	Invoice		Date	Description		Amount			
	8816976994		08/30/2024	LAB SUPPLIES		\$92.29			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	8817038581		09/09/2024	LAB SUPPLIES			\$189.59		
	8817038580		09/09/2024	LAB SUPPLIES			\$103.91		
	8817078409		09/12/2024	LAURYLTRYPTOSEBROTH 500GM			\$196.05		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$196.05		
	420 - WATER			420.11000 (Cash)			\$385.79		
145254	09/26/2024	Open			Accounts Payable	WECO INDUSTRIES INC		\$1,553.06	
	Invoice		Date	Description			Amount		
	0054208-IN		08/28/2024	GUN WASHDOWN			\$1,553.06		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,553.06		
145255	09/26/2024	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE		\$8,031.00	
	Invoice		Date	Description			Amount		
	1095455		08/23/2024	2023 Workers Comp Final Audit			\$8,031.00		
	Paying Fund			Cash Account			Amount		
	510 - Workers Compensation Ins			510.11000 (Cash)			\$8,031.00		
145256	09/26/2024	Open			Accounts Payable	DAVIS, NANCY		\$100.00	
	Invoice		Date	Description			Amount		
	NDAVIS		09/19/2024	OVERPAYMENT FOR MASSAGE ESTABLISHMENT PERMIT			\$100.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$100.00		
145257	09/26/2024	Open			Accounts Payable	FIGUEROA, IRIS		\$80.00	
	Invoice		Date	Description			Amount		
	TR 5036 PER DIEM		09/20/2024	WOMENS WELLNESS IN PUBLIC SAFETY, 10/7/24 - 10/8/24, REDWOOD CIT			\$80.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$80.00		
145258	09/26/2024	Open			Accounts Payable	FRANCO, LILIA		\$80.00	
	Invoice		Date	Description			Amount		
	TR 5036 PER DIEM		09/20/2024	WOMENS WELLNESS IN PUBLIC SAFETY, 10/7/24 - 10/8/24, REDWOOD CIT			\$80.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$80.00		
145259	09/26/2024	Open			Accounts Payable	GONZALES, RAYMOND		\$15.00	
	Invoice		Date	Description			Amount		
	T2- GONZALES - 1		09/20/2024	REIMBURSEMENT ERROR FOR RAY GONZALES			\$15.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$15.00		
145260	09/26/2024	Open			Accounts Payable	Gutierrez, Juan		\$40.00	
	Invoice		Date	Description			Amount		
	PerDiem TR4985		09/16/2024	ZEB Tech Experience, Hayward CA, 09/20/24- 09/21/24			\$40.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$40.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145261	09/26/2024	Open			Accounts Payable	HAHNCO HOLDINGS, INC.	\$486.00		
	Invoice		Date	Description		Amount			
	GP 17-033G		09/16/2024	DUST SECURITY REFUND GP 17-033G 205 E		\$486.00			
				HAWKEYE AVE					
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$486.00			
145262	09/26/2024	Open			Accounts Payable	HALL, DAVID	\$276.00		
	Invoice		Date	Description		Amount			
	TR 5033 PER DIEM		09/18/2024	CATO CONF., 09/30/24-10/04/24, SAN DIEGO		\$276.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$276.00			
145263	09/26/2024	Open			Accounts Payable	HEDDEN, JASON	\$320.00		
	Invoice		Date	Description		Amount			
	TR 5021 PER DIEM		09/03/2024	2024 IACP CONF., 10/18/24-10/23/24, BOSTON		\$320.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$320.00			
145264	09/26/2024	Open			Accounts Payable	HERNANDEZ, DOMINIC	\$276.00		
	Invoice		Date	Description		Amount			
	TR 5033 PER DIEM		09/18/2024	CATO CONF., 09/30/24-10/04/24, SAN DIEGO		\$276.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$276.00			
145265	09/26/2024	Open			Accounts Payable	JIMENEZ, ALEX	\$276.00		
	Invoice		Date	Description		Amount			
	TR 5033 PER DIEM		09/18/2024	CATO CONF., 09/30/24-10/04/24, SAN DIEGO		\$276.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$276.00			
145266	09/26/2024	Open			Accounts Payable	Machado, Luis	\$279.44		
	Invoice		Date	Description		Amount			
	PerDiem TR5015		09/19/2024	TR5010 MISAC Annual Conference 9/22/2024 - 9/24/2024		\$279.44			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$279.44			
145267	09/26/2024	Open			Accounts Payable	NEGRETE, MONICA	\$100.00		
	Invoice		Date	Description		Amount			
	R24-005513		09/19/2024	A/C REFUND		\$100.00			
	Paying Fund			Cash Account		Amount			
	203 - Animal Fee Forfeiture			203.11000 (Cash)		\$100.00			
145268	09/26/2024	Open			Accounts Payable	PEREZ, GREG	\$50.00		
	Invoice		Date	Description		Amount			
	D1- PEREZ		09/20/2024	REIMBURSEMENT FOR WATER D1 EXAM		\$50.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$50.00			
145269	09/26/2024	Open			Accounts Payable	PITAU, JULIA	\$100.00		
	Invoice		Date	Description		Amount			
	R24-007021		09/19/2024	A/C REFUND		\$100.00			
	Paying Fund			Cash Account		Amount			
	203 - Animal Fee Forfeiture			203.11000 (Cash)		\$100.00			

# Payment Register

From Payment Date: 9/20/2024 - To Payment Date: 9/26/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145270	09/26/2024	Open			Accounts Payable	RODRIGUES, STEVE	\$334.00		
	Invoice		Date	Description		Amount			
	TR 5021 PER DIEM		09/03/2024	2024 IACP CONF., 10/18/24-10/23/24, BOSTON		\$334.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$334.00			
145271	09/26/2024	Open			Accounts Payable	RODRIGUEZ, JOSEPH	\$276.00		
	Invoice		Date	Description		Amount			
	TR 5033 PER DIEM		09/18/2024	CATO CONF., 09/30/24-10/04/24, SAN DIEGO		\$276.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$276.00			
145272	09/26/2024	Open			Accounts Payable	RUIZ, MARIA	\$80.00		
	Invoice		Date	Description		Amount			
	TR 5036 PER DIEM		09/20/2024	WOMENS WELLNESS IN PUBLIC SAFETY, 10/7/24 - 10/8/24, REDWOOD CIT		\$80.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$80.00			
145273	09/26/2024	Open			Accounts Payable	Showalter, Nick	\$324.64		
	Invoice		Date	Description		Amount			
	PerDiem TR5015		09/19/2024	TR5015- MISAC Annual Conference 9/21/2024 - 9/25/2024		\$324.64			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$324.64			
145274	09/26/2024	Open			Accounts Payable	STUHMER, LINDA	\$500.00		
	Invoice		Date	Description		Amount			
	2025-000000104		09/18/2024	A/C REFUND		\$500.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$500.00			
145275	09/26/2024	Open			Accounts Payable	Torres , Mauricio	\$40.00		
	Invoice		Date	Description		Amount			
	PerDiem TR5032		09/16/2024	ZEB Tech Experience, Hayward CA, 09/20/24-09/21/24		\$40.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$40.00			
145276	09/26/2024	Open			Accounts Payable	TRIPLE J CONSTRUCTION	\$5,500.00		
	Invoice		Date	Description		Amount			
	20-162C		09/13/2024	EP 20-162C IMPROVEMENT SECURITY REFUND		\$5,500.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$5,500.00			
145277	09/26/2024	Open			Accounts Payable	ULRICH, MATTHEW	\$276.00		
	Invoice		Date	Description		Amount			
	TR 5033 PER DIEM		09/18/2024	CATO CONF., 09/30/24-10/04/24, SAN DIEGO		\$276.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$276.00			
145278	09/26/2024	Open			Accounts Payable	VIERRA, ANTONIA	\$27.00		
	Invoice		Date	Description		Amount			
	R24-007107		09/19/2024	A/C REFUND		\$27.00			
	Paying Fund			Cash Account		Amount			

# Payment Register

From Payment Date: 9/20/2024 - To Payment Date: 9/26/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
			203 - Animal Fee Forfeiture		203.11000 (Cash)		\$27.00		
145279	09/26/2024	Open			Accounts Payable	WALL, SAHARA	\$100.00		
	Invoice		Date	Description			Amount		
	R24-007008		09/18/2024	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		

Type Check Totals:

AP - Accounts Payable Totals

119 Transactions

\$2,924,115.35

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	117	\$2,919,270.34	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$4,845.01	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	119	\$2,924,115.35	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	117	\$2,919,270.34	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$4,845.01	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	119	\$2,924,115.35	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	117	\$2,919,270.34	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$4,845.01	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	119	\$2,924,115.35	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	117	\$2,919,270.34	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$4,845.01	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	119	\$2,924,115.35	\$0.00

# Payment Register

From Payment Date: 9/27/2024 - To Payment Date: 10/3/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
145280	09/27/2024	Open			Accounts Payable	Ferguson US Holdings Inc dba Ferguson Ent LLC	\$5,641.17		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	0009489		08/29/2024	FIBRELYTE LID			\$449.25		
	0011137		08/23/2024	MAX ADPT COUP			\$876.19		
	0006474		07/22/2024	MIP X IPS PJ COUP			\$975.33		
	0006881		07/24/2024	MAX ADPT COUP			\$2,489.38		
	0008386		07/26/2024	ULTRA FLEX COUP			\$870.51		
	CM000635		07/29/2024	CREDIT FOR MAX ADAPTER			(\$2,489.38)		
	0008453		08/12/2024	MAX ADPT COUP			\$2,469.89		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$5,641.17		
145281	10/02/2024	Open			Accounts Payable	STANISLAUS CO ENV RES	\$3,076.50		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	473238		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473218		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473219		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473220		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473221		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473243		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473242		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473241		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473240		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473239		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473247		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473246		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473245		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473244		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473225		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473248		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473222		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473223		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473224		03/13/2024	FOR WELLS AND TANKS REPORTING			\$148.00		
	473324		03/13/2024	SRWA - CUPA Environmental Permitting 1/2024 - 6/2024			\$264.50		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$2,812.00		
	950 - SRWA - JPA			950.11000 (Cash)			\$264.50		
145282	10/02/2024	Open			Accounts Payable	VARGAS, JUAN	\$450.42		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	06242024		06/24/2024	Accidentally used personal CC for afterschool program purchases			\$450.42		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$131.38		
	117 - Cannabis			117.11000 (Cash)			\$56.30		
	270 - Recreation Grants			270.11000 (Cash)			\$262.74		

# Payment Register

From Payment Date: 9/27/2024 - To Payment Date: 10/3/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145283	10/03/2024	Open			Accounts Payable	A-Z BUS SALES INC	\$29.74		
	Invoice		Date	Description		Amount			
	INVSAC25326		09/27/2024	3300439 SWITCH-SPST RAMP DEP/STOW ENG		\$29.74			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$29.74			
145284	10/03/2024	Open			Accounts Payable	ALEGRIA BALLROOM DANCE ACADEMY	\$500.00		
	Invoice		Date	Description		Amount			
	09/20/24		09/20/2024	Business Development Program Reimbursement		\$500.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$500.00			
145285	10/03/2024	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$1,306.21		
	Invoice		Date	Description		Amount			
	INV3808		09/19/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$171.08			
	INV3830		09/19/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$135.78			
	INV3831		09/19/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$185.75			
	INV3891		09/25/2024	ALLEGIANCE - JANITORIAL SUPPLIES		\$285.68			
	INV3856		09/20/2024	ALLEGIANCE - JANITORIAL SUPPLIES		\$325.88			
	INV3855		09/23/2024	ALLEGIANCE - JANITORIAL SUPPLIES		\$202.04			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,306.21			
145286	10/03/2024	Open			Accounts Payable	AMERICA'S AUTO GLASS	\$45.00		
	Invoice		Date	Description		Amount			
	00005327		09/26/2024	OP20-6008 CHIP REPAIR		\$45.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$45.00			
145287	10/03/2024	Open			Accounts Payable	AMERICAN MESSAGING	\$14.01		
	Invoice		Date	Description		Amount			
	R1061876YJ		10/01/2024	Acct #R1-061876 - Fire Department		\$14.01			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$14.01			
145288	10/03/2024	Open			Accounts Payable	ANDREW MIKKELSEN DBA CALSCADA LLC	\$6,600.00		
	Invoice		Date	Description		Amount			
	1110		09/20/2024	SCADA SERVICES		\$6,600.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$6,600.00			
145289	10/03/2024	Open			Accounts Payable	AT&T / CALNET 3	\$775.17		
	Invoice		Date	Description		Amount			
	000022299694		09/13/2024	BAN #9391034847 /City-wide system 2096682612957 -8/13/24-9/12/24		\$775.17			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$527.93			
	255 - CDBG			255.11000 (Cash)		\$20.04			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$59.26			
	420 - WATER			420.11000 (Cash)		\$59.26			
	426 - Transit			426.11000 (Cash)		\$59.64			

# Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145290	501 - Information Technology			501.11000 (Cash)			\$5.10		
	505 - Fleet			505.11000 (Cash)			\$43.94		
	10/03/2024	Open			Accounts Payable	AT&T Corp	\$584.84		
	Invoice		Date	Description			Amount		
	9015942900		09/11/2024	SRWA - JPA, Surface Water, Operations- Internet Access Sept 2024			\$584.84		
145291	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$584.84		
	10/03/2024	Open			Accounts Payable	AT&T MOBILITY	\$562.19		
	Invoice		Date	Description			Amount		
	4412x08272024		08/19/2024	AUGUST AIRCARDS - FIRE			\$562.19		
145292	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$562.19		
	10/03/2024	Open			Accounts Payable	Blair, Church & Flynn Consulting Engineers, Inc.	\$982.50		
	Invoice		Date	Description			Amount		
	79324		08/31/2024	SR06, 23-030 RWQCF In Plant Waste Line Repair- 8/31/24			\$982.50		
145293	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$982.50		
	10/03/2024	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$99.84		
	Invoice		Date	Description			Amount		
	275691		09/23/2024	86573499 (S)PAD KIT			\$99.84		
145294	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$99.84		
	10/03/2024	Open			Accounts Payable	BUREAU VERITAS NO AMERICA	\$79,126.75		
	Invoice		Date	Description			Amount		
	RI 24029243		07/02/2024	PLAN CHECK SERVICES FOR BP#23-0928			\$176.25		
	RI 24029630		07/09/2024	PLAN CHECK SERVICES FOR BP#24-0576			\$573.00		
	RI 24029728		07/10/2024	ONSITE PLAN CHECK SERVICES			\$8,880.00		
	RI 24029729		07/10/2024	CBO SERVICES			\$15,072.00		
	RI 24030160		07/17/2024	PLAN CHECK SERVICES FOR BP#24-0524			\$810.00		
	RI 24030539		07/22/2024	PLAN CHECK SERVICES FOR BP#23-1134			\$480.00		
	RI 24030664		07/23/2024	PLAN CHECK SERVICES FOR BP#24-0184			\$809.25		
	RI 24036120		08/21/2024	PLAN CHECK SERVICES FOR BP#23-1068			\$120.00		
	RI 24040515		09/11/2024	PLAN CHECK SERVICES FOR BP#22-1558			\$210.00		
	RI 24036119		08/21/2024	PLAN CHECK SERVICES FOR BP#22-1365			\$1,087.50		
	RI 24036118		08/21/2024	PLAN CHECK SERVICES FOR BP#23-1147			\$481.50		
	RI 24036117		08/21/2024	PLAN CHECK SERVICES FOR BP#24-0013			\$7,814.25		
	RI 24035166		08/08/2024	PLAN CHECK SERVICES FOR MP 5 ATRIUM FIRE SPRINKLERS			\$385.00		
	RI 24065165		08/08/2024	CBO SERVICES			\$12,560.00		
	RI 24035164		08/08/2024	ONSITE PLAN CHECK SERVICES			\$2,640.00		
	RI 24034647		08/01/2024	PLAN CHECK SERVICES FOR BP#23-1169			\$420.00		
	RI 24034646		08/01/2024	PLAN CHECK SERVICES FOR BP#24-0189			\$1,086.00		
	RI 24031207		07/26/2024	PLAN CHECK SERVICES FOR BP#22-0136			\$560.00		
	RI 24031206		07/26/2024	PLAN CHECK SERVICES FOR MP 1 ATRIUM FIRE SPRINKLERS			\$385.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	RI 24031205		07/26/2024		PLAN CHECK SERVICES FOR MP 2 ATRIUM FIRE SPRINKLERS		\$385.00		
	RI 24031204		07/26/2024		PLAN CHECK SERVICES FOR MP 3 ATRIUM FIRE SPRINKLERS		\$385.00		
	RI 24031203		07/26/2024		PLAN CHECK SERVICES FOR MP 3X ATRIUM FIRE SPRINKLERS		\$385.00		
	RI 24031202		07/26/2024		PLAN CHECK SERVICES FOR MP 4 ATRIUM FIRE SPRINKLERS		\$385.00		
	RI 24031201		07/26/2024		PLAN CHECK SERVICES FOR MP 5 ATRIUM		\$2,471.00		
	RI 24031200		07/26/2024		PLAN CHECK SERVICES FOR BP#24-0649		\$1,610.00		
	RI 24031199		07/26/2024		PLAN CHECK SERVICES FOR MP 1 ATRIUM		\$2,730.00		
	RI 24031198		07/26/2024		PLAN CHECK SERVICES FOR MP 2 ATRIUM		\$2,940.00		
	RI 24031197		07/26/2024		PLAN CHECK SERVICES FOR MP 3 ATRIUM		\$2,940.00		
	RI 24031196		07/26/2024		PLAN CHECK SERVICES FOR MP 3X ATRIUM		\$3,307.50		
	RI 24031195		07/26/2024		PLAN CHECK SERVICES FOR MP 4 ATRIUM		\$3,538.50		
	RI 24031194		07/26/2024		PLAN CHECK SERVICES FOR BP#24-0546		\$3,500.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$79,126.75		
145295	10/03/2024	Open			Accounts Payable	CAROLLO ENGINEERS	\$11,320.50		
	Invoice		Date		Description		Amount		
	FB56020		09/12/2024		123 TCP Groundwater Plume Study		\$11,320.50		
	Paying Fund				Cash Account		Amount		
	422 - Well Remediation				422.11000 (Cash)		\$11,320.50		
145296	10/03/2024	Open			Accounts Payable	Chemtrade Chemicals Corp DBA Chemtrade Chemicals	\$3,792.79		
	Invoice		Date		Description		Amount		
	90154306		09/24/2024		SRWA SUPPLY AND DELIVERY OF Aluminum Sulfate 9.24.24		\$3,792.79		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$3,792.79		
145297	10/03/2024	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$7,233.00		
	Invoice		Date		Description		Amount		
	MP-8-24		08/31/2024		MONTHLY PEST CONTROL SERVICES - AUG 2024		\$1,785.00		
	MW-8-24		08/31/2024		MONTHLY WEED CONTROL SERVICES - AUG 2024		\$3,873.00		
	QW-7-24		07/31/2024		QTRLY WEED CONTROL SERVICES JUL-SEPT 2024		\$1,575.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$430.00		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$303.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$5,350.00		
	416 - Recycled Water Sales				416.11000 (Cash)		\$75.00		
	420 - WATER				420.11000 (Cash)		\$870.00		
	426 - Transit				426.11000 (Cash)		\$60.00		
	505 - Fleet				505.11000 (Cash)		\$145.00		
145298	10/03/2024	Open			Accounts Payable	CONDOR EARTH TECH INC	\$583.25		
	Invoice		Date		Description		Amount		
	90906		06/30/2024		ENVIRONMENTAL COMPLIANCE ASSISTANCE		\$583.25		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$583.25		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145299	10/03/2024	Open			Accounts Payable	DOWNTOWN FORD SALES INC	\$171,407.22		
	Invoice		Date	Description		Amount			
	9422		09/17/2024	TRA24-1080EE 2023 Ford F350 Transit Fleet Support Vehicle		\$57,135.74			
	9419		09/17/2024	CL24-881 2023 FORD F350 REGULAR CAB CHASSIS 4X2 60"CA		\$57,135.74			
	9425		09/17/2024	WT24-897 2023 FORD F350 REGULAR CAB CHASSIS 4X2 60"CA		\$57,135.74			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$57,135.74			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)		\$114,271.48			
145300	10/03/2024	Open			Accounts Payable	DYETT & BHATIA URBAN	\$13,435.00		
	Invoice		Date	Description		Amount			
	21-580-23		06/30/2024	PROFESSIONAL SERVICES FOR JUNE 2024		\$13,435.00			
	Paying Fund			Cash Account		Amount			
	271 - Development Services Grants			271.11000 (Cash)		\$13,435.00			
145301	10/03/2024	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$654.85		
	Invoice		Date	Description		Amount			
	S6255074.001		09/18/2024	TOOL REPLACEMENT FOR TRUCK 627		\$107.47			
	S6251787.001		09/16/2024	LIGHTS FOR CRANE PARK TENNIS COURT		\$547.38			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$547.38			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$107.47			
145302	10/03/2024	Open			Accounts Payable	EDWARDS, TROY J	\$3,654.00		
	Invoice		Date	Description		Amount			
	Fall 2024		09/25/2024	Fall 2024 Self-Defense August		\$3,654.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,654.00			
145303	10/03/2024	Open			Accounts Payable	EMPIRE PRINTING, LLC	\$1,169.76		
	Invoice		Date	Description		Amount			
	56460-MU		08/20/2024	Summer Softball Champ Shirts		\$1,169.76			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,169.76			
145304	10/03/2024	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC	\$742.00		
	Invoice		Date	Description		Amount			
	29181		08/31/2024	CAR WASH SERVICES - AUGUST 2024		\$742.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$675.50			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$7.00			
	255 - CDBG			255.11000 (Cash)		\$7.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$38.50			
	420 - WATER			420.11000 (Cash)		\$7.00			
	450 - SRWA - Operations			450.11000 (Cash)		\$3.50			
	501 - Information Technology			501.11000 (Cash)		\$3.50			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145305	10/03/2024	Open			Accounts Payable	FASTENAL COMPANY INC	\$107.77		
	Invoice		Date	Description		Amount			
	CATUR193943		09/10/2024	ALL THREAD FOR RAS VALVES AND CHECK VALVES		\$105.81			
	CATUR193847		09/03/2024	CLARIFIER #4		\$1.96			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$107.77			
145306	10/03/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$160.06		
	Invoice		Date	Description		Amount			
	8-633-31113		09/27/2024	SHIPPING CHARGES FOR 9/27/24		\$160.06			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$160.06			
145307	10/03/2024	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$840.56		
	Invoice		Date	Description		Amount			
	5514247		09/19/2024	LAB SUPPLIES		\$671.87			
	5514248		09/19/2024	LAB SUPPLIES		\$168.69			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$840.56			
145308	10/03/2024	Open			Accounts Payable	FRESNO TRUCK CENTER DBA KEYES TRUCK CENTER	\$200.28		
	Invoice		Date	Description		Amount			
	F014095743:01		09/20/2024	LIGHT AND LENSE		\$35.72			
	F014096483:01		09/24/2024	014F/A06-40578-000 LAMP-MARKERLEDM2		\$164.56			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$35.72			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$164.56			
145309	10/03/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$3,901.90		
	Invoice		Date	Description		Amount			
	K4I1603		09/16/2024	WEEKLY WASTEWATER SAMPLING - AMMONIA		\$40.70			
	K4I0904		09/09/2024	WEEKLY WASTEWATER SAMPLING - AMMONIA		\$40.70			
	K4I1604		09/16/2024	DRINKING WATER WELL ANALYS - 123-TCP		\$328.00			
	K4I1803		09/18/2024	DRINKING WATER WELL ANALYSIS - 123 TCP		\$496.00			
	K4I1903		09/19/2024	BIMONTHLY WASTEWATER ANALYSIS - NITRATE + NITRITE AS N		\$66.00			
	K4I1017		09/10/2024	SLUDGE		\$165.00			
	K4I0903		09/09/2024	MONTHLY LABORATORY DILUTION WATER		\$44.00			
	K4I1805		09/18/2024	DOWNTOWN PCE REMEDIATION PROJECT		\$1,494.00			
	K4I1106		09/11/2024	CORROSION CONTROL WQP MON. - SITES		\$619.50			
	K4I1107		09/11/2024	CORROSION CONRTROL WQP MON. - TERMINAL TANK PUMP STATION		\$64.00			
	K4I1609		09/16/2024	SRWA LABORATORY ANALYSIS SERVICES 9.16.24		\$45.00			
	K4I1709		09/17/2024	SRWA LABORATORY ANALYSIS SERVICES 9.17.24		\$45.00			
	K4I1811		09/18/2024	SRWA LABORATORY ANALYSIS SERVICES 9.18.24		\$229.00			
	K4I1905		09/19/2024	SRWA LABORATORY ANALYSIS SERVICES 9.19.24		\$180.00			
	K4I2304		09/23/2024	SRWA LABORATORY ANALYSIS SERVICES 9.23.24		\$45.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$312.40			
	420 - WATER			420.11000 (Cash)		\$3,045.50			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145310	950 - SRWA - JPA			950.11000 (Cash)			\$544.00		
	10/03/2024	Open			Accounts Payable	GILLIG LLC	\$2,852.32		
	Invoice		Date	Description		Amount			
	41222361		09/23/2024	82-59990-000N 3 EA KIT, BRAKE PAD EX225		\$974.40			
	41223411		09/25/2024	82-59990-000N 2 EA KIT, BRAKE PAD EX225		\$649.61			
	41224445		09/27/2024	82-65996-055 1 EA PRESSURE REGULATOR, 3600 PSI, 125 P		\$1,228.31			
	Paying Fund			Cash Account		Amount			
145311	426 - Transit			426.11000 (Cash)			\$2,852.32		
	10/03/2024	Open			Accounts Payable	GRADY COMPANY INC, KEN	\$2,145.05		
	Invoice		Date	Description		Amount			
	6036		09/03/2024	SUPPLIES		\$2,145.05			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,145.05		
	10/03/2024	Open			Accounts Payable	GRAINGER INC, W W	\$4,109.14		
145312	Invoice		Date	Description		Amount			
	9244144797		09/10/2024	IN PLANT DRAIN		\$48.67			
	9250695286		09/16/2024	FLOATOR CHAIN FOR STAR WHEEL DRIVE		\$348.21			
	9251945987		09/17/2024	WQC SUPPLIES		\$173.91			
	9258660191		09/23/2024	INPLANT DRAIN PUMP STATION - ELECTRIC CHAIN HOIST		\$3,320.97			
	9251945995		09/17/2024	SRWA Supplies - Rod Soil Probe		\$132.54			
	9259425339		09/24/2024	SRWA Supplies - Banjo Couplings		\$84.84			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,717.85		
	420 - WATER			420.11000 (Cash)			\$173.91		
	450 - SRWA - Operations			450.11000 (Cash)			\$217.38		
	10/03/2024	Open			Accounts Payable	HACH COMPANY	\$203.02		
	Invoice		Date	Description		Amount			
145313	14195594		09/20/2024	SRWA Supplies - Ozone Ampules		\$203.02			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)			\$203.02		
	10/03/2024	Open			Accounts Payable	HAJOCA CORPORATION	\$392.08		
145314	Invoice		Date	Description		Amount			
	S013988256.001		09/09/2024	SUPPLIES		\$392.08			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$392.08		
145315	10/03/2024	Open			Accounts Payable	HCI SYSTEMS INC	\$1,541.00		
	Invoice		Date	Description		Amount			
	I0090014		09/17/2024	SRWA Quarterly Fire Sprinkler Inspection Admin Building		\$611.00			
	I0090015		09/17/2024	SRWA Quarterly Fire Sprinkler Inspection Chemical Building		\$465.00			
	I0090016		09/17/2024	SRWA Quarterly Fire Sprinkler Inspection Maint Building		\$465.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)			\$1,541.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145316	10/03/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$738.54		
	Invoice		Date	Description		Amount			
	INV00487321		09/18/2024	SRWA supplies - Turbidity Standards		\$738.54			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$738.54			
145317	10/03/2024	Open			Accounts Payable	HI-VAC CORPORATION	\$310.37		
	Invoice		Date	Description		Amount			
	343762		09/26/2024	300000353 HOSE,RUBBER,4"ID,25"LONG U4607- 0235 CLAMP,HOSE,T-BOLT,		\$310.37			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$310.37			
145318	10/03/2024	Open			Accounts Payable	HILMAR LUMBER INC	\$1,412.02		
	Invoice		Date	Description		Amount			
	686265		09/17/2024	WQC SUPPLIES		\$868.80			
	686808		09/20/2024	WQC SUPPLIES		\$543.22			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,412.02			
145319	10/03/2024	Open			Accounts Payable	JM SQUARED	\$314.66		
	Invoice		Date	Description		Amount			
	I24-7892		08/29/2024	SUPPLIES		\$314.66			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$314.66			
145320	10/03/2024	Open			Accounts Payable	JORGENSEN & CO INC	\$96.00		
	Invoice		Date	Description		Amount			
	6148806		08/27/2024	WATER DEPT-ANNUAL FIRE EXT. MAINT (12) QTY		\$96.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$96.00			
145321	10/03/2024	Open			Accounts Payable	Life-Assist, Inc	\$206.07		
	Invoice		Date	Description		Amount			
	1508479		09/10/2024	NASOPHARYNGEAL		\$11.95			
	1510796		09/17/2024	FERNO TRAMA BAG		\$194.12			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$206.07			
145322	10/03/2024	Open			Accounts Payable	LINDSAY CORPORATION DBA ELECSYS INTERNATIONAL, LLC	\$70.00		
	Invoice		Date	Description		Amount			
	SIP-E202665		09/20/2024	SEPTEMBER 2024 SAT DATA SERVICES		\$70.00			
	Paying Fund			Cash Account		Amount			
	416 - Recycled Water Sales			416.11000 (Cash)		\$70.00			
145323	10/03/2024	Open			Accounts Payable	McNish Corporation dba Walker Process Equipment	\$813.45		
	Invoice		Date	Description		Amount			
	INV026467		08/27/2024	SEAL CLIPS		\$813.45			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$813.45			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145324	10/03/2024	Open			Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	\$731.04		
	Invoice		Date	Description		Amount			
	IN2119958		09/17/2024	SCBA FLOW TEST		\$731.04			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$731.04			
145325	10/03/2024	Open			Accounts Payable	NBS GOVERNMENT FINANCE GROUP	\$9,200.00		
	Invoice		Date	Description		Amount			
	202408-2925		08/29/2024	Development of Sewer Capacity Charges through August 21, 2024		\$9,200.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$9,200.00			
145326	10/03/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$1,710.62		
	Invoice		Date	Description		Amount			
	8577-432218		09/20/2024	BRAKE CLEANER		\$235.63			
	8577-432231		09/20/2024	BRAKE PADS		\$45.88			
	8577-432261		09/20/2024	RUBBER TIP BLOWGUN		\$17.18			
	8577-432262		09/20/2024	RUBBER TIP BLOWGUN		\$17.18			
	8577-432288		09/20/2024	HEADLIGHT ASSEMBLIES		\$115.37			
	8577-432320		09/23/2024	FILTERS		\$269.72			
	8577-432321		09/23/2024	45812 CLR/MKR LAMP		\$4.61			
	8577-432326		09/23/2024	71432 Triangle Warning Kit		\$27.69			
	8577-432370		09/23/2024	SERP BELT-POLY RIB		\$24.38			
	8577-432397		09/23/2024	Semi Loaded Disc Brake Caliper with Bracket		\$260.24			
	8577-432411		09/24/2024	ROTORS AND PADS		\$175.07			
	8577-432432		09/24/2024	71432 Triangle Warning Kit		\$27.69			
	8577-432435		09/24/2024	ROTORS AND PADS		\$182.13			
	8577-432438		09/24/2024	BATTERY-Credit for Orig 420250		(\$23.90)			
	8577-432439		09/24/2024	BRAKE CALIPER-Credit for Orig 432397		(\$260.24)			
	8577-432496		09/25/2024	TOW 21581 RECEIVER PIN		\$36.06			
	8577-432517		09/25/2024	FILTERS		\$73.76			
	8577-432571		09/26/2024	ROTORS AND PADS		\$386.47			
	8577-432583		09/26/2024	A/C ORIFICE TUBE AC CLUTCH CYCLE		\$16.22			
	8577-432611		09/26/2024	A/C ACCUMULATOR		\$41.54			
	8577-432521		09/25/2024	SIGHT GLASS		\$54.09			
	8577-432641		09/26/2024	ROTORS AND SEALS-Credit for Orig 432571		(\$237.52)			
	8577-432642		09/26/2024	PRESSURE SENSOR-Credit for Orig 432583		(\$13.46)			
	8577-432721		09/27/2024	A/C New; w/ Clutch; w/ FS10 Compressor		\$234.83			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$794.97			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$103.22			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$365.72			
	420 - WATER			420.11000 (Cash)		\$61.75			
	426 - Transit			426.11000 (Cash)		\$367.78			
	505 - Fleet			505.11000 (Cash)		\$17.18			
145327	10/03/2024	Open			Accounts Payable	NITRO SOFTWARE, INC	\$8,226.88		
	Invoice		Date	Description		Amount			
	25542		08/21/2024	Nitro Pro Business Renewal 8/28/24 - 8/27/25		\$8,226.88			

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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		
	110 - General Fund			110.11000 (Cash)			\$4,813.60		
	255 - CDBG			255.11000 (Cash)			\$262.56		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$656.40		
	420 - WATER			420.11000 (Cash)			\$656.40		
	426 - Transit			426.11000 (Cash)			\$437.60		
	450 - SRWA - Operations			450.11000 (Cash)			\$175.04		
	501 - Information Technology			501.11000 (Cash)			\$875.20		
	505 - Fleet			505.11000 (Cash)			\$350.08		
145328	10/03/2024	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$8,234.00		
	Invoice			Date	Description		Amount		
	1240901619		08/24/2024		SR07, 19-51 Columbia Pool Improvements Constr		\$1,478.00		
					Surveying-8/24/24				
	1240901616		08/24/2024		SR07, 19-51 Columbia Pool Improvements Constr		\$2,548.50		
					Surveying-8/24/24				
	1240902424		09/25/2024		SR012, 23-042 Montana Park Phase 2 Improv-Task		\$4,207.50		
					1&3-8/24/24				
	Paying Fund			Cash Account			Amount		
	269 - Parks & Public Facilities Grants			269.11000 (Cash)			\$4,207.50		
	301 - Capital Improvements			301.11000 (Cash)			\$4,026.50		
145329	10/03/2024	Open			Accounts Payable	ON THE SPOT DESIGN	\$81.47		
	Invoice			Date	Description		Amount		
	3902		09/26/2024		City of Turlock Logo: Digital Print on magnetic 13.5" x 18"		\$81.47		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$81.47		
145330	10/03/2024	Open			Accounts Payable	Operational Technical Services, LLC	\$11,508.00		
	Invoice			Date	Description		Amount		
	4450		09/11/2024		SRWA - Senior Operator MC 9.09.24 - 9.11.24		\$4,110.00		
	4466		09/22/2024		SRWA - Senior Operator MC 9.18.24 - 9.22.24		\$7,398.00		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$11,508.00		
145331	10/03/2024	Open			Accounts Payable	OREILLY AUTO PARTS	\$424.25		
	Invoice			Date	Description		Amount		
	2800-472502		09/26/2024		rotors and seals		\$286.23		
	2800-472590		09/26/2024		MRY 36485 PRESS SWITCH		\$31.29		
	2800-472898		09/27/2024		headlights		\$106.73		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$286.23		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$31.29		
	426 - Transit			426.11000 (Cash)			\$106.73		
145332	10/03/2024	Open			Accounts Payable	P G & E	\$8.65		
	Invoice			Date	Description		Amount		
	REC 9/24/24		09/24/2024		2749172768-4 / 144 S Broadway		\$8.65		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$8.65		

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145333	10/03/2024	Open			Accounts Payable	PAXXO USA INC	\$2,475.46		
	Invoice		Date	Description		Amount			
	F24-236		09/11/2024	LONGOPAC CASSETTE MAXI STR TRA 90M #10220		\$2,475.46			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,475.46			
145334	10/03/2024	Open			Accounts Payable	Petrulakis Law & Advocacy, APC	\$24,741.03		
	Invoice		Date	Description		Amount			
	2889		03/31/2024	Legal Services - Cannabis - Evergreen 3-31-24		\$480.00			
	2890		03/31/2024	Legal Services - General Municipal 3-31-24		\$15,699.50			
	2878		08/31/2024	Legal Services - CC Meetings		\$1,800.00			
	2879		09/26/2024	City Attorney Council Meetings 9-26-24		\$1,770.00			
	2880		09/26/2024	Subcontracted Legal Counsel 9-26-24		\$4,991.53			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$24,741.03			
145335	10/03/2024	Open			Accounts Payable	Platt Electric Supply	\$301.12		
	Invoice		Date	Description		Amount			
	5N59830		09/18/2024	IN PLANT DRAIN BUILDING		\$246.86			
	5N55049		09/16/2024	IN PLANT DRAIN BUILDING		\$17.76			
	5N62232		09/18/2024	IN PLANT DRAIN BUILDING		\$36.50			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$301.12			
145336	10/03/2024	Open			Accounts Payable	POLYDYNE INC	\$4,879.14		
	Invoice		Date	Description		Amount			
	1864315		09/04/2024	Cationic Emulsion Polymer		\$4,879.14			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,879.14			
145337	10/03/2024	Open			Accounts Payable	PRICE FORD OF TURLOCK INC	\$230.00		
	Invoice		Date	Description		Amount			
	98089		09/20/2024	POL11-1294 PROGRAM CLUSTER		\$230.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$230.00			
145338	10/03/2024	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$63,697.65		
	Invoice		Date	Description		Amount			
	113182		08/31/2024	23-032 Engineering Design Services Task Order 1- 8/31/24		\$12,967.49			
	113183		08/31/2024	23-068 Design Services for Roads CIP Task Order 2- 8/31/24		\$50,730.16			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$63,697.65			
145339	10/03/2024	Open			Accounts Payable	REED INC, GEORGE	\$452,385.06		
	Invoice		Date	Description		Amount			
	PP2/CP 23-033		08/20/2024	23-033 City of Turlock Roads Program		\$452,385.06			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$452,385.06			

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145340	10/03/2024	Open			Accounts Payable	Richard D. Jones, APLC dba Jones Mayer	\$675.00		
	Invoice		Date		Description	Amount			
	124808		08/31/2024		Special Counsel Legal Services - 8-31-24	\$675.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$675.00			
145341	10/03/2024	Open			Accounts Payable	Ricoh USA, Inc.	\$131.79		
	Invoice		Date		Description	Amount			
	5070156393		09/18/2024		SRWA - Copy/Printer Machine Maint September 2024	\$131.79			
	Paying Fund				Cash Account	Amount			
	950 - SRWA - JPA				950.11000 (Cash)	\$131.79			
145342	10/03/2024	Open			Accounts Payable	ROBERTSON - BRYAN INC	\$11,265.75		
	Invoice		Date		Description	Amount			
	16382.4.2		08/05/2024		NPDES PERMIT COMPLIANCE SERVICES THROUGH 7.15.24	\$752.50			
	16382.2		08/05/2024		NPDES PERMIT COMPLIANCE SERVICES THROUGH 7.15.24	\$915.25			
	16447.1		08/31/2024		NPDES PERMIT COMPLIANCE SERVICES THROUGH 7.15.24	\$6,077.75			
	16447.2		08/31/2024		NPDES PERMIT COMPLIANCE SERVICES THROUGH 8.15.24	\$3,520.25			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$10,513.25			
	416 - Recycled Water Sales				416.11000 (Cash)	\$752.50			
145343	10/03/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$501.85		
	Invoice		Date		Description	Amount			
	3038857672		09/23/2024		GL3T18B955CB:FRD DISPLAY UNIT - FORD	\$501.85			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$501.85			
145344	10/03/2024	Open			Accounts Payable	SAN JOAQUIN VALLEY	\$3,002.54		
	Invoice		Date		Description	Amount			
	N164324		09/23/2024		FACILITY ID# N10043 Prorated PTO	\$3,002.54			
	Paying Fund				Cash Account	Amount			
	950 - SRWA - JPA				950.11000 (Cash)	\$3,002.54			
145345	10/03/2024	Open			Accounts Payable	Sandis Civil Engineers Surveyors Planners	\$15,549.25		
	Invoice		Date		Description	Amount			
	2408298		08/31/2024		22-035 Intersection Improv Countryside Dr & Bus Entrance-8/31/24	\$15,549.25			
	Paying Fund				Cash Account	Amount			
	215 - Streets - Grant Funded Projects				215.11000 (Cash)	\$15,549.25			
145346	10/03/2024	Open			Accounts Payable	SEEGERS PRINTING INC	\$65.18		
	Invoice		Date		Description	Amount			
	0144357-IN		09/13/2024		Business Cards Housing- M.LUJAN	\$65.18			
	Paying Fund				Cash Account	Amount			
	255 - CDBG				255.11000 (Cash)	\$65.18			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145347	10/03/2024	Open			Accounts Payable	SIEMENS INDUSTRY INC	\$4,258.10		
	Invoice		Date	Description		Amount			
	5671017517		09/12/2024	FLOW METER		\$4,258.10			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,258.10			
145348	10/03/2024	Open			Accounts Payable	SOUTHERN TIRE MART	\$428.63		
	Invoice		Date	Description		Amount			
	7320013880		09/26/2024	7021 TIRE SWAP		\$428.63			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$428.63			
145349	10/03/2024	Open			Accounts Payable	STANISLAUS CO ENV RES	\$335.50		
	Invoice		Date	Description		Amount			
	470396-B		10/03/2024	SRWA - CUPA Environmental Permitting Start Up		\$335.50			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$335.50			
145350	10/03/2024	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$140.00		
	Invoice		Date	Description		Amount			
	AMALDONADO D1		09/25/2024	D1 CERTIFICATION REQUEST - AARON MALDONADO		\$70.00			
	MLUGO - D1		09/25/2024	D1 CERTIFICATION REQUEST - MATTHEW LUGO		\$70.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$140.00			
145351	10/03/2024	Open			Accounts Payable	STERICYCLE INC	\$110.24		
	Invoice		Date	Description		Amount			
	8008173001		08/25/2024	ST#1 - STERI-SAFE MONTHLY TREATMENT		\$27.56			
	8008172995		08/25/2024	ST#4 - STERI-SAFE MONTHLY TREATMENT		\$27.56			
	8008172999		08/25/2024	ST#3 - STERI-SAFE MONTHLY TREATMENT		\$27.56			
	8008172997		08/25/2024	ST#2 - STERI-SAFE MONTHLY TREATMENT		\$27.56			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$110.24			
145352	10/03/2024	Open			Accounts Payable	STOMMEL INC DBA LEHR	\$1,027.67		
	Invoice		Date	Description		Amount			
	SI108031		08/21/2024	TA2230F Whelen, 6-Light 30" 2250 T/A Flat		\$758.63			
	SI106957		07/30/2024	EV-7001 Patrol Power Timer		\$269.04			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,027.67			
145353	10/03/2024	Open			Accounts Payable	T I D	\$59,705.08		
	Invoice		Date	Description		Amount			
	091124 1205 Lamb		09/11/2024	Acct# 7496040291 1205 Lambert Way #4		\$157.43			
	090924 573 Birch		09/09/2024	Acct#0826525611 573 Birchwood Way		\$23.86			
	090924 2065 Cody		09/09/2024	Acct#0978821449 for 2065 Cody Ct.		\$23.19			
	09162024 1205 La		09/16/2024	Acct#7496040291 1205 Lambert Way #3		\$175.98			
	09092024 570 Jas		09/09/2024	Acct#6279743328 570 Jason Drive		\$22.80			
	624170 - Sept 24		09/11/2024	ACC#6241700000 - September 2024		\$59,301.82			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$403.26			
	950 - SRWA - JPA			950.11000 (Cash)		\$59,301.82			

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145354	10/03/2024	Open			Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$855.76		
	Invoice		Date	Description		Amount			
	2024250105273		09/06/2024	SODIUM BISULFITE		\$855.76			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$855.76			
145355	10/03/2024	Open			Accounts Payable	TOTLCOM - VOICE & DATA SYSTEMS	\$19,992.00		
	Invoice		Date	Description		Amount			
	327486		08/15/2024	Mitel Phone System Support Renewal 9/29/24 - 9/28/25		\$19,992.00			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$19,992.00			
145356	10/03/2024	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$22,859.50		
	Invoice		Date	Description		Amount			
	08-2024		08/31/2024	August Street Sweeping		\$22,859.50			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$2,743.14			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$20,116.36			
145357	10/03/2024	Open			Accounts Payable	UNITED PAVEMENT MAINTENANCE, INC.	\$411,458.77		
	Invoice		Date	Description		Amount			
	PP1/CP23-040		07/30/2024	23-040 Water Line Replacement 2024 Roads Program Constr-8/30/24		\$411,458.77			
	Paying Fund			Cash Account		Amount			
	414 - Sewer Line/Trunk Construction			414.11000 (Cash)		\$41,145.87			
	420 - WATER			420.11000 (Cash)		\$370,312.90			
145358	10/03/2024	Open			Accounts Payable	UNITED RENTAL INC	\$1,726.00		
	Invoice		Date	Description		Amount			
	229163882-009		09/10/2024	SRWA - Equipment rental Skid Steer Loader 8.26.24 - 9.23.24		\$1,726.00			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$1,726.00			
145359	10/03/2024	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$81,070.99		
	Invoice		Date	Description		Amount			
	52295294		07/30/2024	WELL 31		\$353.03			
	52290464		07/09/2024	WELL 37		\$1,041.44			
	52378588		08/30/2024	WELL 37		\$882.58			
	52410219		09/03/2024	SODIUM HYPOCHLORITE		\$16,974.17			
	52417577		09/13/2024	SODIUM HYPOCHLORITE		\$7,009.82			
	52425214		09/17/2024	SODIUM HYPOCHLORITE		\$16,540.30			
	52324483		08/09/2024	SODIUM HYPOCHLORITE		\$16,439.68			
	52436330		09/20/2024	SODIUM HYPOCHLORITE		\$15,928.85			
	52444031		09/23/2024	SRWA Supply & Del. Of Sodium Hydroxide 9.23.24		\$5,901.12			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$72,892.82			
	420 - WATER			420.11000 (Cash)		\$2,277.05			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145360	450 - SRWA - Operations			450.11000 (Cash)			\$5,901.12		
	10/03/2024	Open			Accounts Payable	VERIZON WIRELESS	\$2,445.13		
	Invoice		Date	Description		Amount			
	9973042389		09/03/2024	FIRE - AUG 04 - SEP 03, 2024		\$228.06			
	9973042397		09/26/2024	TRANSIT 00033 AUGUST - SEPTEMBER 2024		\$298.44			
	9973042390		09/26/2024	ENGINEERING - 00023 AUGUST - SEPTEMBER 2024		\$627.81			
	9973042398		09/26/2024	MAINTENANCE 0036 AUGUST - SEPTEMBER 2024		\$846.18			
	9973042400		09/03/2024	972530635-00038 -SRWA Surface Pros(8.04.24 - 9.03.24)		\$444.64			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$931.89			
	205 - Sports Facilities			205.11000 (Cash)		\$38.01			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$190.05			
	246 - Landscape Assessment			246.11000 (Cash)		\$456.12			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$38.01			
	426 - Transit			426.11000 (Cash)		\$298.44			
145361	450 - SRWA - Operations			450.11000 (Cash)			\$444.64		
	505 - Fleet			505.11000 (Cash)			\$47.97		
	10/03/2024	Open			Accounts Payable	VWR INTERNATIONAL INC	\$216.63		
	Invoice		Date	Description		Amount			
	8817141225		09/19/2024	LAB SUPPLIES		\$116.10			
	8817098937		09/13/2024	LAB SUPPLIES		\$100.53			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$216.63			
	10/03/2024	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$1,284.00		
	Invoice		Date	Description		Amount			
145362	00339.14-1		08/15/2024	NPDES Permit Compliance Services through 7/31/24		\$1,284.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,284.00			
	10/03/2024	Open			Accounts Payable	WECO INDUSTRIES INC	\$1,177.33		
	Invoice		Date	Description		Amount			
145363	0054351-IN		09/23/2024	FRO-103-2-50GENERAL PURPOSE HEAVY DUTY EXTREME PRESSURE GREASE W FILTERS		\$970.22			
	0054370-IN		09/25/2024			\$207.11			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,177.33			
	10/03/2024	Open			Accounts Payable	WGR SOUTHWEST, INC	\$65.50		
	Invoice		Date	Description		Amount			
145364	30625		09/20/2024	Responded email #10C MS4 permit requirements		\$65.50			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$65.50			
	10/03/2024	Open			Accounts Payable	WILLDAN FINANCIAL SVCS	\$3,250.00		
145365	Invoice		Date	Description		Amount			
	010-59681		09/12/2024	CFD Formation Services through 8/23/24		\$3,250.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,250.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145366	10/03/2024	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	\$2,016.08		
	Invoice		Date	Description		Amount			
	S2216073.001		09/19/2024	ELECTRICAL SUPPLIES FOR MUNICIPAL		\$1,999.70			
	S2215203.001		09/04/2024	SERVICES DEPARTMENT					
				SERVICE CHARGE		\$16.38			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,016.08			
145367	10/03/2024	Open			Accounts Payable	ALLISON, GAVIN	\$150.00		
	Invoice		Date	Description		Amount			
	TR 5037 PER DIEM		10/02/2024	SIMMUNITION SCENARIO & SAFETY CERT., 10/7/24		\$150.00			
				-10/9/24, SAN DIEGO					
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$150.00			
145368	10/03/2024	Open			Accounts Payable	AMERICAN RIVER COLLEGE , C/O SRPSTC	\$134.00		
	Invoice		Date	Description		Amount			
	TR 5034 TUITION		10/02/2024	BASIC TRAFFIC COLL., 10/6/24-10/11/24,		\$134.00			
				MCCLELLAN-KAUFFMAN					
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$134.00			
145369	10/03/2024	Open			Accounts Payable	AMERICAN RIVER COLLEGE , C/O SRPSTC	\$134.00		
	Invoice		Date	Description		Amount			
	TR 5034 TUITION		10/02/2024	BASIC TRAFFIC COLL., 10/6/24-10/11/24,		\$134.00			
				MCCLELLAN-MARQUEZ					
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$134.00			
145370	10/03/2024	Open			Accounts Payable	BRAYSON, NIKOLE	\$100.00		
	Invoice		Date	Description		Amount			
	R24-006820		09/26/2024	A/C REFUND		\$100.00			
	Paying Fund			Cash Account		Amount			
	203 - Animal Fee Forfeiture			203.11000 (Cash)		\$100.00			
145371	10/03/2024	Open			Accounts Payable	CONSULT 2 BUILD	\$50.00		
	Invoice		Date	Description		Amount			
	2025-00000014		09/27/2024	MB REFUND		\$50.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$50.00			
145372	10/03/2024	Open			Accounts Payable	FERREIRA, DUSTIN	\$150.00		
	Invoice		Date	Description		Amount			
	TR 5037 PER DIEM		10/02/2024	SIMMUNITION SCENARIO & SAFETY CERT., 10/7/24		\$150.00			
				-10/9/24, SAN DIEGO					
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$150.00			
145373	10/03/2024	Open			Accounts Payable	FORTADO, RICHARD	\$320.00		
	Invoice		Date	Description		Amount			
	TR 5035 PER DIEM		09/26/2024	SUPERVISORY COURSE, 10/13/24 - 10/18/24,		\$320.00			
				MILPITAS - WK 1					
	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
145374	110 - General Fund			110.11000 (Cash)			\$320.00		
	10/03/2024	Open			Accounts Payable	FORTADO, RICHARD	\$320.00		
	Invoice		Date	Description			Amount		
	TR 5035 PER DIEM		09/26/2024	SUPERVISORY COURSE, 10/20/24 - 10/25/24, MILPITAS - WK 2			\$320.00		
145375	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$320.00		
	10/03/2024	Open			Accounts Payable	Francisco-Torres, Veronica	\$75.95		
	Invoice		Date	Description			Amount		
145376	TR4969 9/21/24		09/21/2024	IAAP Conference 9-2024, UBER			\$75.95		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$37.97		
	420 - WATER			420.11000 (Cash)			\$37.98		
145377	10/03/2024	Open			Accounts Payable	Francisco-Torres, Veronica	\$169.40		
	Invoice		Date	Description			Amount		
	TR4969 9/26/24		09/26/2024	IAAP Conference 9-2024, Taxi Ride			\$169.40		
	Paying Fund			Cash Account			Amount		
145378	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$84.70		
	420 - WATER			420.11000 (Cash)			\$84.70		
	10/03/2024	Open			Accounts Payable	HUFF, DAVID	\$495.89		
	Invoice		Date	Description			Amount		
145379	TR5024 PER DIEM		09/25/2024	2024 Wateruse CA Annual Conference, Garden Grove CA, 09/14-09/18			\$495.89		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$495.89		
	10/03/2024	Open			Accounts Payable	KAUFFMAN, PHILIP	\$320.00		
145380	Invoice		Date	Description			Amount		
	TR 5034 PER DIEM		10/02/2024	BASIC TRAFFIC COLL., 10/6/24-10/11/24, MCCLELLAN			\$320.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$320.00		
145381	10/03/2024	Open			Accounts Payable	MARQUEZ, MARTIN	\$320.00		
	Invoice		Date	Description			Amount		
	TR 5034 PER DIEM		10/02/2024	BASIC TRAFFIC COLL., 10/6/24-10/11/24, MCCLELLAN			\$320.00		
	Paying Fund			Cash Account			Amount		
145382	110 - General Fund			110.11000 (Cash)			\$320.00		
	10/03/2024	Open			Accounts Payable	SBRPSTC	\$1,977.00		
	Invoice		Date	Description			Amount		
	TR 5038 TUITION		09/26/2024	SUPERVISORY COURSE, 10/14/24-10/25/24, MILPITAS - KWALTHROP			\$1,977.00		
145383	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,977.00		
	10/03/2024	Open			Accounts Payable	Sims, Anthony	\$700.00		
	Invoice		Date	Description			Amount		
145384	FY24/25 Prof Dev		08/26/2024	Professional development - 24/25			\$700.00		
	Paying Fund			Cash Account			Amount		

# Payment Register

From Payment Date: 9/27/2024 - To Payment Date: 10/3/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	110 - General Fund			110.11000 (Cash)			\$700.00		
145382	10/03/2024	Open			Accounts Payable	TRIPLE J CONSTRUCTION	\$2,750.00		
	Invoice		Date	Description		Amount			
	EP24-113C		09/29/2024	EP 24-113C IMPROVEMENT SECURITY REFUND		\$2,750.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$2,750.00		
145383	10/03/2024	Open			Accounts Payable	TRIPLE J CONSTRUCTION	\$3,080.00		
	Invoice		Date	Description		Amount			
	EP24-099C		09/29/2024	EP 24-099C IMPROVEMENT SECURITY REFUND		\$3,080.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$3,080.00		
145384	10/03/2024	Open			Accounts Payable	WALTHROP, KATHERINE	\$320.00		
	Invoice		Date	Description		Amount			
	TR 5038 PER DIEM		09/26/2024	SUPERVISORY COURSE, 10/13/24 - 10/18/24, MILPITAS - WK 1		\$320.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$320.00		
145385	10/03/2024	Open			Accounts Payable	WALTHROP, KATHERINE	\$320.00		
	Invoice		Date	Description		Amount			
	TR 5038 PER DIEM		09/26/2024	SUPERVISORY COURSE, 10/20/24 - 10/25/24, MILPITAS - WK 2		\$320.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$320.00		

Type Check Totals:

AP - Accounts Payable Totals

106 Transactions

\$1,580,535.88

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	106	\$1,580,535.88	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	106	\$1,580,535.88	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	106	\$1,580,535.88	\$0.00

# Payment Register

From Payment Date: 9/27/2024 - To Payment Date: 10/3/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	106	\$1,580,535.88	\$0.00	
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	106	\$1,580,535.88	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	106	\$1,580,535.88	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	106	\$1,580,535.88	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	106	\$1,580,535.88	\$0.00

# Payment Register

From Payment Date: 10/4/2024 - To Payment Date: 10/10/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
145386	10/07/2024	Open			Utility Management Refund	AHLEM, DIANE	\$103.83		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		145939-008	MOVE-OUT CREDIT	10/07/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$103.83			
145387	10/07/2024	Open			Utility Management Refund	BRECHT, DEBORAH	\$145.12		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		888206-007	MOVE-OUT CREDIT	10/07/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$145.12			
145388	10/07/2024	Open			Utility Management Refund	DEJONG, FRED	\$320.04		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001337-003	MOVE-OUT CREDIT	10/07/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$320.04			
145389	10/07/2024	Open			Utility Management Refund	FIVE STAR PROPERTY MANAGEMENT	\$75.18		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		197661-012	MOVE-OUT CREDIT	10/07/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$75.18			
145390	10/07/2024	Open			Utility Management Refund	FLORSHEIM HOMES	\$26.84		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001628-001	MOVE-OUT CREDIT	10/07/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$26.84			
145391	10/07/2024	Open			Utility Management Refund	GENOVA, BETTY	\$172.83		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Commercial Metered		647780-008	CUST REQUEST	10/07/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$172.83			
145392	10/07/2024	Open			Utility Management Refund	JOBE, SANDRA	\$631.40		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		252360-001	CUST REQUEST	10/07/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$631.40			
145393	10/07/2024	Open			Utility Management Refund	LOMELI, JOSE MARTIN	\$438.18		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		103993-007	MOVE-OUT CREDIT	10/07/2024	Refund			

# Payment Register

From Payment Date: 10/4/2024 - To Payment Date: 10/10/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145394	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$81.09		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$144.15		
	420 - WATER			420.11000 (Cash)			\$212.94		
	10/07/2024	Open			Utility Management Refund	OCHOA, YOLANDA	\$434.53		
145395	Account Type			Account Number	Description	Transaction Date	Transaction Type		
	Single Family Res Metered			189820-005	MOVE-OUT CREDIT	10/07/2024	Refund		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$434.53		
	10/07/2024	Open			Utility Management Refund	SANDHU, DALJIT	\$123.01		
145396	Account Type			Account Number	Description	Transaction Date	Transaction Type		
	Single Family Res Metered			416517-007	MOVE-OUT CREDIT	10/07/2024	Refund		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$123.01		
	10/10/2024	Open			Accounts Payable	ABS DIRECT INC	\$752.59		
145397	Invoice			Date	Description		Amount		
	137082			09/20/2024	PRINT BUSINESS LICENSES 09-17-24		\$409.07		
	137221			09/30/2024	PRINT BUSINESS LICENSES 09-24-24		\$343.52		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$752.59		
145398	Invoice			Date	Description		Amount		
	INV3890			09/25/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$46.04		
	INV3905			09/27/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$640.78		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$686.82		
145399	Invoice			Date	Description		Amount		
	8789X09272024			09/19/2024	WIRELESS CHARGES FOR FIRE IPADS - SEPT 2024		\$292.37		
	X09272024			09/19/2024	POLICE AUG 20 - SEP 19 2024		\$2,568.45		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,860.82		
145400	Invoice			Date	Description		Amount		
	RELAY 10/1/24			10/01/2024	Acct# 248 134-2929 655 9/ California Relay Srvs TDD		\$4.30		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$4.30		
	10/10/2024	Open			Accounts Payable	B & V Commercial Cleaning, Inc	\$3,133.62		
145400	Invoice			Date	Description		Amount		
	3138			09/26/2024	SRWA - Janitorial Cleaning Service - Window Cleaning		\$746.00		
	3164			10/01/2024	SRWA - Janitorial Cleaning Service September 2024		\$2,387.62		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$3,133.62		

# Payment Register

From Payment Date: 10/4/2024 - To Payment Date: 10/10/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145401	10/10/2024	Open			Accounts Payable	BICSEC SECURITY INC	\$1,622.91		
	Invoice		Date	Description		Amount			
	220069		10/01/2024	TRANSIT CENTER MONITORING; 11/01 - 11/30/2024		\$186.25			
	220101		10/01/2024	CNG BLDG MONITORING; 11/01 - 11/30/2024		\$138.25			
	220104		10/01/2024	FIRE STATION MONITORING; 11/01 - 11/30/2024		\$121.25			
	220106		10/01/2024	TRANSIT CENTER; COMMERCIAL MONITORING; 11/01 - 11/30/2024		\$20.00			
	220108		10/01/2024	CHLORINE BLDG MONITORING; 11/1-11/30/2024		\$161.25			
	220109		10/01/2024	CITY HALL MONITORING; 11/01 - 11/30/2024		\$140.00			
	220110		10/01/2024	SWITCH GEAR MONITORING; 11/01 - 11/30/2024		\$120.00			
	220289		10/01/2024	ASSESSMENT BLDG MONITORING; 11/01- 11/30/2024		\$263.00			
	220688		10/01/2024	TRAINING FACILITY- MONITORING; 11/01 - 11/30/2024		\$20.00			
	220959		10/01/2024	PSF BLDG- MONITORING; 11/01-11/30/2024		\$186.66			
	220058		10/01/2024	SRWA BICSEC - SECURITY AND FIRE ALARM MONITORING November 2024		\$266.25			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$467.91			
	246 - Landscape Assessment			246.11000 (Cash)		\$263.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$281.25			
	426 - Transit			426.11000 (Cash)		\$344.50			
	950 - SRWA - JPA			950.11000 (Cash)		\$266.25			
145402	10/10/2024	Open			Accounts Payable	Biddle Consulting Group, Inc.	\$2,414.00		
	Invoice		Date	Description		Amount			
	79241		09/26/2024	CRITICAL LICENSE RENEWAL 10/22/24-10/21/25		\$2,414.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,414.00			
145403	10/10/2024	Open			Accounts Payable	BOVEE ENVIRON MGMT INC	\$625.00		
	Invoice		Date	Description		Amount			
	67910		09/12/2024	CP 24-010 Asbestos Survey-9/12/24		\$625.00			
	Paying Fund			Cash Account		Amount			
	240 - Small Equipment Replacement			240.11000 (Cash)		\$625.00			
145404	10/10/2024	Open			Accounts Payable	BSK & ASSOCIATES	\$1,407.25		
	Invoice		Date	Description		Amount			
	0107494		09/30/2024	19-51B Columbia Pool Improvements Construction- 9/30/24		\$1,407.25			
	Paying Fund			Cash Account		Amount			
	301 - Capital Improvements			301.11000 (Cash)		\$1,407.25			
145405	10/10/2024	Open			Accounts Payable	CAPITOL ELEVATOR CO., INC	\$8,127.00		
	Invoice		Date	Description		Amount			
	19838		08/27/2024	REPAIRS TO PSF ELEVATOR		\$8,127.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$8,127.00			
145406	10/10/2024	Open			Accounts Payable	CENTRAL SANITARY SUPPLY LLC dba BRADY INDUSTRIES	\$1,340.05		
	Invoice		Date	Description		Amount			
	9216926		09/06/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$828.10			
	9265305		09/20/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$707.82			

# Payment Register

From Payment Date: 10/4/2024 - To Payment Date: 10/10/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	9280438		09/25/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$53.09		
	9290850		09/27/2024		JANITORIAL PAPER & CLEANING SUPPLIES - CREDIT		(\$248.96)		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,340.05		
145407	10/10/2024	Open			Accounts Payable	CENTRAL VALLEY BUSINESS FORMS	\$1,108.70		
	Invoice		Date		Description		Amount		
	255354		09/24/2024		AP WHITE WINDOW ENVELOPES QTY:6000		\$1,108.70		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$369.56		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$369.57		
	420 - WATER				420.11000 (Cash)		\$369.57		
145408	10/10/2024	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$642.88		
	Invoice		Date		Description		Amount		
	4009733207		10/04/2024		SEPTEMBER 2024 PREMIUMS		\$642.88		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$642.88		
145409	10/10/2024	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$7.72		
	Invoice		Date		Description		Amount		
	5231933205		09/26/2024		First Aid Cabinet Supplies		\$7.72		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$7.72		
145410	10/10/2024	Open			Accounts Payable	CITY OF MODESTO	\$19,377.09		
	Invoice		Date		Description		Amount		
	150808		08/31/2024		FLEET MAINTENANCE AUG 2024		\$19,377.09		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$19,377.09		
145411	10/10/2024	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$2,690.00		
	Invoice		Date		Description		Amount		
	36047754		09/30/2024		SRWA Pest/Weed Control Services Monthly Pest September 2024		\$320.00		
	36140800		09/23/2024		SRWA Pest/Weed Control Services Monthly Weed September 2024		\$2,370.00		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$2,690.00		
145412	10/10/2024	Open			Accounts Payable	Clearview AI, Inc.	\$5,495.00		
	Invoice		Date		Description		Amount		
	2B410AC5-1271		08/29/2024		SUBSCRIPTION FOR FACIAL RECOGNITION 8/29/24-8/28/25		\$5,495.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$5,495.00		
145413	10/10/2024	Open			Accounts Payable	CURTIS & SONS INC, L N	\$3,858.17		
	Invoice		Date		Description		Amount		
	INV857317		08/21/2024		NEW ENGINE BRACKETS QUOTE#306442		\$3,858.17		
	Paying Fund				Cash Account		Amount		

City of Turlock

# Payment Register

From Payment Date: 10/4/2024 - To Payment Date: 10/10/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145414	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			\$3,858.17		
	10/10/2024	Open			Accounts Payable	DEPARTMENT OF MOTOR VEHICLES	\$27.00		
	Invoice		Date	Description		Amount			
	AD20-4776		10/06/2024	LICENSE PLATE REPLACEMENT FOR AD20-4776		\$27.00			
145415	246 - Landscape Assessment			246.11000 (Cash)			\$27.00		
	10/10/2024	Open			Accounts Payable	DF ENGINEERING INC	\$2,160.00		
	Invoice		Date	Description		Amount			
	24243		09/30/2024	22-001 Pre/Post Construction Corner Records Package 1-9/30/24		\$2,160.00			
145416	115 - Measure A - Roads			115.11000 (Cash)			\$2,160.00		
	10/10/2024	Open			Accounts Payable	DIVISION OF THE STATE ARCHITECT	\$671.22		
	Invoice		Date	Description		Amount			
	07/01/24-9/30/24		10/03/2024	3RD QTR 2024 DISABILITY ACCESS FEE		\$671.22			
145417	301 - Capital Improvements			301.11000 (Cash)			\$671.22		
	10/10/2024	Open			Accounts Payable	DOCUSCRIPT, LLC	\$818.42		
	Invoice		Date	Description		Amount			
	2693		10/01/2024	TRANSCRIPTION SERVICES FOR SEPTEMBER 2024		\$818.42			
145418	110 - General Fund			110.11000 (Cash)			\$818.42		
	10/10/2024	Open			Accounts Payable	ELK GROVE AUTO GROUP	\$437,075.70		
	Invoice		Date	Description		Amount			
	463900		09/23/2024	2024 DODGE DURANGO AWD 1 OUT OF 5		\$87,415.14			
145419	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			\$437,075.70		
	10/10/2024	Open			Accounts Payable	ENGINEERED FIRE SYST INC	\$1,312.50		
	Invoice		Date	Description		Amount			
	21797		09/30/2024	PLAN CHECKING SERVICE - SEPT 2024		\$1,312.50			
145420	110 - General Fund			110.11000 (Cash)			\$1,312.50		
	10/10/2024	Open			Accounts Payable	ENTERPRISE HOLDINGS LLC	\$2,159.13		
	Invoice		Date	Description		Amount			
	37089694		09/30/2024	SIU RENTAL FOR SEPTEMBER 2024		\$2,159.13			
145421	110 - General Fund			110.11000 (Cash)			\$2,159.13		
	10/10/2024	Open			Accounts Payable	FASTENAL COMPANY INC	\$476.93		
	Invoice		Date	Description		Amount			
	CATUR194141		09/25/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$476.93			

# Payment Register

From Payment Date: 10/4/2024 - To Payment Date: 10/10/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145422	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$476.93		
	10/10/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$89.02		
	Invoice		Date		Description		Amount		
	8-605-70121		08/30/2024		SHIPPING CHARGES FOR 8/30/24		\$50.10		
145423	8-641-29769		10/04/2024		SHIPPING CHARGES FOR 10/4/24		\$38.92		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$89.02		
	10/10/2024	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	\$10,584.00		
	Invoice		Date		Description		Amount		
145424	5454		10/01/2024		SRWA - Unarmed Security Services September 2024		\$10,248.00		
	5457		10/06/2024		Special Meetings - September 2024		\$336.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$336.00		
	950 - SRWA - JPA				950.11000 (Cash)		\$10,248.00		
145425	10/10/2024	Open			Accounts Payable	FRANCHISE TAX BOARD	\$1,878.36		
	Invoice		Date		Description		Amount		
	092824WILSON		10/04/2024		09282024 PAYROLL WITHHOLDING		\$1,878.36		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$1,878.36		
145426	10/10/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$1,025.10		
	Invoice		Date		Description		Amount		
	K4I0408		09/04/2024		SRWA LABORATORY ANALYSIS SERVICES 9.04.24		\$1,025.10		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$1,025.10		
145427	10/10/2024	Open			Accounts Payable	GILLIG LLC	\$2,029.05		
	Invoice		Date		Description		Amount		
	41225561		10/01/2024		82-59990-000N 2 EA KIT, BRAKE PAD EX225		\$649.61		
	41225560		10/01/2024		lights		\$217.92		
	41226137		10/02/2024		82-65996-017 5 EA FITTING		\$1,161.52		
145427	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$2,029.05		
	10/10/2024	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$35,920.48		
	Invoice		Date		Description		Amount		
	83661		09/30/2024		CUST #24090 - Fuel Expense for 9/16/24 - 9/30/24		\$32,639.05		
	83502		09/24/2024		Fuel for Fire #3		\$1,902.22		
	83392		10/01/2024		Fuel for Fire #3		\$1,379.21		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$19,952.21		
	205 - Sports Facilities				205.11000 (Cash)		\$344.52		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$1,908.42		
	246 - Landscape Assessment				246.11000 (Cash)		\$1,425.30		
	255 - CDBG				255.11000 (Cash)		\$84.80		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,535.35		
	420 - WATER				420.11000 (Cash)		\$3,173.93		
	426 - Transit				426.11000 (Cash)		\$3,903.22		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145428	450 - SRWA - Operations			450.11000 (Cash)			\$592.73		
	10/10/2024	Open			Accounts Payable	GPS VEHICLE TRACKING SOLUTIONS: DBA INTEGRITY , SURVEILLANCE GROUP	\$499.00		
	Invoice		Date	Description			Amount		
	16876		08/19/2024	YEARLY TRACKER RENEWAL FOR GPS TRACKERS			\$499.00		
145429	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$499.00		
	10/10/2024	Open			Accounts Payable	GRAINGER INC, W W	\$49.30		
	Invoice		Date	Description			Amount		
145430	9222188881			08/20/2024			\$49.30		
	SRWA Supplies - Sanding Flap Wheels								
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$49.30		
145431	10/10/2024			Open					
	Accounts Payable			GREEN HORIZON INC			\$1,580.00		
	Invoice		Date	Description			Amount		
	44075		10/01/2024	SRWA - Landscape Services-Green Horizon September 2024			\$1,580.00		
145432	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$1,580.00		
	10/10/2024	Open			Accounts Payable	HILMAR READY MIX	\$9,857.08		
	Invoice		Date	Description			Amount		
145433	12831			09/12/2024			\$981.66		
	CONCRETE								
	12835			09/16/2024			\$1,259.44		
	CONCRETE								
	12838			09/17/2024			\$1,391.59		
	CONCRETE								
	12844			09/19/2024			\$1,758.36		
	CONCRETE								
	12849			09/23/2024			\$981.66		
	CONCRETE								
145434	12851			09/24/2024			\$1,159.66		
	CONCRETE								
	12824			09/09/2024			\$960.09		
	CONCRETE								
	12816			09/05/2024			\$1,364.62		
	CONCRETE								
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$9,857.08		
	10/10/2024	Open			Accounts Payable	HUNT EQUIPMENT, LLC dba DONLEE PUMP COMPANY	\$2,496.98		
	Invoice		Date	Description			Amount		
145435	112347			09/20/2024			\$2,496.98		
	hose reels								
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$2,496.98		
145436	10/10/2024			Open					
	Accounts Payable			KNOX COMPANY			\$721.00		
	Invoice		Date	Description			Amount		
	INV-KA-334764			09/24/2024			\$721.00		
145437	KNOX CONNECT 7-20 DEVICES 1 YR								
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$721.00		
	10/10/2024	Open			Accounts Payable	Lhoist North America of Arizona, Inc.	\$19,016.88		
145438	Invoice			Date			Amount		
	1102420769			09/26/2024			\$19,016.88		
	SRWA SUPPLY AND DELIVERY OF Hydrated Lime			9.05.24 9.16.24					

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145435	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$19,016.88		
	10/10/2024	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$77,203.32		
	Invoice			Date	Description		Amount		
	52787			08/25/2024	23-052 Mark Thomas Task Order No.2 Roads		\$3,550.09		
145436	52835			08/31/2024	Program-Geer Rd-8/25/24		\$73,653.23		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$77,203.32		
	10/10/2024	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$855.15		
	Invoice			Date	Description		Amount		
145437	43781717			09/18/2024	ASPHALT		\$79.51		
	43803231			09/20/2024	ASPHALT		\$87.06		
	43860970			09/25/2024	ASPHALT		\$386.09		
	43876662			09/26/2024	ASPHALT		\$207.88		
	43803143			09/20/2024	ASPHALT		\$94.61		
145438	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$855.15		
	10/10/2024	Open			Accounts Payable	Mountain Cascade, Inc.	\$1,693,763.44		
	Invoice			Date	Description		Amount		
	Retention 18-69			08/27/2024	18-69 Surface Water Distribution System		\$1,693,763.44		
145439	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,693,763.44		
	10/10/2024	Open			Accounts Payable	MUNIQUEP LLC	\$9,015.07		
	Invoice			Date	Description		Amount		
	107221			09/25/2024	SRWA - Grundfos Valve and Diaphragm Kits		\$9,015.07		
145439	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$9,015.07		
	10/10/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$2,094.06		
	Invoice			Date	Description		Amount		
	8577-432841			09/30/2024	BATTERY		\$215.11		
145439	8577-432854			09/30/2024	BATTERY-Credit for Orig432841		(\$23.90)		
	8577-432898			10/01/2024	FILTERS		\$138.95		
	8577-432901			10/01/2024	210-455 WHEEL		\$399.13		
	8577-432926			10/01/2024	lights		\$55.27		
	8577-432933			10/01/2024	ROTORS AND PADS		\$412.98		
145439	8577-432943			10/01/2024	HEATER HOSE HD		\$11.71		
	8577-433014			10/02/2024	SWAY BAR LINKS		\$34.24		
	8577-433082			10/03/2024	RAA2606 RELAY		\$36.51		
	8577-433083			10/03/2024	STUD AND SEAL		\$35.44		
	8577-433105			10/03/2024	1 AIT MS906-1YRUPDATE		\$520.83		
145439	8577-433135			10/03/2024	UPPER AND LOWER BALL JOINTS		\$204.63		
	8577-433139			10/03/2024	BALL JOINT		\$53.16		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$734.41		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$65.11		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145440	246 - Landscape Assessment			246.11000 (Cash)			\$399.13		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$166.71		
	420 - WATER			420.11000 (Cash)			\$271.03		
	426 - Transit			426.11000 (Cash)			\$457.67		
	10/10/2024	Open			Accounts Payable	NORTH STAR ENGINEERING GROUP INC	\$6,017.29		
145441	Invoice			Date	Description	Amount			
	25888		09/30/2024		SR09, 23-040 Water Line Replacement 2024 Roads Program-9/30/24	\$4,202.55			
	25803		08/31/2024		SR09, 23-040 Water Line Replacement 2024 Roads Program-8/31/24	\$1,814.74			
	Paying Fund			Cash Account	Amount				
	420 - WATER			420.11000 (Cash)		\$6,017.29			
145442	10/10/2024	Open			Accounts Payable	NV5 INC.	\$212,909.95		
	Invoice			Date	Description	Amount			
	000000402913		06/30/2024		18-67 Materials Testing and Inspection Services-6/30/24	\$8,867.50			
	409271		08/31/2024		23-033 CM for Roads Task Order No. 2-8/31/24	\$110,049.14			
	409266		08/31/2024		23-031 CM for Roads Task Order No.1 Bid Package 2-8/31/24	\$93,993.31			
145443	Paying Fund			Cash Account	Amount				
	115 - Measure A - Roads			115.11000 (Cash)		\$204,042.45			
	420 - WATER			420.11000 (Cash)		\$8,867.50			
	10/10/2024	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$1,257.50		
	Invoice			Date	Description	Amount			
145444	1240902625		08/24/2024		SR03, 21-043 Northeast Neighborhood Park-8/24/24	\$1,257.50			
	Paying Fund			Cash Account	Amount				
	228 - Park Development Tax			228.11000 (Cash)		\$1,257.50			
	10/10/2024	Open			Accounts Payable	Operational Technical Services, LLC	\$4,110.00		
	Invoice			Date	Description	Amount			
145445	4482		09/25/2024		SRWA - Senior Operator MC 9.23.24 - 9.25.24	\$4,110.00			
	Paying Fund			Cash Account	Amount				
	450 - SRWA - Operations			450.11000 (Cash)		\$4,110.00			
	10/10/2024	Open			Accounts Payable	OREILLY AUTO PARTS	\$291.69		
	Invoice			Date	Description	Amount			
145446	2800-473795		09/30/2024		MRY PM4102 BLOWER MOTOR	\$192.27			
	2800-473804		09/30/2024		MRY 39517 EXPAN VALVE	\$69.55			
	2800-474325		10/02/2024		MRY PM4102 BLOWER MOTOR	(\$192.27)			
	2800-474389		10/02/2024		BHH 14197 BRK BOLT KIT	\$34.76			
	2800-474561		10/03/2024		STD RY1676 FUEL PMP RLY	\$27.28			
	2800-474572		10/03/2024		20-6581-00 HEADLIGHT 20-6582-00	\$160.10			
	Paying Fund			Cash Account	Amount				
	110 - General Fund			110.11000 (Cash)		\$34.76			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$96.83			
	426 - Transit			426.11000 (Cash)		\$160.10			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145445	10/10/2024	Open			Accounts Payable	P G & E	\$91.17		
	Invoice		Date	Description		Amount			
	COLUMBIA 10/1/24		10/01/2024	6180280303-3 / 600 Columbia St		\$8.65			
	HIGH 10/1/24		10/01/2024	0221941093-9 / 595 High St		\$8.65			
	R. BOESCH 10/1/24		10/01/2024	4388605407-1 / 275 N Orange		\$15.61			
	FIRE#3 10/3/24		10/03/2024	2087893140-9 / 501 E Monte Vista Ave		\$58.26			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$91.17			
145446	10/10/2024	Open			Accounts Payable	Petrulakis Law & Advocacy, APC	\$86,151.00		
	Invoice		Date	Description		Amount			
	2910		04/30/2024	Assessment Districts Recalibration 4-30-24		\$780.00			
	2911		04/30/2024	Cannabis Regulation 4-30-24		\$930.00			
	2912		04/30/2024	Cannabis - Evergreen 4-30-24		\$270.00			
	2913		04/30/2024	General Municipal 4-30-24		\$31,019.50			
	2914		04/30/2024	Roads 4-30-24		\$180.00			
	2915		05/31/2024	Cannabis - Evergreen 5-31-24		\$90.00			
	2916		05/31/2024	General Municipal 5-31-24		\$27,597.50			
	2917		05/31/2024	Cannabis Regulation 5-31-24		\$270.00			
	2921		06/30/2024	Cannabis Regulation 6-30-24		\$780.00			
	2922		06/30/2024	General Municipal 6-30-24		\$24,234.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$85,191.00			
	115 - Measure A - Roads			115.11000 (Cash)		\$180.00			
	246 - Landscape Assessment			246.11000 (Cash)		\$780.00			
145447	10/10/2024	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$17,663.00		
	Invoice		Date	Description		Amount			
	110531		05/01/2024	Well 35 Grant Assistance May 1-May 31		\$17,663.00			
	Paying Fund			Cash Account		Amount			
	422 - Well Remediation			422.11000 (Cash)		\$17,663.00			
145448	10/10/2024	Open			Accounts Payable	REED INC, GEORGE	\$27,572.86		
	Invoice		Date	Description		Amount			
	PP5/CP 20-002		06/30/2024	20-002 Southwest Quadrant Road Rehabilitation- 11/30/23		\$27,248.95			
	100345028		09/19/2024	ASPHALT		\$100.90			
	100345181		09/20/2024	ASPHALT		\$108.85			
	100345371		09/23/2024	ASPHALT		\$114.16			
	Paying Fund			Cash Account		Amount			
	218 - Measure L			218.11000 (Cash)		\$27,248.95			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$323.91			
145449	10/10/2024	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$1,000.00		
	Invoice		Date	Description		Amount			
	23292		09/27/2024	CONTRACT OCTOBER 2024		\$1,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,000.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145450	10/10/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$232.45		
	Invoice		Date	Description		Amount			
	3038868709		10/02/2024	DC2Z9D930WA:FRD WIRE ASY		\$232.45			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$232.45			
145451	10/10/2024	Open			Accounts Payable	STATE OF CALIFORNIA	\$1,526.00		
	Invoice		Date	Description		Amount			
	758514		09/06/2024	AUGUST 2024 FINGERPRINTING		\$1,526.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,526.00			
145452	10/10/2024	Open			Accounts Payable	STERICYCLE INC	\$110.24		
	Invoice		Date	Description		Amount			
	8008474451		09/25/2024	ST#4 - STERI-SAFE MONTHLY TREATMENT		\$27.56			
	8008474455		09/25/2024	ST#3 - STERI-SAFE MONTHLY TREATMENT		\$27.56			
	8008474453		09/25/2024	ST#2 - STERI-SAFE MONTHLY TREATMENT		\$27.56			
	8008474457		09/25/2024	ST#1 - STERI-SAFE MONTHLY TREATMENT		\$27.56			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$110.24			
145453	10/10/2024	Open			Accounts Payable	STOMMEL INC DBA LEHR	\$40,512.76		
	Invoice		Date	Description		Amount			
	SI109200		09/13/2024	2024 DODGE DURANGO K9 EQUIPMENT		\$7,501.96			
				INSTALLATION					
	SI109192		09/13/2024	2024 FORD MAVERICK SUPPORT TRUCK		\$2,715.62			
				EQUIPMENT INSTALLATION					
	SI108052		08/21/2024	2024 DODGE DURANGO PATROL EQUIPMENT		\$7,026.71			
				INSTALLATION					
	SI108051		08/21/2024	2024 DODGE DURANGO PATROL EQUIPMENT		\$7,026.71			
				INSTALLATION					
	SI108026		08/21/2024	SIERRA WIRELESS, ADV PRO 1YR AIRLINK		\$7,777.55			
	SI106904		07/29/2024	2024 DODGE DURANGO PATROL EQUIPMENT		\$7,026.71			
				INSTALLATION					
	SI109687		09/25/2024	2018 FORD EXPLORER #1335 ADD ONS		\$1,437.50			
	Paying Fund			Cash Account		Amount			
	242 - Computer Replacement			242.11000 (Cash)		\$7,777.55			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)		\$32,735.21			
145454	10/10/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$405.35		
	Invoice		Date	Description		Amount			
	092824BECCHETTI		10/04/2024	09282024 PAYROLL WITHHOLDING		\$405.35			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$405.35			
145455	10/10/2024	Open			Accounts Payable	TOWER ENTERPRISE	\$540.24		
	Invoice		Date	Description		Amount			
	14192		09/24/2024	PRE EMPLOYMENT EVAL FOR PT ACCT:14192		\$540.24			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$540.24			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145456	10/10/2024	Open			Accounts Payable	TURLOCK CITY TOW INC	\$343.71		
	Invoice		Date	Description		Amount			
	137142		08/24/2024	TOWING SERVICE FOR PD ON 8/24/24		\$46.17			
	141913		08/14/2024	TOWING SERVICE FOR EVIDENCE ON 8/14/24		\$76.95			
	137604		08/21/2024	TOWING SERVICE FOR EVIDENCE ON 8/21/24		\$82.08			
	139810		08/08/2024	TOWING SERVICE FOR PEDRETTI PARK ON 8/8/24		\$46.17			
	141910		08/13/2024	TOWING SERVICE FOR PARKS ON 8/13/24		\$51.30			
	141909		08/12/2024	TOWING SERVICE FOR WATER VEH ON 8/12/24		\$41.04			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$256.50			
	205 - Sports Facilities			205.11000 (Cash)		\$46.17			
	420 - WATER			420.11000 (Cash)		\$41.04			
145457	10/10/2024	Open			Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$1,870.00		
	Invoice		Date	Description		Amount			
	2211223		09/03/2024	A040968, A041123-37, A041139-43		\$1,870.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$35.00			
	266 - Police Services Grants			266.11000 (Cash)		\$1,835.00			
145458	10/10/2024	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$14,634.49		
	Invoice		Date	Description		Amount			
	52447326		09/22/2024	SRWA SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 9.22.24		\$14,634.49			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$14,634.49			
145459	10/10/2024	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$459.99		
	Invoice		Date	Description		Amount			
	0131803240901		09/01/2024	Acct #131803 - Transit Center telephone		\$80.28			
	0131803241001		10/07/2024	Acct #131803 - Transit Center telephone		\$379.71			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$459.99			
145460	10/10/2024	Open			Accounts Payable	VERIZON WIRELESS	\$1,503.61		
	Invoice		Date	Description		Amount			
	9973042393		10/06/2024	RECREATION 00028 AUGUST - SEPTEMBER 2024		\$1,503.61			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,023.47			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$34.98			
	246 - Landscape Assessment			246.11000 (Cash)		\$40.01			
	270 - Recreation Grants			270.11000 (Cash)		\$405.15			
145461	10/10/2024	Open			Accounts Payable	WEST COAST ARBORISTS INC	\$49,526.78		
	Invoice		Date	Description		Amount			
	218439		08/15/2024	WQC Maintenance 8/1-8/15/2024		\$39,847.28			
	217859		07/31/2024	STREETS MAINTENANCE 07/16 - 07/31/2024		\$9,679.50			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$9,679.50			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$39,847.28			

# Payment Register

From Payment Date: 10/4/2024 - To Payment Date: 10/10/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145462	10/10/2024	Open			Accounts Payable	WMB ARCHITECTS INC	\$3,700.24		
	Invoice		Date	Description		Amount			
	25912		09/30/2024	SR01, 24-010 Fire Station 31 SCBA Compressor		\$3,700.24			
	Paying Fund			Room-9/20/24		Amount			
	240 - Small Equipment Replacement			Cash Account		Amount			
				240.11000 (Cash)		\$3,700.24			
145463	10/10/2024	Open			Accounts Payable	BERNARD, JASON	\$407.64		
	Invoice		Date	Description		Amount			
	10/04/2024		10/04/2024	BERNARD HOTEL OES ENGINE ON DEPLOYMENT		\$407.64			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$407.64			
145464	10/10/2024	Open			Accounts Payable	CROXEN, RAYMOND	\$700.00		
	Invoice		Date	Description		Amount			
	TR 5039 PER DIEM		10/02/2024	ICI CORE COURSE, 10/27/24 - 11/8/24, MONTEREY		\$700.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$700.00			
145465	10/10/2024	Voided	INCORRECT ENTRY	10/11/2024	Accounts Payable	VIERRA, ANTONIO	\$100.00		
	Invoice		Date	Description		Amount			
	R24-007107		10/02/2024	A/C REFUND		\$100.00			
	Paying Fund			Cash Account		Amount			
	203 - Animal Fee Forfeiture			203.11000 (Cash)		\$100.00			

Type Check Totals:

AP - Accounts Payable Totals

80 Transactions

\$2,845,641.03

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	\$2,845,541.03	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$100.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	80	\$2,845,641.03	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	\$2,845,541.03	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$100.00	\$0.00

# Payment Register

From Payment Date: 10/4/2024 - To Payment Date: 10/10/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped	0	\$0.00	\$0.00	
					Total	80	\$2,845,641.03	\$0.00	
<b>Grand Totals:</b>									
					<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
						Open	79	\$2,845,541.03	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	1	\$100.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	80	\$2,845,641.03	\$0.00
					<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
						Open	79	\$2,845,541.03	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	1	\$100.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	80	\$2,845,641.03	\$0.00

# Payment Register

From Payment Date: 8/1/2024 - To Payment Date: 8/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>EFT</u>									
5741	08/29/2024	Open			Accounts Payable	CH2M Hill Engineers, Inc	\$116,756.23		
	Invoice		Date	Description		Amount			
	047REV002		06/30/2024	SRWA - Design Build Contract 2023-24 June 2024		\$116,756.23			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$116,756.23			
5759	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$10.22		
	Invoice		Date	Description		Amount			
	820915107		08/14/2024	PREMIUMS AUGUST 2024 - CITY OF TURLOCK		\$10.22			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$10.22			
5760	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$858.48		
	Invoice		Date	Description		Amount			
	820926528		08/14/2024	PREMIUMS AUGUST 2024 - TCEA		\$858.48			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$858.48			
5761	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$25.55		
	Invoice		Date	Description		Amount			
	820926521		08/14/2024	PREMIUMS AUGUST 2024 - EXECUTIVE TEAM		\$25.55			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$25.55			
5762	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$97.09		
	Invoice		Date	Description		Amount			
	820926520		08/14/2024	PREMIUMS AUGUST 2024 - MANAGEMENT		\$97.09			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$97.09			
5763	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$15.33		
	Invoice		Date	Description		Amount			
	820926522		08/14/2024	PREMIUMS AUGUST 2024 - COBRA		\$15.33			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$15.33			
5764	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$76.65		
	Invoice		Date	Description		Amount			
	820926523		08/14/2024	PREMIUMS AUGUST 2024 - RETIREES		\$76.65			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$76.65			
5765	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$30.66		
	Invoice		Date	Description		Amount			
	820926524		08/14/2024	PREMIUMS AUGUST 2024 - TMAPS		\$30.66			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$30.66			
5766	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$419.02		
	Invoice		Date	Description		Amount			
	820926525		08/14/2024	PREMIUMS AUGUST 2024 - TAPO		\$419.02			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$419.02			

# Payment Register

From Payment Date: 8/1/2024 - To Payment Date: 8/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5767	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$209.51		
	Invoice		Date	Description			Amount		
	820926526		08/14/2024	PREMIUMS AUGUST 2024 - FIRE			\$209.51		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$209.51		
5768	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$71.54		
	Invoice		Date	Description			Amount		
	820926527		08/14/2024	PREMIUMS AUGUST 2024 - CONFIDENTIAL			\$71.54		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$71.54		
5769	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$364.42		
	Invoice		Date	Description			Amount		
	820932896		07/31/2024	CLAIMS JULY 2024 - TMAPS			\$364.42		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$364.42		
5770	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$387.46		
	Invoice		Date	Description			Amount		
	820932893		07/31/2024	CLAIMS JULY 2024 - TAPO			\$387.46		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$387.46		
5771	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$599.63		
	Invoice		Date	Description			Amount		
	820932889		07/31/2024	CLAIMS JULY 2024 - FIRE			\$599.63		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$599.63		
5772	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$1,706.46		
	Invoice		Date	Description			Amount		
	820932883		07/31/2024	CLAIMS JULY 2024 - TCEA			\$1,706.46		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$1,706.46		
5773	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$235.25		
	Invoice		Date	Description			Amount		
	820932880		07/31/2024	CLAIMS JULY 2024 - EXECUTIVE TEAM			\$235.25		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$235.25		
5774	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$339.34		
	Invoice		Date	Description			Amount		
	820932877		07/31/2024	CLAIMS JULY 2024 - MANAGEMENT			\$339.34		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$339.34		
5775	08/14/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$264.75		
	Invoice		Date	Description			Amount		
	820932901		07/31/2024	CLAIMS JULY 2024 - RETIREES			\$264.75		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$264.75		

# Payment Register

From Payment Date: 8/1/2024 - To Payment Date: 8/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5776	08/30/2024	Open			Accounts Payable	FIDELITY NATIONAL TITLE	\$50,000.00		
	Invoice		Date	Description		Amount			
	FFOM3012200812JC		08/30/2024	FTHB LOAN-CALHOME-1406 ESPERANZA CT		\$50,000.00			
	Paying Fund			Cash Account		Amount			
	257 - State HOME Funds			257.11000 (Cash)		\$50,000.00			
5777	08/30/2024	Open			Accounts Payable	FIDELITY NATIONAL TITLE	\$50,000.00		
	Invoice		Date	Description		Amount			
	FFOM3012200745JC		08/30/2024	FTHB LOAN-CONSORTIA-1420 ESPERANZA CT		\$50,000.00			
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$50,000.00			
5778	08/30/2024	Open			Accounts Payable	FIDELITY NATIONAL TITLE	\$50,000.00		
	Invoice		Date	Description		Amount			
	FFOM3012200726JC		08/30/2024	FTHB LOAN-CALHOME-1431 ESPERANZA CT		\$50,000.00			
	Paying Fund			Cash Account		Amount			
	257 - State HOME Funds			257.11000 (Cash)		\$50,000.00			
5779	08/30/2024	Open			Accounts Payable	FIDELITY NATIONAL TITLE	\$50,000.00		
	Invoice		Date	Description		Amount			
	FFOM3012200697JC		08/30/2024	FTHB LOAN-CALHOME-1421 ESPERANZA CT		\$50,000.00			
	Paying Fund			Cash Account		Amount			
	257 - State HOME Funds			257.11000 (Cash)		\$50,000.00			
5780	08/20/2024	Open			Accounts Payable	FIDELITY NATIONAL TITLE	\$50,000.00		
	Invoice		Date	Description		Amount			
	FFOM3012200817JC		08/20/2024	FTHB LOAN-Consortium Home-1402 Esperanza Ct		\$50,000.00			
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$50,000.00			
5781	08/20/2024	Open			Accounts Payable	FIDELITY NATIONAL TITLE	\$50,000.00		
	Invoice		Date	Description		Amount			
	FFOM3012200741AJ		08/20/2024	FTHB LOAN-Consortium Home-1411 Esperanza Ct		\$50,000.00			
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$50,000.00			
5782	08/20/2024	Open			Accounts Payable	FIDELITY NATIONAL TITLE	\$50,000.00		
	Invoice		Date	Description		Amount			
	FFOM3012200940JC		08/20/2024	FTHB LOAN-Consortium Home-1403 Esperanza Ct		\$50,000.00			
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$50,000.00			
5783	08/20/2024	Open			Accounts Payable	FIDELITY NATIONAL TITLE	\$50,000.00		
	Invoice		Date	Description		Amount			
	FFOM3012200698JC		08/20/2024	FTHB LOAN-Consortium Home-1403 west Ave South		\$50,000.00			
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$50,000.00			
5784	08/20/2024	Open			Accounts Payable	FIDELITY NATIONAL TITLE	\$50,000.00		
	Invoice		Date	Description		Amount			
	FFOM3012200810JC		08/20/2024	FTHB LOAN-Consortium Home-1407 Esperanza Ct		\$50,000.00			
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$50,000.00			

# Payment Register

From Payment Date: 8/1/2024 - To Payment Date: 8/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5785	08/26/2024	Open			Accounts Payable	US BANK-VISA	\$134,527.66		
	Invoice		Date	Description		Amount			
	8/22/2024X9452		08/26/2024	Procurement Card Charges - 8/22/24 Statement		\$134,527.66			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$134,527.66			
Type EFT Totals:							28 Transactions		
AP - Accounts Payable Totals							\$706,995.25		

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	28	\$706,995.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	28	\$706,995.25	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	28	\$706,995.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	28	\$706,995.25	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	28	\$706,995.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	28	\$706,995.25	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	28	\$706,995.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	28	\$706,995.25	\$0.00

# Payment Register

From Payment Date: 7/1/2024 - To Payment Date: 7/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PR - Payroll Account									
<u>EFT</u>									
145009	07/01/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$221,291.87		
	Invoice		Date	Description		Amount			
	6/22/24PR		07/01/2024	6/22/24PR-FEDERAL TAXES		\$221,291.87			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$221,291.87			
145010	07/01/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$86.39		
	Invoice		Date	Description		Amount			
	6/22/24PR-PINNEY		07/01/2024	6/22/24PR-FEDERAL TAXES-B PINNEY		\$86.39			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$86.39			
145011	07/01/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$86.39		
	Invoice		Date	Description		Amount			
	6/22/24PR-B PINN		07/01/2024	6/22/24PR-FEDERAL TAXES-B PINNEY		\$86.39			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$86.39			
145012	07/02/2024	Open			Accounts Payable	CalPERS	\$325,755.29		
	Invoice		Date	Description		Amount			
	6/22/24PR		07/02/2024	6/22/24PR-CALPERS		\$325,755.29			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$325,755.29			
145013	07/01/2024	Open			Accounts Payable	ICMA-RC	\$99,014.74		
	Invoice		Date	Description		Amount			
	6/22/24PR		07/01/2024	6/22/24PR-ICMA		\$99,014.74			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$99,014.74			
145014	07/03/2024	Open			Accounts Payable	UMR	\$714,745.40		
	Invoice		Date	Description		Amount			
	6/25-7/1-FY23/24		06/30/2024	UMR CLAIMS FOR 6/25/24-7/1/24-FY 23/24		\$714,745.40			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$714,745.40			
145015	07/08/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$8,350.33		
	Invoice		Date	Description		Amount			
	BE006149040		07/08/2024	DELTA DENTAL CLAIMS FOR 6/21/24-6/27/24		\$8,350.33			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$8,350.33			
145016	07/08/2024	Open			Accounts Payable	T A P O	\$15,473.43		
	Invoice		Date	Description		Amount			
	6/22/24PR-RHS		07/08/2024	6/22/24PR-TAPO RHS DUES		\$15,473.43			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$15,473.43			
145017	07/08/2024	Open			Accounts Payable	TFRA	\$9,725.68		
	Invoice		Date	Description		Amount			
	6/22/24PR-RHS		07/08/2024	6/22/24PR-TFRA RHS DUES		\$9,725.68			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$9,725.68			

# Payment Register

From Payment Date: 7/1/2024 - To Payment Date: 7/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145018	07/10/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$4,239.37		
	Invoice		Date	Description		Amount			
	BE006158531		07/10/2024	DELTA DENTAL CLAIMS FOR 6/28/24-7/4/24		\$4,239.37			
	Paying Fund			Cash Account		Amount			
145019	07/12/2024	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$3,947.00		
	Invoice		Date	Description		Amount			
	7/6/24PR		07/12/2024	7/6/24PR-GOLDEN 1 CU		\$3,947.00			
	Paying Fund			Cash Account		Amount			
145020	07/12/2024	Open			Accounts Payable	T A P O	\$5,800.97		
	Invoice		Date	Description		Amount			
	7/6/24PR		07/12/2024	7/6/24PR-TAPO DUES		\$5,800.97			
	Paying Fund			Cash Account		Amount			
145021	07/12/2024	Open			Accounts Payable	T C E A	\$2,895.75		
	Invoice		Date	Description		Amount			
	7/6/24PR		07/12/2024	7/6/24PR-TCEA DUES		\$2,895.75			
	Paying Fund			Cash Account		Amount			
145022	07/12/2024	Open			Accounts Payable	TMAPS	\$225.00		
	Invoice		Date	Description		Amount			
	7/6/24PR		07/12/2024	7/6/24PR-TMAPS DUES		\$225.00			
	Paying Fund			Cash Account		Amount			
145023	07/12/2024	Open			Accounts Payable	T C E A	\$71.50		
	Invoice		Date	Description		Amount			
	7/6/24PR-BENEVOL		07/12/2024	7/6/24PR-TCEA BENEVOLENCE DUES		\$71.50			
	Paying Fund			Cash Account		Amount			
145024	07/10/2024	Open			Accounts Payable	UMR	\$67,379.51		
	Invoice		Date	Description		Amount			
	7/2-7/8-FY 23/24		06/30/2024	UMR CLAIMS FOR 7/2/24-7/8/24-FY 23/24		\$67,379.51			
	Paying Fund			Cash Account		Amount			
145025	07/12/2024	Open			Accounts Payable	CA SDU	\$1,727.98		
	Invoice		Date	Description		Amount			
	7/6/24PR		07/12/2024	7/6/24PR-CHILD SUPPORT PAYMENT		\$1,727.98			
	Paying Fund			Cash Account		Amount			
145026	07/16/2024	Open			Accounts Payable	ICMA-RC	\$122,309.25		
	Invoice		Date	Description		Amount			
	7/6/24PR		07/16/2024	7/6/24PR-ICMA		\$122,309.25			
	Paying Fund			Cash Account		Amount			

# Payment Register

From Payment Date: 7/1/2024 - To Payment Date: 7/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145027	07/15/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$229,494.50		
	Invoice		Date	Description		Amount			
	7/6/24PR		07/15/2024	7/6/24PR-FEDERAL TAXES		\$229,494.50			
	Paying Fund			Cash Account		Amount			
145028	104 - Payroll Clearing Fund			104.11000 (Cash)		\$229,494.50			
	07/12/2024	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$70,087.29		
	Invoice		Date	Description		Amount			
	7/6/24PR		07/12/2024	7/6/24PR-STATE TAXES		\$70,087.29			
145029	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$70,087.29			
	07/16/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,286.78		
	Invoice		Date	Description		Amount			
145030	BE006161556		07/16/2024	DELTA DENTAL CLAIMS FOR 7/5/24-7/11/24		\$5,286.78			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$5,286.78			
	07/17/2024	Open			Accounts Payable	UMR	\$26,891.11		
145031	Invoice		Date	Description		Amount			
	7/9-7/15-FY24/25		07/17/2024	UMR CLAIMS FOR 7/9/24-7/15/24-FY 24/25		\$26,891.11			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$26,891.11			
145032	07/17/2024	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$7.05		
	Invoice		Date	Description		Amount			
	7/6/24PR-ZAMORA		07/17/2024	7/6/24PR-STATE TAXES-G ZAMORA		\$7.05			
	Paying Fund			Cash Account		Amount			
145033	104 - Payroll Clearing Fund			104.11000 (Cash)		\$7.05			
	07/17/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$127.72		
	Invoice		Date	Description		Amount			
	7/6/24PR-ZAMORA		07/17/2024	7/6/24PR-FEDERAL TAXES-G ZAMORA		\$127.72			
145034	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$127.72			
	07/26/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$238,529.31		
	Invoice		Date	Description		Amount			
145035	7/20/24PR		07/26/2024	7/20/24PR-FEDERAL TAXES		\$238,529.31			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$238,529.31			
	07/17/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$2,361.00		
145036	Invoice		Date	Description		Amount			
	Q2/2024-720		07/17/2024	Q2/2024-720 QUARTERLY FEDERAL EXCISE TAX RETURN JUNE 2024		\$2,361.00			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$2,361.00			
145037	07/18/2024	Open			Accounts Payable	CalPERS	\$325,896.45		
	Invoice		Date	Description		Amount			
	7/6/24PR		07/18/2024	7/6/24PR-CALPERS		\$325,896.45			
	Paying Fund			Cash Account		Amount			
145038	104 - Payroll Clearing Fund			104.11000 (Cash)		\$325,896.44			
	110 - General Fund			110.11000 (Cash)		\$0.01			

# Payment Register

From Payment Date: 7/1/2024 - To Payment Date: 7/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145036	07/22/2024	Open			Accounts Payable	UMR	(\$135.00)		
	Invoice		Date	Description		Amount			
	JUN24 OSR REFUND		07/22/2024	JUNE 2024 OSR REFUND		(\$135.00)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		(\$135.00)			
145037	07/23/2024	Open			Accounts Payable	UMR	\$405.55		
	Invoice		Date	Description		Amount			
	JUL 24 CUSTODIAL		07/23/2024	UMR JULY 2024 CUSTODIAL AND BANKING FEE		\$405.55			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$405.55			
145038	07/23/2024	Open			Accounts Payable	UMR	\$153,774.81		
	Invoice		Date	Description		Amount			
	JUL 24 PREM		07/23/2024	UMR JULY 2024 HEALTH PREMIUMS		\$153,774.81			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$153,774.81			
145039	07/23/2024	Open			Accounts Payable	UMR	(\$1,844.96)		
	Invoice		Date	Description		Amount			
	JUN24 COBRA REF		07/23/2024	UMR JUNE COBRA REFUND		(\$1,844.96)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		(\$1,844.96)			
145040	07/23/2024	Open			Accounts Payable	UMR	(\$12,718.12)		
	Invoice		Date	Description		Amount			
	JUN24 RET REF		07/23/2024	UMR JUNE 2024 RETIREE REFUND		(\$12,718.12)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		(\$12,718.12)			
145041	07/24/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$8,717.36		
	Invoice		Date	Description		Amount			
	BE006170902		07/24/2024	DELTA DENTAL CLAIMS FOR 7/12/24-7/18/24		\$8,717.36			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$8,717.36			
145042	07/24/2024	Open			Accounts Payable	UMR	\$37,914.84		
	Invoice		Date	Description		Amount			
	7/16-7/22-FY2025		07/24/2024	UMR CLAIMS FOR 7/16/24-7/22/24-FY24/25		\$37,914.84			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$37,914.84			
145043	07/25/2024	Open			Accounts Payable	T A P O	\$15,352.81		
	Invoice		Date	Description		Amount			
	7/6/24PR-RHS		07/25/2024	7/6/24PR-TAPO RHS DUES		\$15,352.81			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$15,352.81			
145044	07/25/2024	Open			Accounts Payable	TFRA	\$9,689.14		
	Invoice		Date	Description		Amount			
	7/6/24PR-RHS		07/25/2024	7/6/24PR-TFRA RHS DUES		\$9,689.14			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$9,689.14			

# Payment Register

From Payment Date: 7/1/2024 - To Payment Date: 7/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145045	07/26/2024	Open			Accounts Payable	CalPERS	\$9,079,397.00		
	Invoice		Date	Description		Amount			
	FY24/25-ACCR LIA		07/26/2024	FY 24/25 UNFUNDED ACCRUED LIABILITY		\$9,079,397.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$9,079,397.00			
145046	07/26/2024	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$3,947.00		
	Invoice		Date	Description		Amount			
	7/20/24PR		07/26/2024	7/20/24PR-GOLDEN 1 CU		\$3,947.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$3,947.00			
145047	07/26/2024	Open			Accounts Payable	T A P O	\$5,998.43		
	Invoice		Date	Description		Amount			
	7/20/24PR		07/26/2024	7/20/24PR-TAPO DUES		\$5,998.43			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$5,998.43			
145048	07/26/2024	Open			Accounts Payable	T C E A	\$2,916.00		
	Invoice		Date	Description		Amount			
	7/20/24PR		07/26/2024	7/20/24PR-TCEA DUES		\$2,916.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$2,916.00			
145049	07/26/2024	Open			Accounts Payable	TFRA	\$6,438.16		
	Invoice		Date	Description		Amount			
	7/20/24PR-TFRA		07/26/2024	7/20/24PR-TFRA DUES		\$6,438.16			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$6,438.16			
145050	07/26/2024	Open			Accounts Payable	TURLOCK CITY FIRE INC	\$360.00		
	Invoice		Date	Description		Amount			
	7/20/24PR		07/26/2024	7/20/24PR-FIRE INC DUES		\$360.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$360.00			
145051	07/26/2024	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$130.00		
	Invoice		Date	Description		Amount			
	7/20/24PR		07/26/2024	7/20/24PR-TURLOCK HEALTH CLUB		\$130.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$130.00			
145052	07/26/2024	Open			Accounts Payable	CA SDU	\$1,727.98		
	Invoice		Date	Description		Amount			
	7/20/24PR		07/26/2024	7/20/24PR-CHILD SUPPORT PAYMENT		\$1,727.98			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,727.98			
145053	07/29/2024	Open			Accounts Payable	ICMA-RC	\$100,523.71		
	Invoice		Date	Description		Amount			
	7/20/24PR		07/29/2024	7/20/24PR-ICMA		\$100,523.71			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$100,523.71			

# Payment Register

From Payment Date: 7/1/2024 - To Payment Date: 7/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145054	07/29/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$55.08		
	Invoice		Date	Description		Amount			
	7/20/24PR-AUSTIN		07/29/2024	7/20/24PR-FEDERAL TAXES-K AUSTIN		\$55.08			
	Paying Fund			Cash Account		Amount			
145055	104 - Payroll Clearing Fund			104.11000 (Cash)		\$55.08			
	07/26/2024	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$73,986.30		
	Invoice		Date	Description		Amount			
	7/20/24PR		07/26/2024	7/20/24PR-STATE TAXES		\$73,986.30			
145056	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$73,986.30			
	07/29/2024	Open			Accounts Payable	T A P O	\$14,947.16		
	Invoice		Date	Description		Amount			
145057	7/20/24PR-RHS		07/29/2024	7/20/24PR-TAPO RHS DUES		\$14,947.16			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$14,947.16			
	07/26/2024	Open			Accounts Payable	T C E A	\$72.00		
145058	Invoice		Date	Description		Amount			
	7/20/24PR-BENEVO		07/26/2024	7/20/24PR-TCEA BENEVOLENCE DUES		\$72.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$72.00			
145059	07/29/2024	Open			Accounts Payable	TFRA	\$9,644.52		
	Invoice		Date	Description		Amount			
	7/20/24PR-RHS		07/29/2024	7/20/24PR-TFRA RHS DUES		\$9,644.52			
	Paying Fund			Cash Account		Amount			
145060	104 - Payroll Clearing Fund			104.11000 (Cash)		\$9,644.52			
	07/29/2024	Open			Accounts Payable	SUN LIFE ASSURANCE COMPANY OF CANADA	\$17,469.05		
	Invoice		Date	Description		Amount			
	AUG 2024		07/29/2024	LTD AND LIFE INSURANCE - AUGUST 2024		\$17,469.05			
145061	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$17,469.05			
	07/30/2024	Open			Accounts Payable	CalPERS	\$322,566.14		
	Invoice		Date	Description		Amount			
145062	7/20/24PR		07/30/2024	7/20/24PR-CALPERS		\$322,566.14			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$322,566.14			
	07/31/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$10,925.60		
145063	Invoice		Date	Description		Amount			
	BE006188532		07/31/2024	DELTA DENTAL CLAIMS FOR 7/19/24-7/25/24		\$10,925.60			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$10,925.60			
145064	07/31/2024	Open			Accounts Payable	ICMA-RC	\$28,211.38		
	Invoice		Date	Description		Amount			
	6/22/24PR-CONV		07/31/2024	6/22/24PR-ICMA MGMT VACATION CONVERSION		\$28,211.38			
	Paying Fund			Cash Account		Amount			
145065	110 - General Fund			110.11000 (Cash)		\$17,567.94			
	118 - Measure A			118.11000 (Cash)		\$3,576.59			

# Payment Register

From Payment Date: 7/1/2024 - To Payment Date: 7/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145063	205 - Sports Facilities			205.11000 (Cash)			\$148.34		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$262.81		
	246 - Landscape Assessment			246.11000 (Cash)			\$206.19		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,893.34		
	420 - WATER			420.11000 (Cash)			\$934.25		
	426 - Transit			426.11000 (Cash)			\$903.33		
	450 - SRWA - Operations			450.11000 (Cash)			\$849.41		
	501 - Information Technology			501.11000 (Cash)			\$1,869.18		
145063	07/10/2024	Open			Accounts Payable	UMR	\$46,634.21		
	Invoice		Date	Description			Amount		
	7/2-7/8-FY 24/25		07/10/2024	UMR CLAIMS FOR 7/2/24-7/8/24-FY 24/25			\$46,634.21		
	Paying Fund			Cash Account			Amount		
145064	511 - Health Care			511.11000 (Cash)			\$46,634.21		
	07/17/2024	Open			Accounts Payable	UMR	\$72,208.67		
	Invoice		Date	Description			Amount		
	7/9-7/15-FY23/24		06/30/2024	UMR CLAIMS FOR 7/9/24-7/15/24-FY 23/24			\$72,208.67		
145065	511 - Health Care			511.11000 (Cash)			\$72,208.67		
	07/24/2024	Open			Accounts Payable	UMR	\$23,129.55		
	Invoice		Date	Description			Amount		
	7/16-7/22-FY2024		06/30/2024	UMR CLAIMS FOR 7/16/24-7/22/24-FY23/24			\$23,129.55		
145066	511 - Health Care			511.11000 (Cash)			\$23,129.55		
	07/31/2024	Open			Accounts Payable	UMR	\$59,188.01		
	Invoice		Date	Description			Amount		
	7/23-7/29-FY2024		06/30/2024	UMR CLAIMS FOR 7/23/24-7/29/24-FY 23/24			\$59,188.01		
145067	511 - Health Care			511.11000 (Cash)			\$59,188.01		
	07/31/2024	Open			Accounts Payable	UMR	\$38,838.59		
	Invoice		Date	Description			Amount		
	7/23-7/29-FY2025		07/31/2024	UMR CLAIMS FOR 7/23/24-7/29/24-FY 24/25			\$38,838.59		
145068	511 - Health Care			511.11000 (Cash)			\$38,838.59		
	07/03/2024	Open			Accounts Payable	UMR	\$66.50		
	Invoice		Date	Description			Amount		
	7/1/24-FY 24/25		07/03/2024	UMR CLAIMS FOR 7/1/24-FY 24/25			\$66.50		
145069	511 - Health Care			511.11000 (Cash)			\$66.50		
	07/22/2024	Open			Accounts Payable	EMPLOYMENT DEVELOP DEPT	\$6,160.00		
	Invoice		Date	Description			Amount		
	L1389755216		07/22/2024	UNEMPLOYMENT CHARGES FOR 4/1/24-6/30/24			\$6,160.00		
145070	512 - Casualty Insurance			512.11000 (Cash)			\$6,160.00		
	07/31/2024	Open			Accounts Payable	Optum Bank, Inc.	\$22,044.89		
	Invoice		Date	Description			Amount		
	7/6/24PR		07/12/2024	7/6/24PR-HSA EE & ER			\$10,987.02		
	7/20/24PR		07/25/2024	7/20/24PR-HSA EE & ER			\$11,057.87		

# Payment Register

From Payment Date: 7/1/2024 - To Payment Date: 7/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$22,044.89		
Type EFT Totals:									
PR - Payroll Account Totals									
62 Transactions							\$12,660,549.42		
EFTs		Status	Count	Transaction Amount			Reconciled Amount		
		Open	62	\$12,660,549.42			\$0.00		
		Reconciled	0	\$0.00			\$0.00		
		Voided	0	\$0.00			\$0.00		
		Total	62	\$12,660,549.42			\$0.00		
All		Status	Count	Transaction Amount			Reconciled Amount		
		Open	62	\$12,660,549.42			\$0.00		
		Reconciled	0	\$0.00			\$0.00		
		Voided	0	\$0.00			\$0.00		
		Stopped	0	\$0.00			\$0.00		
		Total	62	\$12,660,549.42			\$0.00		
Grand Totals:									
EFTs		Status	Count	Transaction Amount			Reconciled Amount		
		Open	62	\$12,660,549.42			\$0.00		
		Reconciled	0	\$0.00			\$0.00		
		Voided	0	\$0.00			\$0.00		
		Total	62	\$12,660,549.42			\$0.00		
All		Status	Count	Transaction Amount			Reconciled Amount		
		Open	62	\$12,660,549.42			\$0.00		
		Reconciled	0	\$0.00			\$0.00		
		Voided	0	\$0.00			\$0.00		
		Stopped	0	\$0.00			\$0.00		
		Total	62	\$12,660,549.42			\$0.00		

Grand Totals:

# City Council Meeting Minutes

October 8, 2024

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



## 1. CALL TO ORDER

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

## 2. SALUTE TO THE FLAG

## 3. ROLL CALL AND DECLARATION OF CONFLICTS

Present: Councilmembers Cassandra Abram, Kevin Bixel, Rebecka Monez, Vice Mayor Pam Franco, and Mayor Amy Bublak.

Absent: None

Councilmember Abram	Councilmember Bixel	Vice Mayor Franco	Councilmember Monez	Mayor Bublak
None	None	None	None	None

## 4. APPROVAL OF AGENDA AS POSTED OR AMENDED

Motion: Approval of Agenda as posted, motioned by Councilmember Monez, seconded Vice Mayor Franco and carried 5/0 by the following vote:

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

## 5. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS, PRESENTATIONS, AND BRIEFINGS

### A. Turlock Police Department Animal Services – Adoptable Pets

Animal Services Supervisor Walthrop introduced a dog available for adoption at the shelter.

### B. Certificate of Recognition to Texas Roadhouse - Turlock in recognition of their donation to the 2024 State of Turlock event

Mayor Bublak presented the certificate of recognition to Marc Beckwith, Managing Partner of Texas Roadhouse.

### C. Citywide Energy and Infrastructure Program – Investment Grade Audit Update

Municipal Services Director Fisher introduced Jason Boyd, Program Manager for Willdan, who gave an updated on Citywide Energy and Infrastructure program.

## 6. PUBLIC PARTICIPATION

Mayor Bublak opened the item to public comment and the following members of the public spoke:

Karina Mendoza

**CITY OF TURLOCK  
CITY COUNCIL MEETING MINUTES  
TUESDAY, OCTOBER 8, 2024**

Adrian Sanchez  
Averie Stockeland  
Milt Trieweler  
Ron Bridegroom  
Alicia Bernard

With no further comments, Mayor Bublak closed public comment.

**7. CONSENT CALENDAR**

- A. Motion: Accepting the Weekly demands of September 6, 2024 through September 12, 2024 in the amount of \$917,728.23, September 13, 2024 through September 19, 2024 in the amount of \$1,414,728.26, the AP-Payroll Payment Register for May 31, 2024 in the amount of \$86,917.86, Payroll EFT June 2024 in the amount of \$2,086,042.13.
- B. Motion: Accepting the Minutes of the September 12, 2024 Special City Council Meeting, the Amended Minutes of the September 10, 2024 City Council Meeting, and the Minutes of the September 24, 2024 Regular City Council Meeting
- C. Motion: Waiving Reading of All Ordinances on the Agenda, Except by Title
- D. Motion: Reaffirming the determination made by the City Manager in response to the emergency created by the inoperative computer room air conditioning units at the Public Safety Facility and finding that the emergency will not permit a delay resulting from a competitive solicitation for bids pursuant to Public Contract Code 22050(c)(2) (Fisher)
- E. Resolution 2024-150: Approving an agreement (City Contract 2025-044) with Stommel Inc., DBA Lehr, for the purchase of emergency vehicle equipment and supplies pursuant to County of Placer contract SCN106312 and Turlock Municipal Code § 2-7-08(b)(5), in an amount not-to-exceed \$615,000, for a three (3) year term, expensed various Funds to G/L accounts ending in 46032 "Vehicle & Small Equipment Maintenance Parts" and 51020 "Equipment Replacement", for the Fleet Services Division (Barr)
- F. Item Pulled for Separate Consideration
- G. Resolution 2024-152: Approving the Tentative Agreement updating the Schedule of Benefits("SOB") between the City of Turlock ("City") and the Management Employees group, covering the period of July 1, 2024, through June 30, 2027, and appropriating \$240,556 in Fiscal Year 2024-2025 to various salary and benefit accounts (Dhami)

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

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

- 7F. Authorizing the City Manager to execute the first amendment to the Memorandum of Understanding between the City of Turlock and Stanislaus County Sheriff's Office, increasing the contract amount to six hundred twenty-seven thousand dollars (\$627,000) over five (5) years for Automated License Plate Recognition (Hedden)

**CITY OF TURLOCK**  
**CITY COUNCIL MEETING MINUTES**  
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Mayor Bublak opened the items for public comment, and with none, closed public comment.

**Action:** Resolution 2024-151: Authorizing the City Manager to execute the first amendment to the Memorandum of Understanding between the City of Turlock and Stanislaus County Sheriff's Office, increasing the contract amount to six hundred twenty-seven thousand dollars (\$627,000) over five (5) years for Automated License Plate Recognition, as motion by Vice Mayor Franco, seconded by Councilmember Monez, and carried 5/0 by the following vote:

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

**8. FINAL READINGS**

None

**9. PUBLIC HEARINGS**

- A. Adopting updated Sewer Service User Rates and approving the Sewer Rate Study as prepared by NBS Government Finance Group; Approving the Sewer and Regional Water Quality Control Facility Engineer's Report Update as prepared by Carollo Engineers, Inc; Ordinance: Introduction and first reading of an ordinance amending Turlock Municipal Code Title 6 (Sanitation and Health), Chapter 6-4 (Sewage Disposal), Article 1 (General Provisions); Article 4 (Fees and Charges); Article 5 (Wastewater Treatment Facility Capacity Charges); Article 7 (Sewer Service User Rates); Article 9 (Testing Methods and Procedures Used to Determine Influent Flow Characteristics); and Article 11 (Sewer Lines and Reimbursement) (Fisher)

Mayor Bublak opened the items for public comment and the following members of the public spoke:

Richard Decker  
Maryn Pitt  
Jeff Segars  
Travis Hill  
Milt Triewailer  
Name not provided  
Ron Bridegroom  
John Gabelon  
Name not provided

With no further comments, Mayor Bublak closed public comment.

At 7:09 p.m., Mayor Bublak called for a 5-minute recess so the City Clerk Trainee could count the protests.

At 7:13 p.m., Mayor Bublak called the meeting back to order and asked City Clerk Trainee Fiez to report on the protests.

City Clerk Trainee Fiez reported that 29 protests were received, and there were 18,108 parcels subject to the sewer rates, therefore a majority protest was not filed.

**CITY OF TURLOCK  
CITY COUNCIL MEETING MINUTES  
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**Action:**

Resolution 2024-153: Adopting updated Sewer Service User Rates and approving the Sewer Rate Study as prepared by NBS Government Finance Group

Resolution 2024-154: Approving the Sewer and Regional Water Quality Control Facility Engineer's Report Update as prepared by Carollo Engineers, Inc

Ordinance - 13XX: Introduction and first reading of an ordinance amending Turlock Municipal Code Title 6 (Sanitation and Health), Chapter 6-4 (Sewage Disposal), Article 1 (General Provisions); Article 4 (Fees and Charges); Article 5 (Wastewater Treatment Facility Capacity Charges); Article 7 (Sewer Service User Rates); Article 9 (Testing Methods and Procedures Used to Determine Influent Flow Characteristics); and Article 11 (Sewer Lines and Reimbursement)

As motioned by Councilmember Monez, seconded by Councilmember Bixel, and carried 5/0 by the following vote:

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

- B. Introduction and first reading of an Ordinance extending by Amendment, in a form approved by the City Attorney, the Development Agreement between Perfect Union and the City of Turlock for the operation of a cannabis retail dispensary at 2500 N. Golden State Boulevard, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 088-007-025 through June 30, 2025.

Mayor Bublak opened the items for public comment and the following members of the public spoke:

Angelica Sanchez  
Sean Raycraft

With no further comments, Mayor Bublak closed public comment.

**Action:** Ordinance-13XX: Introduction and first reading of an Ordinance extending by Amendment, in a form approved by the City Attorney, the Development Agreement between Perfect Union and the City of Turlock for the operation of a cannabis retail dispensary at 2500 N. Golden State Boulevard, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 088-007-025 through June 30, 2025 as motioned by Councilmember Monez, seconded by Vice Mayor Franco, and carried 4/1 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	No

- C. Introduction and first reading of an Ordinance extending by Amendment, in a form approved by the City Attorney, the Development Agreement between Fire House and the City of Turlock for the operation of a cannabis retail dispensary at 1601 W. Main Street, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 089-015-006 through June 30, 2025. (Werner)

**CITY OF TURLOCK**  
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Mayor Bublak opened the items for public comment and the following member of the public spoke:

Mike Warda

With no further comments, Mayor Bublak closed public comment.

**Action:** Ordinance-13XX: Introduction and first reading of an Ordinance extending by Amendment, in a form approved by the City Attorney, the Development Agreement between Fire House and the City of Turlock for the operation of a cannabis retail dispensary at 1601 W. Main Street, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 089-015-006 through June 30, 2025, as motioned by Councilmember Monez, seconded by Vice Mayor Franco, and carried 4/1 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	No

- D. Introduction and first reading of an Ordinance extending by Amendment, in a form approved by the City Attorney, the Development Agreement between JDI Farms, Inc. and the City of Turlock for the operation of an indoor cannabis cultivation, manufacturing, and distribution business at 600 D Street, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 043-018-016 through June 30, 2025 (Werner)

Mayor Bublak opened the items for public comment and the following member of the public spoke:

Zack Travon

With no further comments, Mayor Bublak closed public comment.

**Action:** Ordinance-13XX: Introduction and first reading of an Ordinance extending by Amendment, in a form approved by the City Attorney, the Development Agreement between JDI Farms, Inc. and the City of Turlock for the operation of an indoor cannabis cultivation, manufacturing, and distribution business at 600 D Street, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 043-018-016 through June 30, 2025, as motioned by Councilmember Monez, seconded by Vice Mayor Franco, and carried 4/1 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	No

## **10. ACTION ITEMS**

- A. Authorizing the City Manager to enter into an agreement with California State University Fresno Foundation, to offer Parent University virtual training classes at no cost to Turlock residents to be expensed to Fund 110 "General Fund" account 110-10-103.46060\_000 "Contract Services General" (Sims)

Mayor Bublak opened the items for public comment, and with none, closed public comment.

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**Action:** Resolution 2024-155: Authorizing the City Manager to enter into an agreement with California State University Fresno Foundation, to offer Parent University virtual training classes at no cost to Turlock residents, as motioned by Vice Mayor Franco, seconded by Councilmember Monez, and carried 5/0 by the following vote:

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

- B. Directing Councilmember Bixel to complete additional courses on the Brown Act and ethics, including the importance of the confidentiality requirement imposed on those participating in closed sessions (Petrulakis)

Mayor Bublak opened the item for public comment and the following member of the public spoke:

Ron Bridegroom

With no further comments, Mayor Bublak closed public comment.

**Action:** Motion: Directing Councilmember Bixel to complete additional courses on the Brown Act and ethics, including the importance of the confidentiality requirement imposed on those participating in closed sessions, as motioned by Councilmember Monez, seconded by Vice Mayor Franco, and carried 5/0 by the following vote:

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

- C. Approving an Amended and Restated promissory note, First Amendment to a loan agreement with forgivable terms, a modification to the deed of trust, and First Amendment to the Regulatory Agreement in a form approved by the City Attorney, between the City of Turlock and Turlock Gospel Mission, a 501(C)(3) non-profit organization, for the rehabilitation of the real property located at 432 S. Broadway, Turlock (APN #043-049-032-000) in the total amount of \$491,053, to be funded in the amount of \$91,053 from Fund 257 "State HOME Fund" account 257-41-491.47212 "Homeless Assistance Projects" and \$400,000 from Fund 255 "CDBG" account 255-41-485.47210\_006 "Housing Program Services Programs Public Improvements" subject to the terms and conditions as outlined in Attachment A, and authorizing the City Manager to execute all related and necessary documents.  
(Werner/Hampton)

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

Kris Kirakou  
Milt Trieweler  
John Gabelon

With no further comments, Mayor Bublak closed public comment.

**Action:** Resolution 2024-XXX: Approving an Amended and Restated promissory note, First Amendment to a loan agreement with forgivable terms, a modification to the deed of trust, and First Amendment to the Regulatory Agreement in a form approved by the City Attorney, between

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the City of Turlock and Turlock Gospel Mission, a 501(C)(3) non-profit organization, for the rehabilitation of the real property located at 432 S. Broadway, Turlock (APN #043-049-032-000) in the total amount of \$491,053, to be funded in the amount of \$91,053 from Fund 257 "State HOME Fund" account 257-41-491.47212 "Homeless Assistance Projects" and \$400,000 from Fund 255 "CDBG" account 255-41-485.47210\_006 "Housing Program Services Programs Public Improvements" subject to the terms and conditions as outlined in Attachment A, and authorizing the City Manager to execute all related and necessary documents.

Councilmember Monez motioned to table this item to a date not specified, seconded by Councilmember Bixel, and carried 5/0 by the following vote:

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

**11. CITY MANAGER REPORTS/UPDATES**

A. Monthly Department Reports

**12. COUNCILMEMBER COMMENTS AND ANNOUNCEMENTS**

Councilmember Abram noted that the Fire Department annual open house was a great community event.

Vice Mayor Franco thanked the Turlock Police Association/Widows and Orphans Foundation for their fundraising dinner. She announced that on October 12, 2024, venture fitness is having a women's self-defense class.

Councilmember Monez congratulated the Turlock Police Association/Widows and Orphans Foundation for a successful event, and reminded everyone that one hundred percent of their fundraising goes to the families.

Mayor Bublak announced that she attended the Grand Oaks 5-year anniversary celebration, and the 150-year anniversary of the Masons of California Turlock No 236.

**13. COUNCILMEMBER ITEMS FOR FUTURE CONSIDERATION**

None

**14. 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: Deputy City Manager Sarah Eddy  
Employee Organization: Turlock City Employees Association  
Employee Organization: Turlock Firefighters Association-Local 2434  
Employee Organization: Turlock Management Association-Public Safety  
Unrepresented Groups: Turlock Management Employees
- 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

**CITY OF TURLOCK  
CITY COUNCIL MEETING MINUTES  
TUESDAY, OCTOBER 8, 2024**

the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.” Potential Case(s): Three (3)

**15. REPORTS FROM CLOSED SESSION**

None

**16. ADJOURNMENT**

Mayor Bublak adjourned the meeting at 8:30 p.m.

Respectfully submitted

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Nichole Fiez, City Clerk Trainee

# City Council Special Meeting Minutes

October 15, 2024

5:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



## 1. CALL TO ORDER

Mayor Bublak called the special meeting to order at 5:00 p.m.

## 2. SALUTE TO THE FLAG

## 3. ROLL CALL AND DECLARATION OF CONFLICTS

Present: Councilmembers Cassandra Abram, Kevin Bixel, Vice Mayor Pam Franco, and Mayor Amy Bublak.

Absent: Councilmember Rebecka Monez

Councilmember Abram	Councilmember Bixel	Vice Mayor Franco	Councilmember Monez	Mayor Bublak
None	None	None	Absent	None

## 4. PUBLIC PARTICIPATION

Mayor Bublak opened the item to public comment with none further comments, Mayor Bublak closed public comment.

## 5. CLOSED SESSION

- A. Public Employee Appointment, Cal. Gov't Code 54957 (b)(1) "Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."

Title: Acting City Manager

## 6. REPORTS FROM CLOSED SESSION

Mayor Bublak reported that in closed session Council voted to appoint Sarah Eddy as Acting City Manager immediately.

## 7. ADJOURNMENT

Mayor Bublak adjourned the meeting at 5:28 p.m.

Respectfully submitted

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Nichole Fiez, City Clerk Trainee

**Agenda Item 7C**

**Motion: Waiving Reading of All Ordinances on the Agenda, Except by Title**

## City Council Staff Report

October 22, 2024



From: Christopher Fisher, Municipal Services Director  
 Prepared by: Stephen Fremming, Principal Civil Engineer  
 Agendized by: Sarah Eddy, Acting City Manager

### 1. ACTION RECOMMENDED:

Motion: Reaffirming the determination made by the City Manager in response to the emergency created by the inoperative computer room air conditioning units at the Public Safety Facility and finding that the emergency will not permit a delay resulting from a competitive solicitation for bids pursuant to Public Contract Code 22050(c)(2)

### 2. DISCUSSION OF ISSUE:

Two (2) computer room air conditioning (CRAC) units located inside a server room at the Public Safety Facility provide cooling and humidity control for sensitive computer and server equipment. The IT Department roughly estimates that the units preserve \$3 to \$4 million worth of temperature and humidity-sensitive equipment related to IT, dispatch, 911, radio, and battery equipment. One (1) CRAC unit is no longer operational and cannot be replaced as parts are not available due to the equipment manufacturer going out of business. Over some days in the week of July 8th, one of the units was stripped of parts to keep the other unit temporarily operational. However, there is a high probability of failure of this unit. There is significant concern that damage will occur to the sensitive computer equipment as a result of high heat and humidity if this unit goes down.

On July 15, 2024, the City Manager declared, under the authority delegated to the City Manager by City of Turlock Resolution No. 2010-028 (Attachment B), replacement of the units an emergency (Attachment A) and ordered replacement of the affected facilities as authorized by Section 22050 of the Public Contract Code. The replacement will occur under City Project No. 24-035 and any other necessary actions as detailed in the Declaration of Emergency.

On July 23, 2024, the City Manager executed a contract with Champion Industrial Contractors, Inc. (Champion) in the amount of \$299,377 for the construction of City Project No. 24-035 "Server Room AC Unit Replacement at the Public Safety Facility". Champion has been given Notice to Proceed with project deliverables. City staff had anticipated that the new CRAC units would be installed in the first quarter of 2025 due to prior schedule projections provided by Champion due to an extensive lead time for fabrication and delivery of the equipment. City staff received an update from Champion in early August 2024 that the equipment is now expected to ship by mid-October 2024.

On August 27, 2024, City Council approved an appropriation of funding for from Fund 118 "Measure A" unallocated reserves for the expenses associated with this project and authorized a construction contingency amount for any necessary change orders related to the project.

**3. BASIS OF RECOMMENDATION:**

- A. Pursuant to Public Contract Code § 22050(c), the Council must review the emergency action at every regularly scheduled meeting until the action is terminated.

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

The total estimated construction costs are displayed below:

Construction Contract	\$299,377
Construction Contingency	\$15,000
Construction Engineering	\$10,000
Estimated Building Permit Fee	\$1,000
<b>Total Estimated Project Cost in FY 24/25</b>	<b>\$325,377</b>

The designated project account number for FY 24/25 for this project is Fund 118 "Measure A" account number 118-20-205.51413 "HVAC".

**5. STAFF RECOMMENDATION:**

Recommend approval.

**6. CITY MANAGER COMMENTS:**

Recommend approval.

**7. ENVIRONMENTAL DETERMINATION:**

This project was found to be exempt from CEQA per Section 15302 (Replacement or Reconstruction) of the California Environmental Quality Act (CEQA) Guidelines on July 23, 2024, as this section of the guidelines exempts projects that involve replacement of existing facilities where located at the same site and having substantially the same purpose as the replaced facility. No additional environmental determination is required.

**8. ALTERNATIVES:**

- A. City Council could choose not to reaffirm the emergency declaration. This alternative is not recommended because of the significant potential negative impact to public safety if this equipment is inoperative.

- D. Provide staff with direction on how to proceed.

**9. ATTACHMENTS:**

1. Attachment A - Emergency Declaration
2. Attachment B - Resolution 2010-028



**REAGAN M. WILSON**  
CITY MANAGER

---

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 |

## **DECLARATION OF EMERGENCY**

### **REPLACEMENT OF COMPUTER ROOM AIR CONDITIONING (CRAC) UNITS IN THE SERVER ROOM AT THE PUBLIC SAFETY FACILITY**

Two (2) computer room air conditioning (CRAC) units located inside the Public Safety Facility provide cooling and humidity control for sensitive computer and server equipment. The IT Department roughly estimates that the room contains at least \$1 million worth of assets on the IT side and likely another \$2 million to \$3 million worth of assets for dispatch, 911, radio, and battery equipment. Each CRAC unit is equipped with two compressors. Three of the four compressors are no longer operational and cannot be replaced as parts are not available due to the equipment manufacturer going out of business. Last week, one of the units was stripped of parts to keep the other unit temporarily operational. However, there is a high probability of failure of this unit. There is significant concern that damage will occur to the sensitive computer equipment as a result of high heat and humidity if this unit goes down.

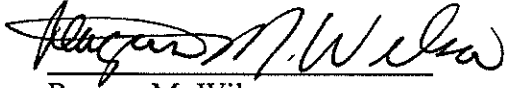
By way of further explanation, CRAC units provide both cooling and humidity control. Elevated temperature and lack of humidity control of electronic components have both short-term and long-term effects. Acute heat exposure effects can range from shut down up to component failure. Additionally, heat exposure to electronics have been demonstrated to be cumulative and can significantly shorten the overall life. The conditioned space is representative of the amount of heat that can be absorbed by the space and rejected, not the actual temperature of the components. Small increases in room temperature can lead to significant increases at the component level. The one (1) operating damaged unit is minimally sufficient and two (2) temporary cooling units are available as back-ups. However, the temporary units do not have the ability to control humidity. Operating with temporary units that do not have humidity control is precarious. If a temporary unit removes too much humidity, there is risk of discharging static electricity causing shorts within the components. Higher humidity will lead to corrosion of components. Corrosion is most commonly found at termination and connection points, often causing intermittent functionality problems that are difficult to find and correct.

Use of the emergency provisions under Section 22050 of the Public Contract Code will accelerate replacement of the CRAC units by approximately 80 (eighty) business days which significantly reduces the risk of having to rely upon the back-up units if the functioning CRAC unit becomes disabled.

In accordance with 22050 of the Public Contract Code and by the authority delegated to me by City of Turlock Resolution No. 2010-028, I, Reagan M. Wilson, as City Manager of the City of Turlock, hereby declare an emergency and: (1) order immediate replacement of the CRAC units described

above; and (2) instruct City staff to take any directly related and immediate action required by the emergency including, without limitation, procuring the necessary equipment, services, and supplies for these emergency purposes without giving notice for bids to let contracts.

**Approved By:**

A handwritten signature in black ink, appearing to read "Reagan M. Wilson", written over a horizontal line.

Reagan M. Wilson  
City Manager

**Date:**

**7/15/2024**

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DELEGATING AUTHORITY	}	RESOLUTION NO. 2010-028
TO THE CITY MANAGER TO DECLARE AN	}	
EMERGENCY AND ORDER REPAIR OF OR	}	
REPLACEMENT OF PUBLIC FACILITIES,	}	
TAKE ANY DIRECTLY RELATED AND	}	
IMMEDIATE ACTION REQUIRED BY THAT	}	
EMERGENCY, AND PROCURE THE	}	
NECESSARY EQUIPMENT, SERVICES, AND	}	
SUPPLIES FOR THOSE PURPOSES, WITHOUT	}	
GIVING NOTICE FOR BIDS TO LET	}	
CONTRACTS PURSUANT SECTION 22050(a)(1)	}	
AND 22050(b)(1) OF THE PUBLIC CONTRACT	}	
CODE	}	

---

**WHEREAS**, there are times when sudden, unexpected occurrences pose a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services (hereinafter "emergency"); and

**WHEREAS**, during an emergency, time is of the essence and correcting these failures by formal bid processes is not feasible; and

**WHEREAS**, Section 22050(a)(1) of the Public Contract Code provides in the case of an emergency, a public agency pursuant to a 4/5ths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

**WHEREAS**, Section 22050 (b) (1) of the Public Contract Code provides that the governing body by a 4/5ths vote may delegate by resolution to the City Manager the authority to order any action pursuant to 22050(a)(1).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby, pursuant to section 22050(b)(1) of the Public Contract Code, delegate to the City Manager the authority to determine when an emergency exist and may repair or replace a public facility, take any directly related and immediate action required by the emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts, pursuant to Public Contract Code section 22050(a)(1).

Pursuant to section 22050(b)(3) of the Public Contract Code, if the City Manager orders any action specified in the preceding paragraph, s/he shall report to the City Council

at its next meeting the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

The City Council shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by 4/5ths vote, that there is a need to continue the action, unless the City Manager has terminated that action prior to the City Council reviewing the emergency action and making a determination

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of January 2010, by the following vote:

AYES: Councilmembers Bublak, Howze, Jackson, Spycher and Mayor Lazar

NOES: None

ABSTAIN: None

NOT PARTICIPATING: None

ABSENT: None

ATTEST:

Rhonda Greenlee  
Rhonda Greenlee, MMC  
City Clerk, City of Turlock, County  
of Stanislaus, State of California

## City Council Staff Report

October 22, 2024



From: Christopher Fisher, Municipal Services Director  
 Prepared by: Juan Gutierrez, Transit Analyst  
 Agendized by: Sarah Eddy, Acting City Manager

### 1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2024-011 and approving an update to the City of Turlock's Title VI Program for Federal Fiscal Years (FFY) 2024-2026 as required by the Federal Transit Administration (FTA) for recipients of federal transit funding

### 2. DISCUSSION OF ISSUE:

As a recipient of federal transit funding the City of Turlock is required to adhere to federal anti-discrimination laws and regulations, including Title VI of the Civil Rights Act of 1964, 49 Code of Federal Regulations (CFR) Section 21 and Federal Transit Administration (FTA) Circular 4702.1B. These regulations protect people from discrimination based on race, color, and national origin in programs and activities receiving federal assistance.

One of these requirements is that recipients of federal funds adopt a Title VI program every three (3) years, which the City adopted on February 13, 2024 via Resolution No. 2024-011. City staff is now seeking to revise this Program based on feedback received during an on-site FTA Triennial Review. The revisions involve clerical corrections and clarifications regarding processes. These are technical changes that are required by FTA to meet compliance standards, but do not materially change the way transit services are provided.

If approved by the City Council, City staff will submit the revised Title VI Program to FTA for their review and approval. If FTA approves, they will issue a letter of concurrence. If FTA does not approve, or if they elect to approve with conditions, they will issue the City a letter that outlines their position and what corrective actions, if any, need to be taken by the City.

### 3. BASIS OF RECOMMENDATION:

As a recipient of federal operating assistance, the City of Turlock is required to maintain a Title VI Civil Rights Program and revise the Program every three (3) years.

### 4. FISCAL IMPACT / BUDGET AMENDMENT:

There are no direct or indirect expenses associated with the adoption of the proposed Title VI Civil Rights Program revision.

### 5. STAFF RECOMMENDATION:

Recommend approval.

### 6. CITY MANAGER COMMENTS:

Recommend approval.

### 7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act

(CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

**8. ALTERNATIVES:**

1. Reject approval of the proposed Title VI Civil Rights Program Update for FFY 2024-2026. Staff does not recommend this approach because the program is a requirement when receiving federal operating assistance and it is necessary to remain in compliance with federal regulations.

**9. ATTACHMENTS:**

1. Draft Resolution
2. Exhibit A
3. Resolution 2024-011 - Title VI Program Update FFY 2024-2026

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING  
RESOLUTION NO. 2024-011 AND  
APPROVING AN UPDATE TO THE CITY OF  
TURLOCK’S TITLE VI PROGRAM FOR  
FEDERAL FISCAL YEARS (FFY) 2024-2026  
AS REQUIRED BY THE FEDERAL TRANSIT  
ADMINISTRATION (FTA) FOR RECIPIENTS  
OF FEDERAL TRANSIT FUNDING

}  
}  
}  
}  
}  
}  
}  
}  
}

RESOLUTION NO. 2024-

**WHEREAS**, the City of Turlock (City) submits transit grant applications to the Federal Transit Administration (FTA) for federal operating assistance and capital funding under programs that include, but not limited to, the Urbanized Area Program Transportation funds (49 U.S.C. §5307) and the Bus and Bus Facility program funds (49 U.S.C. §5339); and

**WHEREAS**, as a recipient of federal funds the City is required to meet federal regulatory requirements pursuant to Title VI of the Civil Rights Act of 1964, 42 U.S.C § 2000d *et seq.*, and create a Title VI Program, as established by 49 C.F.R. part 21; and

**WHEREAS**, the FTA has requested the City provide a Title VI Program update that ensures that no person or group of persons on the basis of race, color, or national origin is subject to discrimination in the level and quality of transportation services and benefits and that steps are taken to ensure that persons with Limited English Proficiency are provided these rights; and

**WHEREAS**, on February 13, 2024, the City Council adopted the Federal Fiscal Year (FFY) 2024-2026 Title VI Program through Resolution No. 2024-011, demonstrating the City's commitment to ensuring equitable access to transportation services and compliance with federal civil rights regulations; and

**WHEREAS**, following the review and comments provided by the Federal Transit Administration (FTA), the City recognizes the need to address compliance issues and enhance its Title VI Program; and

**WHEREAS**, to maintain full compliance with FTA regulations and further strengthen its commitment to civil rights and equitable transit services, the City seeks to adopt an updated version of the FFY 2024-2026 Title VI Program that incorporates the FTA's feedback and recommendations.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby rescind Resolution No. 2024-011 and approve an update to the City of Turlock's Title VI Program for Federal Fiscal years (FFY) 2024-2026 as required by the Federal Transit Administration (FTA) for recipients of federal transit funding.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 22<sup>nd</sup> day of October, 2024, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## 2024 Title VI Program

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Community • Accessibility • Service • Projects • Activities • Public Engagement • Safety  
Language English Proficient • Environmental Justice • Effective Communication  
Sustainability • Excellence • Innovation • Continuous Improvement

City of Turlock  
Transit Division  
1418 N. Golden State Blvd., Suite 1  
Turlock, CA 95380  
Phone: (209) 669-2800

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## Introduction

We envision a continuously improving transit system for our community by providing excellent transit programs that are innovative, sustainable, and affordable.

The [City of Turlock](#) established its non-profit public transportation system on August 25, 1975 with Dial-A-Ride (DAR), which provided demand-response transit needs to both Turlock and Denair. On November 23, 1998 the City began its fixed route transit system, Bus Line Service of Turlock (BLaST), with two routes and eventually expanding to four routes servicing Turlock. On January 2, 2017 BLaST was rebranded under the name: Turlock Transit.

The rebranding came with a totally redesigned six-route system accompanying our DAR service to better meet the needs of our passengers. We highly value the input provided by our community members and we are determined to develop programs that satisfy the transit service needs for most, if not all, of our area's transit riders. Through a series of public engagement activities aimed at connecting with our stakeholders, we gain insight about the transit related needs directly from those who use transit and are affected by the program, services, and activities that we provide.

As a result of the City's commitment to listening and taking feedback received from the community, the City decided to enhance its transportation services in Turlock through the inclusion of two new projects. On September 6, 2022, route (Route 7) was added to our fixed route service and our Dial-A-Ride (DAR) program was enhanced by splitting it into a focused, complimentary Paratransit service and launching a new On-Demand pilot program. The added On-Demand service provides door-to-door transportation within Turlock and neighboring Denair for all area residents.

By working together with community members, leaders, and decision makers the City of Turlock will continue to improve the local public transit system to meet the dynamic needs of our community, in addition to ensuring that our transit programs are consistently compliant with DOT and FTA requirements. We have seen our ridership increase steadily in recent years, from 185,410 passengers in Fiscal Year (FY) 2019-20 (pre-pandemic numbers) to 337,067 in FY 2023-24.

Moving forward, we are committed to providing high-quality transit services with excellence in reliability of services and staffing, innovation with new technology and efficient business approaches, and a sustainable public transportation system that reduces traffic congestion and improves air quality leading to a brighter future for California's Central Valley.

## City Resolution

### BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION  
NO. 2024-011 AND APPROVING AN UPDATE TO  
THE CITY OF TURLOCK'S TITLE VI PROGRAM  
FOR FEDERAL FISCAL YEARS (FFY) 2024-2026  
AS REQUIRED BY THE FEDERAL TRANSIT  
ADMINISTRATION (FTA) FOR RECIPIENTS OF  
FEDERAL TRANSIT FUNDING

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RESOLUTION NO. 2024-

**WHEREAS**, the City of Turlock (City) submits transit grant applications to the Federal Transit Administration (FTA) for federal operating assistance and capital funding under programs that include, but not limited to, the Urbanized Area Program Transportation funds (49 U.S.C. §5307) and the Bus and Bus Facility program funds (49 U.S.C. §5339); and

**WHEREAS**, as a recipient of federal funds the City is required to meet federal regulatory requirements pursuant to Title VI of the Civil Rights Act of 1964, 42 U.S.C § 2000d *et seq.*, and create a Title VI Program, as established by 49 C.F.R. part 21; and

**WHEREAS**, the FTA has requested the City provide a Title VI Program update that ensures that no person or group of persons on the basis of race, color, or national origin is subject to discrimination in the level and quality of transportation services and benefits and that steps are taken to ensure that persons with Limited English Proficiency are provided these rights; and

**WHEREAS**, on February 13, 2024, the City Council adopted the Federal Fiscal Year (FFY) 2024-2026 Title VI Program through Resolution No. 2024-011, demonstrating the City's commitment to ensuring equitable access to transportation services and compliance with federal civil rights regulations; and

**WHEREAS**, following the review and comments provided by the Federal Transit Administration (FTA), the City recognizes the need to address compliance issues and enhance its Title VI Program; and

**WHEREAS**, to maintain full compliance with FTA regulations and further strengthen its commitment to civil rights and equitable transit services, the City seeks to adopt an updated version of the FFY 2024-2026 Title VI Program that incorporates the FTA's feedback and recommendations.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby rescind Resolution No. 2024-011 and approve an update to the City of Turlock's Title VI Program for Federal Fiscal years (FFY) 2024-2026 as required by the Federal Transit Administration (FTA) for recipients of federal transit funding.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 22<sup>nd</sup> day of October, 2024, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

## Title VI Statement Notice to The Public

### TITLE VI POLICY STATEMENT

The City of Turlock is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color or national origin, as protected by Title VI of the Civil Rights Act of 1964. The City assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. In addition, the City will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency. If you believe you have been subjected to discrimination under Title VI, you may file a written complaint with the Title VI Coordinator, City of Turlock, 156 South Broadway, Suite 230, Turlock, CA 95830-5454; at (209) 668-5540; or available online complaint forms and instructions at [www.turlocktransit.com](http://www.turlocktransit.com). For additional information on Title VI obligations or any other Title VI related questions or comments, please contact the Title VI Coordinator at the information listed above. For all other questions and comments, please contact the City of Turlock's Transit Administration office at 1418 N. Golden State Blvd, Suite 1, Turlock, CA 95380 or at (209) 669-2800.

## Title VI Policy

### TITLE VI POLICY

The City of Turlock (City) will ensure that all programs, policies, and activities that are funded with federal assistance comply with the Title VI regulations. The City is committed to creating and maintaining a public transit service that is free of all forms of discrimination. The City will take whatever preventive, corrective and disciplinary action necessary for behavior that violates this policy or the rights and privileges it is designed to protect. The City establishes and complies with the following Title VI requirements.

The City ensures compliance in accordance with [49 CFR Section 21.7](#). Every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with Title VI of the Civil Rights Act of 1964, as required to provide an annual Title VI certification and assurance.

The City shall provide information to the public regarding their Title VI obligations and apprise members of the public of the protections against discrimination afforded to them by Title VI. The City as a transit service provider shall disseminate this information to the public through measures that can include but shall not be limited to a posting on the agency's website, as required to notify beneficiaries of protection under Title VI, [49 CFR Section 21.9\(d\)](#).

The City shall develop procedures for investigating and tracking Title VI complaints filed, and make procedures for filing a complaint available to members of the public upon request, as required to develop Title VI Complaint Procedures, [49 CFR Section 21.9\(b\)](#).

The City shall prepare and maintain a list of any active investigations conducted by entities other than the FTA, lawsuits, or complaints naming the recipient that allege discrimination on the basis of race, color, or national origin. This list shall include the date of the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response to the investigation, lawsuit, or complaint, as required to record Title VI Investigations, Complaints and Lawsuits, 49 CFR Section 21.9(b).

The City shall take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP).

The City, at the discretion of the FTA, shall provide information other than that required by the referenced circular as may be requested, in writing, from a recipient in order to investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI requirements.

The City shall report certain general information to determine their compliance with Title VI. The collection and reporting of this program constitute the recipients' Title VI Program. To ensure compliance with 49 CFR Section 21.9(b), FTA requires that all recipients document their compliance with this chapter by submitting a Title VI Program to FTA's regional civil rights officer once every three years.

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## TITLE VI PROGRAM UPDATE

Category: Transit - Civil Rights

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### I. PURPOSE

The Federal Transit Administration (FTA) is responsible for ensuring that its funding recipients fully comply with [Title VI of the Civil Rights Act of 1964](#), in their planning and implementation processes. Pursuant to ([Title 49 U.S.C. Chapter 53](#)), as amended, the City of Turlock is the designated recipient of funds under FTA sections §5307 and §5339. Further Federal guidance, provided by [Executive Order 12898](#), highlights the City's responsibility to ensure that Environmental Justice is incorporated into the City's mission to provide safe, convenient, courteous and reliable transit service for the greater Turlock urbanized area.

While it is a matter of principle that the City of Turlock is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or subjected to discrimination in the receipt of any of the City's services on the basis of race, color or national origin, the contents of this program have been prepared in accordance with [Section 601 of Title VI of the Civil Rights Act of 1964](#) and [Executive Order 13166](#) (Improving Access to Services for Persons with Limited English Proficiency). As the designated federal funds recipient, the City prepares a triennial Title VI Update Report in accordance with the [FTA Circular](#) dated October 1, 2012, which assesses compliance of the City, its subrecipients, and contractors with the Civil Rights Act of 1964.

The City must also ensure that there is Title VI consideration whenever there is a change in service that could impact minority communities. In particular, the City transit operations must describe significant service changes relating to hours or days of operation, headways or fares, etc., and provide an analysis of the effect that any proposed changes may have on minority and low-income communities. This policy provides a delineation of that service review.

### II. TITLE VI PROGRAM MONITORING

The requirement to establish internal monitoring processes and methodologies is applicable to all recipients of Federal assistance. The City must monitor its services once a year, or when major service changes are proposed, using the procedures outlined in this section.

#### a. Civil Rights Assurance

The Assurances that are signed by the City Manager and attested by the City Attorney, assure that the level and quality of transit service and related benefits are provided in a manner

consistent with Title VI. Program monitoring is conducted to ensure that the City complies with this assurance.

**b. Corrective Actions in Federal Transportation Improvement Plan (FTIP).**

If previous Title VI deficiencies have been found in the City or through an audit review, the corrective action to remedy these deficiencies will be incorporated into Stanislaus Council of Governments' (StanCOG) FTIP to assure compliance with Title VI.

**c. Monitoring Procedures**

The City must implement complaint procedures to monitor the level and quality of transit service provided to the minority community against overall system averages to determine compliance with Title VI. These comparisons will measure the actual realization of established service policies and standards.

### **III. PUBLIC INFORMATION REQUIREMENTS**

The City will disseminate Title VI Program information to its employees, contractors, subcontractors, and beneficiaries as well as the general public. Public dissemination will include the posting of public statements, inclusion the Title VI language in contracts, and publishing Title VI Policy Statement in rider guides.

**a. Title VI Accessibility**

The City's Title VI Policy and any other related information will be available to the public upon request.

**b. Complaint Procedures**

More detailed information regarding complaint procedures and Title VI Civil Rights statute will be included in brochures and other materials distributed to the public.

**c. Multilingual Requirements.**

Where a significant number or portion of the population eligible to be served by transit needs service information in a language other than English to participate in Federally funded programs, the City shall take every reasonable step to provide information in appropriate languages. In cases where the City posts signs warning the general public about dangerous situations, information must be displayed in iconic post or other languages when a significant number of the population is non-English speaking.

### **IV. LIMITED ENGLISH PROFICIENCY (LEP) PLAN**

Title VI of the Civil Rights Act of 1964 prohibits recipients of federal financial assistance from discriminating against or otherwise excluding individuals on the basis of race, color, or national origin in any of their activities. It has been recognized that one form of discrimination occurs

through an inability to communicate due to a limited proficiency in the English language. [Title VI of the Civil Rights Act of 1964](#), [Executive Order 13166](#), and various directives from the US Department of Justice (DOJ) and the US Department of Transportation requires federal aid recipients to take reasonable steps to ensure meaningful access to programs, services, and activities by those who do not speak English proficiently.

To determine the extent to which LEP services are required and in which languages, the law requires the analysis of four factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the City's programs, services, or activities.
2. The frequency with which LEP individuals come in contact with these programs, services, or activities.
3. The nature and importance of the program, service, or activity to people's lives.
4. The resources available and overall cost.

The goal of the LEP Access Plan is to ensure that the City identifies and recognizes the needs of the LEP members of the Turlock community and implements a plan to communicate effectively, assuring reasonable access to City processes, information, services, and activities.

## Four-factor Analysis

This Limited English Proficiency (LEP) Plan was developed as part of the City of Turlock's Title VI Program to ensure that all City transit services are accessible to individuals with limited English proficiency. The plan aims to eliminate language barriers and provide equal access to City transit programs, services, and activities for LEP residents. By implementing this comprehensive LEP Plan, Turlock demonstrates its commitment to inclusivity and compliance with federal civil rights laws.

**Factor 1:** *Identify LEP Persons in Transit Service Area. The number and proportions of LEP Persons served or encountered in the City of Turlock's service area.*

Methodology for Data Sources:

- Determine LEP population in Transit Service Area (City of Turlock urbanized area) the most current US Census Data will be the primary base for this analysis. The City will complement the Census data with other data sources available through the California Department of Education Demographics Office.

According to the 2020 U.S. Census data and the 2022 American Community Survey (ACS), approximately 34% of the City's population speaks a language other than English at home; the Spanish language is the most used non-English speaking language at 23% of the City's population.

The ACS report did not specify other languages spoken at home, but it did record 11% of the population.

The California Department of Education Demographics Office's Fiscal Year 2022/2023 Stanislaus County Report corroborates this data, revealing that 25% of enrolled students are classified as English learners, with Spanish being the predominant language among them at 79%.

**Factor 2:** *The frequency of contacts between LEP Individuals and City Transit services.*

Methodology:

- Conduct survey of LEP persons
- Survey and collect data from drivers, route supervisors, and ticket/monthly pass agents to determine the frequency of contact with LEP persons, and quantify the different numbers of total distinguished as the languages spoken.

**Factor 3:** *Assessing the importance of City Transit program, activities, and services.*

Methodology:

- Identify the importance of services provided by the City of Turlock to the LEP population.

The city's transit services serve as the essential lifeline for individuals who rely on public transportation to navigate their daily lives, facilitating access to medical appointments, shopping, and commuting to school and work.

The City of Turlock Transit Staff has identified the following activities to help enhance communication with LEP individuals

- Translation of public notices regarding services or activities
- Translation of general route information
- Translation of transit fare information
- Translation of safety/security information
- Translation of information that raises the awareness of prohibited activities

**Factor 4:** *City resources available and costs.*

Methodology:

- Create an inventory of language assistance measures currently provided, along with the associated cost.
- Determine what, if any, additional services are needed to provide meaningful access.
- Analyze City annual transit/transportation budget.

The City of Turlock will ensure that public notices and general information, such as the riders guide is written in Spanish and made available for viewing in places where individuals with limited English proficiency congregate such as the Roger K. Fall Transit Center. In addition, to improve meaningful access, transit fares have been written in Spanish and posted on the buses and at the Transit Center. Lastly, a built-in widget on the Turlock Transit website enables for information to be translated to major languages.

City Transit staff will also maintain a list of those staff members who speak a language other than English to provide points of contact for person needing information.

## **Language Assistance Plan**

Based on findings of the four-factor analysis, the City recognizes the need to continue providing language services in its transit service area. A review of relevant City programs, activities, and services that are being offered or will continue to be offered by the City include the following:

- Maintain a list of employees who competently speak Spanish and are willing to provide translation and/or interpretation services and distribute this list to staff that regularly have contact with the public.
- Vital documents are available in both English and Spanish.
- Public Notices are available in both English and Spanish.
- General information, such as transit maps and bus stop information available in English and Spanish.
- Transit fare information posted in both English and Spanish.
- Outreach meetings/forums are conducted regularly to inform communities of the services offered by the City. Information is provided by bilingual staff on site to answer any questions and to address concerns.

The City, or it's contractor(s)/agent(s), will contact the community organizations that serve LEP persons, as well as LEP persons themselves, and perform a four-factor analysis during the development of its Short-Range Transit Plan (SRTP) to identify what, if any additional information or activities that, might better improve the City services to assure non-discriminatory services to LEP persons. The City Transit staff will then evaluate the projected financial and personnel needed to provide the requested service enhancement and assess the cost-effectiveness of the improvement.

The failure to provide written translations under the circumstances outlined above does not mean there is noncompliance. Instead, the safe harbor provisions provide a guide to enhance compliance requirements than can be provided by a fact-intensive, four factor analysis.

## V. TITLE VI SERVICE REVIEW

A Title VI analysis shall occur whenever there is a significant change to service provision, including the following:

- Route extensions
- Route eliminations
- Frequency changes of more than 25%

Major service adjustments are generally those that constitute an aggregate change of 25 percent or more in route miles or hours when compared on a daily basis. This includes system wide route restructuring, or adding and deleting service. Other types of major service adjustments may include significant changes to how transit services are provided.

### Major Service Adjustment Review

For changes that impact 25% or more routes within the service area, the City shall conduct a Title VI review that includes the following:

- **Level of Service Review**

Service provided to minority communities under the service change proposal shall be measured in terms of current City standards for frequency, span of service, vehicle load and distance to bus routes to determine if any proposed change would result in disproportionately high and adverse impacts to minority communities. This analysis shall include the identification of minority census tracts for purposes of comparing outcomes in those areas to those in the general service area.

- **Quality of Service Review**

Using transit travel time, fare matrices, or other appropriate indices, the City shall analyze the service provided to minority communities under the service proposal. The City shall select the top three most traveled destinations in the service area and compare the impacts associated with the proposal on minority and non-minority communities to determine if the proposal will result in disproportionately high and adverse impacts to minority communities. The review shall include cost per revenue mile and number of affected riders.

- **Mitigation of Impacts**

If the service proposals result in adverse or disproportionate impact on minority or low-income communities, the City must identify the following:

- Alternatives to the service proposal that would have fewer negative impacts and rationale for not selecting them
- Transit options that would be available for riders who would be negatively affected
- Measures to avoid, minimize or mitigate the negative impacts of the service change

### Minor Service Adjustment Review

Also covered under this policy are other changes to service that may result in a disproportionately high and adverse impact to minority communities as referenced in the FTA Circular, yet do not meet the 25% threshold for "Major Adjustments of Transit Service". These changes shall be characterized as "Minor Service Adjustments".

For changes that impact fewer than 25% of the routes within the service or planning area, the City shall conduct a Title VI analysis that includes the following:

- **Level of Service Review**

Service provided to minority communities under the service change proposal shall be evaluated in terms of current City standards for frequency, span of service, vehicle load and access to bus routes to determine if any proposed service change would result in disproportionately high and adverse impacts to minority communities.

The evaluation should identify any changes to the following within the affected minority and low-income neighborhoods:

- Number of riders affected
- Service frequency
- Span of service
- Walking distance to bus route

- **Mitigation of Impacts**

The City shall also identify whether the minor service changes would result in adverse or disproportionate impacts on minority and low-income communities, and provide a description, if any, of the mitigations, options and alternatives.

## **VI. ENVIRONMENTAL JUSTICE**

The concept of environmental justice includes the identification and assessment of disproportionately high and adverse effects of programs, policies, or activities on minority and low-income population groups. Within the context of transportation planning, environmental justice considers the relative distribution of costs and benefits from transportation investment strategies and policies among different segments of society.

The City shall be responsible for evaluating and monitoring environmental justice compliance with Title VI. The City staff will:

- Ensure Title VI environmental compliance
- Analyze and make findings regarding the population affected by the action
- Analyze and make findings regarding the impacts of planned projects on protected Title VI groups, and determine if there will be a disproportionately high and adverse impact on these groups.

## VII. COMPLAINTS OF DISCRIMINATION PROCEDURE

These procedures cover all complaints filed under [Title VI](#) of the Civil Rights Act of 1964, [Section 504 of the Rehabilitation Act of 1973](#), [Civil Rights Restoration Act of 1987](#), and the [Americans with Disabilities Act of 1990](#), relating to any program or activity administered by the City of Turlock as to consultants, and Contractors. Intimidation or retaliation of any kind is prohibited by law. The procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the Title VI Coordinator may be utilized for resolution.

### Complaint Procedure:

1. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited by nondiscrimination requirements may file a complaint with the City of Turlock. A formal complaint must be filed within 180 days of the alleged occurrence.
2. In cases where the complainant is unable or incapable of providing a written statement, a verbal complaint may be made. The Title VI Coordinator will interview the complainant and if necessary assist the person in converting verbal complaints to writing. All complaints must, however, be signed by the complainant or his/her representative.
3. Complaints shall state, as fully as possible, the facts and circumstances surrounding the alleged discrimination.
4. The City of Turlock will provide the complainant or his/her representative and any Contractor (respondent) with a written acknowledgement that the City has received the complaint within five (5) working days of receipt.
5. A copy of the complaint will be forwarded to the City Attorney for review.
6. The Title VI Coordinator will assign an investigator to the complaint (this may be the Title VI Coordinator or other designated staff).
7. The Investigator will determine if the complaint has investigative merit:
  - a. It was received within 180 days of the alleged occurrence.
  - b. It does not appear to be frivolous or trivial.
  - c. It involves the City or City Contractors and not another entity.
  - d. A complaint against a Contractor involves a Federally Funded contract.
8. The complainant and Contractor or other party to the complaint will be notified of the status of the complaint within 10 days of receipt of the complaint, by registered mail;

- a. That the complaint will not be investigated and the reasons why the complaint does not have investigative merit.
  - b. That the complaint will be investigated and a request for additional information is needed to assist the investigator.
9. The complainant or Contractor must submit the requested information within 60 working days from the date of the original request. Failure of the complainant to submit additional information within the designated timeframe may be considered good cause for a determination of no investigative merit. Failure of the Contractor to submit additional information within the designated timeframe may be considered good cause for a determination of noncompliance under the contract.
10. The internal investigator and/or Contractor must within 15 working days of complaint receipt, supply the Title VI Coordinator with status report of their investigation and/or resolution of the complaint.
11. Within 60 working days from the receipt of the complaint, the investigator will prepare a written report for the Title VI Coordinator. The report shall include:
  - a. A narrative description of the incident, including persons or entities involved.
  - b. A statement of the issues raised by the complainant and the respondent's reply to each of the allegations.
  - c. Citations of relevant Federal, State and local laws, City policy etc.
  - d. Description of the investigation, including list of the persons contacted and a summary of the interviews conducted.
  - e. A statement of the investigator's finding and recommendations for disposition.
12. The investigative report and findings of the complaint will be sent to legal counsel for review.
13. The Title VI Coordinator shall, based on the information before him or her and in consult with legal counsel, make a determination on the disposition of the complaint. Determination shall be made within 10 days from Title VI Coordinator's receipt of the investigator's report.

Examples of disposition are as follows:

  - a. Complainant is found to have been discriminated against. The City or Contractor is therefore in noncompliance with Title VI regulations. Reasons for the determination will be listed. Remedial actions that the City or the Contractor must take will be listed in a Final Remedial Action Plan.
  - b. Complaint is found to be without merit. Reasons why will be listed.
14. Notice of the Title VI Coordinator's determination will be mailed to the complainant and Contractor. Notice shall include information regarding appeal rights of complainant and instructions for initiating such an appeal.

Example of a notice of appeal follows:

- a. The City will only reconsider this determination if new facts are presented, that were not previously considered.
  - b. If the complainant is dissatisfied with the determination and/or resolution set forth by the City, the same complaint may be submitted to the Federal Transit Administration (FTA) for investigation. For more information, please contact the Federal Transit Administration, Office of Civil Rights, 90 7<sup>th</sup> Street, Suite 15-300, San Francisco, CA 94103 / (415) 734-9490.
15. A copy of the complaint and the City's investigation report/letter of finding and Final Remedial Action Plan will be issued to FTA within 90 days of the receipt of the complaint.
16. After receiving FTA's comments, briefings may be scheduled with all relevant parties to the complaint.
17. A summary of the complaint and its resolution must be included in the annual report to the FTA.

## **VIII. GENERAL REPORTING REQUIREMENTS**

The Department of Justice and Department of Transportation regulations implementing Title VI require Federal agencies to collect data and other information to enforce the Title VI. In this regard the City, as an applicant and/or recipient receiving Federal funding, hereby provides to FTA the following information:

- There are no active lawsuits or complaints naming the City of Turlock nor were there any investigations, complaints, or lawsuits in the past three years which allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits.
- There are currently no pending construction projects which would negatively impact minority communities being performed by the City.

## **IX. RECORD KEEPING REQUIREMENTS**

The Title VI Coordinator shall ensure that all records relating to the City's compliance to Title VI are maintained for a minimum of five years. Records will be available for compliance review audits. Copies of the following material will be kept available by the Title VI Coordinator for dissemination to the public upon demand:

- The City of Turlock's Title VI policy.
- Annual reports to FTA.
- Audit report findings and recommendations.
- Summaries of actions taken by the City to remedy audit findings.
- Complaints received and a summary of their disposition.
- Annual report to Title VI Coordinator regarding Title VI compliance.

# Appendices

## FTA TITLE VI PROGRAM UPDATE APPENDICES

City of Turlock transit operations are funded, in part, with funds from the Federal Transit Administration (FTA). The following documents shall support full compliance of the Title VI requirements developed in FTA Circular 4702.1 B.

### Appendix A: Policy Statement Notice to the Public

#### TITLE VI POLICY STATEMENT

The City of Turlock is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color or national origin, as protected by Title VI of the Civil Rights Act of 1964. The City assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the City will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency. If you believe you have been subjected to discrimination under Title VI you may file a written complaint with the Title VI Coordinator, City of Turlock, 156 South Broadway, Suite 230, Turlock, CA 95380-5454; by phone at (209) 668-5540; or through available online complaint forms and instructions at <http://www.turlocktransit.com>. For additional information on Title VI obligations or any other Title VI related questions or comments, please contact the Title VI Coordinator at the information listed above. For all other questions and comments, please contact City of Turlock's Transit Administration office at 1418 N. Golden State Blvd, Suite 1, Turlock, CA 95380 or at (209) 669-2800.

This public notice is posted on transit vehicles, rider's guides, a common area of City Hall, and at The Roger K. Fall Transit Center. Notice also placed on the City's website [www.turlocktransit.com](http://www.turlocktransit.com).

## Appendix B: Title VI Checklist

In compliance with FTA Title VI regulations the City of Turlock will ensure that the following list of information are submitted to the Federal Transit Administration every three years or when that date and time is determined by the FTA.

- ☐ Title VI Notice to the Public, including a list of locations where the notice is posted
- ☐ Title VI Complaint Procedures
- ☐ Title VI Complaint Form
- ☐ List of transit-related Title VI investigations, complaints, and lawsuits
- ☐ Public Participation Plan, including information about outreach methods to engage minority and Limited English Proficient (LEP) populations, as well as a summary of outreach efforts made since the last Title VI Program submission
- ☐ Language Assistance Plan for providing language assistance to persons with LEP, based on the DOT LEP Guidance
- ☐ A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
- ☐ Primary recipients shall include a description of how the agency monitors its subrecipients for compliance with Title VI, and a schedule of subrecipient Title VI Program submissions
- ☐ A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
- ☐ A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity of official(s) responsible for policy decisions reviewed and approved the Title VI Program. For State DOT's, the appropriate governing entity is the State's Secretary of Transportation or equivalent. The approval must occur prior to submission to FTA.
- ☐ Service Standards
  - ☐ Vehicle load for each mode
  - ☐ Vehicle headway for each mode
  - ☐ On time performance for each mode
- ☐ Service policies
  - ☐ Transit Amenities for each mode
  - ☐ Vehicle Assignment for each mode

## Appendix C: Complaint Forms (following four pages)



## Non-Discrimination Complaint Form

### City of Turlock

### Office of Compliance

Turlock is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color, national origin, age, gender, or disability pursuant to Title VI of the Civil Rights Act of 1964, as amended. Discrimination complaints must be filed within 180 days from the date of the alleged discrimination.

The following information is necessary to assist us in processing your complaint. If you require any assistance in completing this form, please contact Sarah Eddy, Title VI Coordinator, by calling (209) 668-5540. The completed form must be returned to the City Manager's Office at 156 S. Broadway, Suite 230, Turlock, CA 95380.

Your Name:	Phone:
Street Address:	Alt Phone:
	City, State and Zip Code:
Person(s) Discriminated against (if someone other than complainant): Name(s):	
Street Address, City, State and Zip Code:	

Which of the following best describes the reason for the alleged discrimination? (Check one)

- ☐ RACE
- ☐ COLOR
- ☐ NATIONAL ORIGIN (LIMITED ENGLISH PROFICIENCY)
- ☐ AGE
- ☐ GENDER
- ☐ DISABILITY

Date of Incident: \_\_\_\_\_

Time of Incident: \_\_\_\_\_

Please describe the alleged discrimination incident. Provide the names and titles of all Turlock employees responsible. Explain what happened, whom you believe was responsible, and other specific relevant information. Please use the next page of this form if additional space is required.

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(Complete next page of form)

**Non-Discrimination Form**  
**City of Turlock**  
**Office of Compliance**

Please describe the alleged discrimination incident (continued)

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Have you filed a complaint with any other federal, state, or local agencies? (Check one)

☐ YES

☐ NO

If so, list agency(s) and contact information below:

Agency (name): \_\_\_\_\_ Contact Name: \_\_\_\_\_

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

(Street Address, City, State & Zip Code)

Agency (name): \_\_\_\_\_ Contact Name: \_\_\_\_\_

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

(Street Address, City, State & Zip Code)

I affirm that I have read the above charge and it is true to the best of my knowledge.

\_\_\_\_\_  
Complainant's Signature:

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

\_\_\_\_\_  
Print or Type Full Name of Complainant

Date Received:

\_\_\_\_\_

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



## Formulario de Denuncia de no Discriminación City of Turlock Oficina de Cumplimiento

Turlock se compromete a garantizar que ninguna persona sea excluida de participar o se le nieguen los beneficios de sus servicios por motivos de raza, color, origen nacional, edad, sexo o discapacidad de conformidad con el Título VI de la Ley de Derechos Civiles de 1964, en su versión modificada. Las denuncias por discriminación deben presentarse en un plazo de 180 días a partir de la fecha de la presunta discriminación.

La siguiente información es necesaria para ayudarnos a procesar su queja. Si necesita ayuda para completar este formulario, comuníquese con Sarah Eddy, Coordinador del Título VI, llamando al (209) 668-5540. El formulario completado debe devolverse a la Oficina del Administrador de la Ciudad en 156 S. Broadway, Suite 230, Turlock, CA 95380.

Su nombre:	Teléfono:
Dirección:	Segundo Teléfono:
	Ciudad, estado, y Código Postal:
Persona(s) que sufrieron discriminación (si es otra que el firmante): Nombre(s):	
Dirección, Ciudad, estado, y Código Postal:	

¿Cuál de los siguientes describe mejor la razón por la supuesta discriminación? (Marque uno)

- ☐ RAZA
- ☐ EDAD
- ☐ COLOR
- ☐ SEXO
- ☐ ORIGEN NACIONAL (Dominio limitado del inglés)
- ☐ DISCAPACIDAD

Fecha del Incidente: \_\_\_\_\_

Hora del Incidente: \_\_\_\_\_

Describa el supuesto incidente de discriminación. Proporcione los nombres y títulos de todos los empleados responsables de Turlock. Explique qué sucedió, quién cree que fue responsable y otra información relevante específica. Utilice la siguiente página de este formulario si se requiere espacio adicional.

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(Llene el reverse de este formulario)

**Formulario de Quejas Title VI**  
**City of Turlock**  
**Oficina de Cumplimiento**

Por favor, describa el supuesto incidente de discriminación (continuación)

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¿Ha presentado una queja ante otras agencias federales, estatales o locales? (Marque uno)

☐ Si

☐ No

Si es así, enumere la agencia(s) y la información de contacto a continuación:

Nombre de agencia: \_\_\_\_\_ Nombre de contacto: \_\_\_\_\_

\_\_\_\_\_ Teléfono: \_\_\_\_\_  
(Dirección, Ciudad, Estado y Código Postal)

Nombre de agencia: \_\_\_\_\_ Nombre de contacto: \_\_\_\_\_

\_\_\_\_\_ Teléfono: \_\_\_\_\_  
(Dirección, Ciudad, Estado y Código Postal)

Afirmo que he leído la publicación anterior y es fiel a mi leal saber y entender.

\_\_\_\_\_  
Firma del Demandante:

\_\_\_\_\_  
Fecha:

\_\_\_\_\_  
Escriba el Nombre del Demandante

Fecha de recepción:

\_\_\_\_\_

Recibido por: \_\_\_\_\_

# Appendix D: LEP IMPLEMENTATION PLAN

## LEP IMPLEMENTATION PLAN

### Providing Language Assistance to LEP Individuals

The City of Turlock is dedicated to providing LEP individuals with meaningful access to materials by ensuring that effective communication exists between the project, activity, or service and the LEP individuals.

The essential key to accomplishing effective communication lies in the following ability:

1. Identify LEP individuals;
2. Notify LEP individuals of the availability of language assistance services;
3. Provide Language Assistance Measures to translate vital documents;
4. Train staff in how to identify and assist LEP individuals;
5. Monitor and evaluate access to language assistance.

In order to achieve these critical elements and provide meaningful access and communication to LEP individuals, the City of Turlock will coordinate with its staff, and community stakeholders to identify and pursue efforts to address the needs of the LEP population throughout the City of Turlock. These efforts are described in the following sections below.

### 1. Identify LEP Individuals

The City of Turlock will continue its efforts to identify LEP individuals and address their language assistance needs.

- In this process, the City of Turlock will examine records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events or meetings.
- Also, at City of Turlock events, staff will informally engage with participants to establish each attendee's ability to speak and understand English.
- The City of Turlock will use Census Bureau Language Identification Flashcards at public meetings to assist in identifying language assistance needs for future events and meetings (see Appendix F: I-Speak Identification Flash Cards).

### 2. Notify LEP Individuals of the Availability of Language Assistance Services

When possible, the City of Turlock will notify LEP individuals of the availability of language assistance services in advance of meetings and with publication of vital documents that may encounter or affect LEP individuals. When a target audience is expected to include a large number of LEP individuals, the City of Turlock will prepare documents, meeting notices, flyers and agendas in the alternative language based on the known LEP population. Interpreters will be available as needed.

Public participation is a key component in the City of Turlock's planning process. The policies and procedures established in StanCOG's currently adopted 2020 Public Participation Plan (PPP) enable all members of the public to actively participate in the planning and decision-making processes undergone during the development of the region's long-range planning and funding documents.

Opportunities for public involvement can be seen in a wide-range of activities currently undertaken by the City of Turlock:

- Placement of public hearing notices at the City of Turlock's bus bays and lobby area in both English and Spanish;
- Presentations to and meetings with community groups, organizations, and traditionally underrepresented or underserved minority populations;
- Dissemination of news releases and public service announcements (with translation available);
- Public outreach efforts and information provided through the local media sources; (provided in English and Spanish languages);
- Continual utilization of the City of Turlock's web page to disseminate information to the public regarding draft planning documents, new policies, and upcoming public hearings;
- Providing for a regional public forum for plan implementation project teams to identify and address specific regional planning opportunities.
- Public outreach efforts at events such as the Stanislaus County Fair, at local public schools, at Stan State hosted events, and other partnership opportunities with local community organizations and stakeholders.

The City of Turlock will continue to work with community-based organizations throughout the City of Turlock to inform LEP individuals of available language assistance opportunities and translation services. Through collaborating with the community and stakeholder groups, the City of Turlock can better determine what information regarding community development programs and projects is most important to those who speak languages other than English.

Online publications and through other media will be available in the pertinent LEP language of the target area to spread up-to-date information regarding meeting schedules, project status, and language assistance opportunities.

### **3. Provide Language Assistance Measures to Translate Vital Documents**

To serve LEP individuals, the City of Turlock provides numerous language assistance measures including both oral and written language services. the City of Turlock will provide interpretive services, within reason, for public meetings, if advance notice is provided to the City of Turlock and such services are readily available. Upon request, the City of Turlock will also make translated versions (or provide interpretation of relevant sections) of documents/publications available within a reasonable timeframe and if resources permit.

The City of Turlock will identify those documents deemed vital and provide translated services, as needed and as described above. These documents may include applications, consent forms, letters containing information regarding program participation, meeting and event notices,

notification to LEP persons informing them of free language assistance, and general outreach materials.

The City of Turlock will attempt to access language assistance services from a professional translation service or qualified community volunteers, when an interpreter is needed in person or on the telephone.

The following list identifies the City of Turlock's LEP procedures:

- Major mailers and public information handouts are published in both English and Spanish languages, and can be further translated upon request;
- During the City of Turlock's outreach to local social organizations, both verbal and visual presentations have been translated into Spanish, as needed;
- Public information and hearing notices are posted in both English and Spanish language;
- All public workshops and hearings are structured to involve citizen participation from all populations, with translation either provided directly by the City of Turlock's staff (current staff includes two fluent Spanish language speakers) or allowed by a translator brought in to represent the person or group involved.

#### **4. Train Staff on How to Identify and Assist LEP Individuals**

Awareness training and LEP informational meetings will be provided to the City of Turlock staff to educate its members about the Title VI LEP requirements and how to provide meaningful access to services for LEP individuals.

City of Turlock staff will have knowledge of current areas of LEP groups throughout the City of Turlock and Denair and their language assistance needs. To address potential LEP individuals' needs, informational materials regarding language assistance services will be readily available to City of Turlock staff. Staff will also be instructed on how to use the Census Bureau's language identification flashcards to further help identify and document the language assistance needs of LEP individuals.

#### **5. Monitor and Evaluate Access to Language Assistance**

The City of Turlock will review the Title VI program along with the LEP Plan every three years to ensure reasonable efforts are made to identify and address the needs of LEP individuals within the City of Turlock. This review will include how the City of Turlock handles LEP complaints using the documented Title VI procedures, and potential methods to improve meeting the needs of LEP individuals.

Further updates of the LEP plan will include:

- Updates on demographic information concerning LEP populations.
- Analysis of LEP individuals encountered.
- How the needs of LEP persons have been addressed.
- Determination on the effectiveness of language assistance measures.
- Determination if the needs of language services have changed.
- Evaluation of the Title VI Complaint process and addressing past complaints.

- Evaluation of the City of Turlock's performance in adhering to the objectives of the LEP plan.

The City of Turlock continues to actively encourage public participation to ensure that all members of the public have an equal opportunity in the planning and decision-making process conducted by the City of Turlock.

The City of Turlock has not been involved in any civil rights compliance review activities in the past three years or named in any lawsuits involving non-compliance with the Title VI provisions. The City of Turlock adheres to the equal employment opportunities processes. The City of Turlock intends to take many more proactive steps to further improve the quality of transit service for all residents within the City of Turlock. Furthermore, the City of Turlock will continue to explicitly assess the impact of proposed transit investments on low income and minority populations throughout all future transportation project/program development.

## **Dissemination of the City of Turlock's LEP Plan**

The City of Turlock's LEP Plan and Title VI Civil Rights Complaint Procedures are available on the City of Turlock's website at [www.turlocktransit.com](http://www.turlocktransit.com). Any person or agency with internet access will be able to access and download the plan from the City of Turlock website. Alternatively, any person or agency may request a copy of the plan via telephone, fax, mail, or in person and shall be provided a copy of the plan. LEP individuals may request translated copies of the plan, which the City of Turlock will provide, if feasible.

## **Appendix E: Minority Representation on Committees and Councils**

Title 49 CFR Section 21.5(b)(1)(vii) states that the recipient of a federal transit grant may not, on the grounds of race, color, or national origin, deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of a program.

The City of Turlock does not currently have any committees. However, if committees are established in the future, they will be designed to comply with principles of equity, ensuring that no person is excluded from participation or denied benefits based on discriminatory factors.

## Appendix F: Public Engagement

### Outreach Efforts since last Title VI Program submission

The City of Turlock staff has conducted community outreach meetings to provide an overview of the unmet transit needs assessment process, to solicit input from LEP residents on transit service developments, and help increase the awareness of the City of Turlock's services. Planning materials are commonly translated into Spanish to actively engage and involve residents who often do not participate in formal public comment meetings and city government events.

Below is a list of outreach activities in which the City of Turlock has participated over the past three years.

Event Name	Date
Stanislaus County Fair	7/7/2022 - 7/17/2022
Turlock Adult School	8/3/2022
Unmet Transit Needs, Public Hearing	2/13/2022
Go Green Week	3/14/2023 - 3/17/2023
Community Awareness Day / Salvation Army	3/18/2023
Stan State Warrior Welcome Event	4/22/2023
Community Engagement Meetings (4)	6/15/2023 & 6/16/2023
Stanislaus County Fair	7/7/2023 - 7/16/2023
National Night Out	8/1/2023
Stan State Student Services Day	8/30/2023
Healthy Aging and Fall Prevention	10/13/2023
Stan State Warrior Expo	10/21/2023
Go Green Week	3/12/2023 - 3/15/2023
Festival on the Green	3/16/2023
Stan State Warrior Welcome Event	4/13/2024
Wakefield Spring Carnival	4/24/2024
Stanislaus County Fair	7/5/2024 - 7/14/2024
Turlock High School Pool Day	7/18/2024
Pitman High School Pool Day	7/25/2024
National Night Out	8/6/2024

## Appendix G: Equity Analysis

### Requirement to prepare Title VI equity analysis for construction projects

The City of Turlock is aware of Title VI requirements for an equity analysis for the construction of a vehicle storage facility, maintenance facility, operations center, and similar facilities and will comply with equity analysis requirements for any such project.

## Appendix H: Service Standards

### Vehicle Load Standards

Average vehicle loads during peak operations must not exceed:

Vehicle Type	Average Passenger Capacities			
	Seated	Standing	Total	Maximum Load Factor
29' Cutaway Bus	17	8	25	1.5
35' Low Floor Bus	29	14	43	1.5

When the average vehicle loads exceed the stated standards, then additional resources will be deployed to meet the increase in demand.

### Vehicle Headway Standards

Weekday	Peak	Base	Evening	Night
Regional Trunk				
Urban Radial	40 min	35 min	30 min	30 min
Cross Town				
Secondary Radial				
Feeder				
Peak Express				
Employer Feeder				

Saturday	Day	Evening	Night
Regional			
Urban Radial	40 min	30 min	30 min
Cross-Town			
Secondary Radial			
Feeder			
Peak Express			
Employer Feeder			

### On-Time Performance Standards

Transit vehicles will complete their established runs no more than seven minutes early or late in comparison to Turlock Transit's published timetables.

A vehicle is considered on time if it departs from a scheduled timepoint no more than zero minutes early and no more than seven minutes late. The City of Turlock's on-time performance objective is ninety percent (90%) or greater.

	FIXED ROUTE		PARATRANSIT	
	ACTUAL	GOAL	ACTUAL	STANDARD
Vehicle load	2.1 persons	32 persons	2.4 persons	8 persons
Vehicle headway	35 minutes	35 minutes	N/A	N/A
On-time performance	5 min of schedule	5 min of schedule	20 min of schedule	30 min of schedule
Service availability	80% of residents within 1/4 mile of service route	90% of resident within 1/4 mile of service route	IJZA boundary (Stanislaus County)	3/4 mile of Fixed Route service

## Appendix I: Service policies

Title 49 CFR Section 21.5(b)(2) mandates that recipients must not use criteria or administrative methods that result in discrimination based on race, color, or national origin. Similarly, 49 CFR Part 21 stipulates that no individual or group should face discrimination concerning the routing, scheduling, or quality of service due to race, color, or national origin. This includes ensuring that factors such as service frequency, vehicle age and quality, station quality, and route locations are not determined by these discriminatory factors.

In line with these regulations, the City of Turlock evaluates revenue service modifications based on service demand; for fixed route services specifically, as measured by the number of boardings in the affected area. Service modifications at passenger facilities such as the Roger K. Fall Transit Center shall be based on changes necessary to maintain safety, compliance and the performance of service provision objectives. This approach ensures that necessary changes are made to meet demand while adhering to non-discriminatory practices.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN	}	RESOLUTION NO. 2024-011
UPDATE TO THE CITY OF TURLOCK TITLE	}	
VI PROGRAM FOR FFY 2024-2026 AS	}	
REQUIRED BY THE FEDERAL TRANSIT	}	
ADMINISTRATION (FTA) FOR RECIPIENTS	}	
OF FEDERAL TRANSIT FUNDING	}	

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**WHEREAS**, the City of Turlock (City) submits transit grant applications to the U.S Department of Transportation (DOT) Federal Transit Administration (FTA) for federal operating assistance and capital funding under programs that include, but not limited to, the Urbanized Area Program Transportation funds (§5307) and the Bus and Bus Facility program funds (§5339); and

**WHEREAS**, the City is a recipient of Federal revenues and is required to meet federal regulatory requirements pursuant to Title VI of the Civil Rights Act of 1964, 42 U.S.C S 2000d et seq., and create a Title VI Program, as established by 49 C.F.R part 21; and

**WHEREAS**, the FTA has requested the City provide a Title VI Program update that ensures no person or group of persons on the basis of race, color, or national origin is subject to discrimination in the level and quality of transportation services and benefits and that steps are taken to ensure that persons with Limited English Proficiency are provided these rights; and

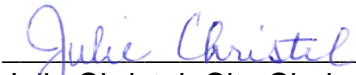
**WHEREAS**, on February 13, 2024 the City Council considered adoption of the updated Title VI Program (Exhibit A) at the City Council open public meeting.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve an update to the City of Turlock Title VI Program for FFY 2024-2026 as required by the Federal Transit Administration (FTA) for recipients of federal transit funding.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13th day of February, 2024, by the following vote:

AYES:	Monez, Franco, Abram, Bixel, Bublak	(5)
NOES:	None	(0)
NOT PARTICIPATING:	None	(0)
ABSENT:	None	(0)

ATTEST:

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

## City Council Staff Report

October 22, 2024



From: Christopher Fisher, Municipal Services Director  
 Prepared by: Oscar Molina, Assistant Engineer  
 Agendized by: Sarah Eddy, Acting City Manager

### 1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 23-038 "Well Sites 15, 20, and 22 Roofs Repair" and authorizing the City Engineer to file a Notice of Completion

### 2. DISCUSSION OF ISSUE:

On May 14, 2024, City Council approved an agreement with Pacific Valley Roofing Inc. of Ceres, California, in the amount of \$25,243.00 with a construction contingency amount of \$2,524.30 (10%) for the construction of City Project No. 23-038 "Well Sites 15, 20, and 22 Roofs Repair".

The work consisted in general of: removing and disposing of existing roof, dry rot inspection, installation of new metal sheets, installation of shingles, and other associated work.

Change Order Summary:

	Amount	Approval Date
Original Contract	\$ 25,243.00	May 14, 2024
Change Order No. 1	\$ (5,000.00)	September 10, 2024
Adjusted Total Contract	\$ 20,243.00	

Change Order No. 1 was approved by the City Engineer in accordance with the City's Change Order policy per Resolution No. 2023-070 and consisted of a credit due to the bid form including a \$5,000 allowance for unforeseen repairs. After the existing roof materials were removed, no dry rot was encountered nor were there any foreseen repairs. Therefore, the full allowance was deducted from the total contract amount.

All work on the construction project has been completed in accordance with the Specifications. City staff requests Council authorization for the City Engineer to file a Notice of Completion.

### 3. BASIS OF RECOMMENDATION:

- A. Improvements for City Project 23-038 "Well Sites 15, 20, and 22 Roofs Repair" have been completed.
- B. California Civil Code Section 9204 allows a public entity to record a Notice of Completion as signed and verified by its agent.

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

No General Fund money was used for this project.

The final cost impact of the construction contract with Pacific Valley Roofing is \$20,243.00 and will be funded by Fund 420 "Water Enterprise", account number 420-52-551.43553 "Misc Well House Roof Repair". Sufficient funds are available in Fund 420.

**5. STAFF RECOMMENDATION:**

Recommend approval.

**6. CITY MANAGER COMMENTS:**

Recommend Approval

**7. ENVIRONMENTAL DETERMINATION:**

On May 14, 2024, the City Council determined this project is exempt from CEQA per Section 15301 (Existing Facilities) of the California Environmental Quality Act. Guidelines as this section exempts projects that involve negligible expansion of use of the existing facilities. The proposed action does not modify that determination; therefore, no additional determination is needed.

**8. ALTERNATIVES:**

- A. Council could choose to deny authorizing the City Engineer to file the Notice of Completion. Staff does not recommend this alternative as all work has been completed in accordance with the contract documents.

**9. ATTACHMENTS:**

- 1. CCO No. 1
- 2. Notice of Completion

Date: 9/10/2024

## CITY OF TURLOCK

**FINAL QUANTITIES**

Well Sites 15, 20, and 22 Roofs Repair

Project No.

23-038

<i>Item No.</i>	<i>Item Description</i>	<i>Unit of Measure</i>	<i>Contractor's Unit Price</i>	<i>Final Actual Quantities</i>	<i>Final Actual Amount</i>	<i>Bid Quantities</i>	<i>Bid Amount</i>	<i>Total Difference</i>
1	Repair Roof for Well Site 15	LS	\$4,788.00	1.00	\$4,788.00	1.00	\$4,788.00	\$0.00
2	Repair Roof for Well Site 20	LS	\$9,557.00	1.00	\$9,557.00	1.00	\$9,557.00	\$0.00
3	Repair Roof for Well Site 22	LS	\$5,898.00	1.00	\$5,898.00	1.00	\$5,898.00	\$0.00
4	Allowance for Unforeseen Repairs	ALLOW	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00	(\$5,000.00)
<b>SUB-TOTAL CONTRACT ITEMS =</b>					<b>\$20,243.00</b>		<b>\$25,243.00</b>	<b>(\$5,000.00)</b>
<b>C.O. #</b>	<b>CHANGE ORDERS</b>							
0	None	-	-	-	-	-	-	-
<b>SUB-TOTAL CHANGE ORDER ITEMS =</b>					<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL PROJECT =</b>					<b>\$20,243.00</b>		<b>\$25,243.00</b>	<b>(\$5,000.00)</b>

Attachment A

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

**WHEN RECORDED MAIL TO:**  
CITY OF TURLOCK  
OFFICE OF THE CITY CLERK  
156 S. BROADWAY, SUITE 230  
TURLOCK, CA 95380-5454

**NOTICE OF COMPLETION  
CITY PROJECT NO. 23-038  
WELL SITES 15, 20, AND 22 ROOFS REPAIR**

Notice is hereby given that work on the above-referenced project located along three locations: 1502 W Main St, 1200 W Monte Vista Ave, and 120 E Linwood located in Turlock, California, was completed by the undersigned agency on October 22, 2024. The contractor of work is Pacific Valley Roofing of Ceres, California, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California. Kindly refer to said Project Number on all communications relating to this work.

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

\_\_\_\_\_  
(Signature- William D. Morris, P.E., City Engineer, Owner's Agent),  
City of Turlock

**VERIFICATION**

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

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

CITY OF TURLOCK

\_\_\_\_\_  
WILLIAM D. MORRIS, P.E.  
CITY ENGINEER  
OWNER'S AGENT

Executed on October 23, 2024 at Turlock, California, Stanislaus County



## City Council Staff Report

October 22, 2024

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From: Adrienne Werner, Development Services Director  
 Prepared by: Adrienne Werner, Development Services Director  
 Agendized by: Sarah Eddy, Acting City Manager

### 1. ACTION RECOMMENDED:

Resolution: In the matter of approving Amendment No. 1 to the Memorandum of Understanding between the City of Turlock and the StanCOG to accept an increase in the suballocation of Regional Early Action Plan (REAP) funds in the amount not to exceed \$73,401.14 and appropriating \$19,280 to Fund 271 'Development Services Grants account number 271-40-400-452.34168 Regional Early Action Plan (REAP) funding plus \$21,871 to account 271-40-400-452.43055 "Consultant General"

Resolution: In the matter of authorizing the City Manager to enter into a professional services agreement with Dyett and Bhatia Urban and Regional Planners for work and associated services done in support of the 6th Cycle Housing Element in amount not to exceed \$127,455.00 to be funded by Fund 271 "Development Services Grants" and Fund 241 "Asset Replacement"

### 2. DISCUSSION OF ISSUE:

California Health and Safety Code Section 50515.02 made \$125,000,000 available in local government planning grants to support regional entities and working groups as outlined in the statute. A San Joaquin Valley Multi Agency Working Group was formed, consisting of the Fresno Council of Governments, Kern Council of Governments, Kings County Council of Governments, Madera County Transportation Commission, Merced County Association of Governments, San Joaquin Council of Governments, Stanislaus Council of Governments, and the Tulare County Association of Governments (the "SJV Working Group").

On August 14, 2020 the state of California Department of Housing and Community Development (HCD) awarded \$10,218,830.75 in grant funds to the members of the SJV Working Group. As part of this allocation the Stanislaus Council of Governments (StanCOG) Policy Board approved a Sub-allocation Methodology of funding by percent of population with a minimum funding floor amount of \$35,000 to help fund the sixth cycle housing element update for each jurisdiction. In order to receive the sub-allocation the City was required to enter into a Memorandum of Understanding (MOU) with the StanCOG. On November 15, 2022, the City Council authorized the City Manager to enter into and execute all documents to secure the grant. The City of Turlock received \$54,120.18 from HCD's first funding package. In January 2023, the City executed an agreement with Dyett and Bhatia for professional services in support of the 6th cycle Housing Element to be paid from the \$54,120.18 suballocation. To date Dyett and Bhatia expenses total \$51,531 expending the first grant suballocation.

In June 2024, StanCOG notified the City that an additional \$73,401.14 in REAP funds, representing HCD's third funding package, was available. To receive these funds, an amendment to the MOU is required, along with a new agreement with Dyett and Bhatia for the remaining services needed to support the 2023-31 Housing Element. Dyett and Bhatia

have submitted a proposal for the remaining services, not to exceed \$127,455. This leaves an additional \$54,053.86 required, which is not covered by REAP funds. Staff proposes utilizing Fund 241 "Asset Replacement" account 241-00-000-211.43274 General Plan Implementation & Growth to cover this shortfall. To receive the grant, all work must be completed, and invoices submitted to StanCOG for reimbursement by November 30, 2024. While Dyett and Bhatia continue to make progress, some work will extend beyond the deadline. Any work completed after November 30th will not be eligible for REAP reimbursement and could be charged to Fund 241 "Asset Replacement" account 241-00-000-211.43274 General Plan Implementation & Growth to cover this shortfall as well.

The Housing Element must comply with state law in order for HCD to approve the document. The continued work being done by Dyett and Bhatia and the additional funds will pay for work done on the sixth cycle Housing Element update to ensure compliance with current State Housing Laws.

**3. BASIS OF RECOMMENDATION:**

StanCOG requires an amendment to the MOU to receive HCD's third funding package. Accepting the third funding package reduces the burden of the General Fund to complete preparation of the sixth cycle Housing Element. In addition, an amendment to the Dyett and Bhatia contract is necessary to complete the new scope of work.

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

Additional work is required to complete the Housing Element to comply with State law. To complete this process, Development Services will be utilizing multiple funding sources. The primary funding source is REAP, a grant through the StanCOG. During the fiscal year 2024-2025 budget process, some funds were anticipated, but the following budget amendment is necessary to match the allocated grant amount:

REAP Funds				
Account		Budgeted	Awarded	Amendment
Revenue	271-40-400-452.34168	54,121	73,401	+19,280
Expense	271-40-400-452.43055_000	51,531	73,401	+21,870

The second funding source, Fund 241 "Asset Replacement" is a holding account for projects necessary to update the City's General Plan. Appropriate funds were allocated during the fiscal year budget process to expense the \$54,053.86 and any other shortfall in the REAP grant. Therefore, no budget appropriation is needed.

**5. STAFF RECOMMENDATION:**

Recommend approval.

**6. CITY MANAGER COMMENTS:**

Recommend approval.

**7. ENVIRONMENTAL DETERMINATION:**

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) [Project] of the CEQA guidelines. This is an organizational or administrative activity involving the amendment of an existing

Memorandum of Understanding (MOU) between the Stanislaus Council of Governments and the City of Turlock to receive additional suballocation of Regional Early Action Planning (REAP) Funds. This action will not result in direct or indirect physical changes in the environment.

**8. ALTERNATIVES:**

1. Council could choose not to accept the additional REAP funds. Staff does not recommend this option as this is an opportunity to receive additional revenue to complete the update of the Housing Element that the General Fund would otherwise have to fund.

**9. ATTACHMENTS:**

1. Attachment 1 Amend 1 MOU Resolution
2. REAP MOU Amendment 1 - Turlock
3. Attachment 2 Dyett Resolution
4. Dyett - Professional Services Agreement Template
5. Exhibit A Proposal for REAP Grant Services - Copy

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

**IN THE MATTER OF APPROVING }  
AMENDMENT 1 TO THE MEMORANDUM }  
OF UNDERSTANDING BETWEEN THE }  
CITY OF TURLOCK AND STANISLAUS }  
COUNCIL OF GOVERNMENTS }  
(STANCOG) TO ACCEPT AN INCREASE IN }  
THE SUBALLOCATION OF REGIONAL }  
EARLY ACTION PLANNING (REAP) }  
FUNDS IN THE AMOUNT NOT TO EXCEED }  
\$73,401.14 AND APPROPRIATING \$19,280 }  
TO FUND 271 “DEVELOPMENT SERVICES }  
GRANTS ACCOUNT NUMBER 271-40-400- }  
452.34168 REGIONAL EARLY ACTION }  
PLANNING (REAP) FUNDING PLUS }  
\$21,871 TO ACCOUNT 271-40-400- }  
452.43055 “CONSULTANT GENERAL” }**

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**RESOLUTION NO. 2024-XXX**

**WHEREAS**, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) issued a Notice of Funding Availability (NOFA) as part of the Regional Government Planning Support Grants Program (herein after referred to by the Department as the Regional Early Action Planning Grants program or REAP); and

**WHEREAS**, pursuant to section 50515.02 of the Health and Safety Code, a San Joaquin Valley Multi Agency Working Group was formed in accordance with subdivision (c), consisting of the Fresno Council of Governments, the Kern Council of Governments, the Kings County Association of Governments, the Madera County Transportation Commission, the Merced County Association of Governments, the San Joaquin Council of Governments, the Stanislaus Council of Governments, and the Tulare County Association of Governments, representing the Counties of Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tulare (the “SJV Working Group”); and

**WHEREAS**, on August 14, 2020, HCD approved an allocation of \$10,218,830.75 in grant funds (the “Initial Grant”) to the members of the SJV Working Group; and

**WHEREAS**, the Initial Grant will be distributed in three separate funding packages and StanCOG is expected to receive approximately \$415,000 and \$1,065,000, as part of the first and third funding packages respectively, for a total of approximately \$1,480,000 to be distributed to the local agencies; and

**WHEREAS**, on March 17, 2021, the StanCOG Policy Board approved by Resolution 20-27 the Regional Early Action Planning (REAP) Suballocation Methodology of funding by percent of population adjusted for a minimum funding floor of \$35,000, effectively suballocating approximately \$1,480,097.57 of the REAP grant funds ("Grant Funds") to StanCOG's local member agencies for funding their planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of RHNA; and

**WHEREAS**, the City of Turlock was suballocated \$54,120.18 through the REAP Grant Funds as part of the first and third funding packages; and

**WHEREAS**, the City Council of the City of Turlock entered into a Memorandum of Understanding with StanCOG, on November 15, 2022, to receive the suballocation of \$54,120.18 of REAP Funds to facilitate compliance to implement the sixth cycle of regional housing need assessment; and

**WHEREAS**, the City of Turlock is to be suballocated an additional \$73,401.14 through the REAP Grant funds as part of HCD's third funding package; and

**WHEREAS**, the City Council of the City of Turlock desires to amend the Memorandum of Understanding with StanCOG to receive a suballocation of \$73,401.14 of REAP funds to facilitate compliance with the implementation of the sixth cycle regional housing need assessment; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve Amendment 1 of the Memorandum of Understanding between Stanislaus Council of Governments (StanCOG) and the City of Turlock for suballocation of Regional Early Action Planning (REAP) funds and authorize receipt of REAP funds and authorizing the City Manager to enter into, execute and deliver the MOU, and any and all other documents necessary to secure the suballocation.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 22<sup>nd</sup> day of October, 2024, by the following vote:

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

ATTEST:

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

**AMENDMENT 1**  
**MEMORANDUM OF UNDERSTANDING**  
**between**  
**STANISLAUS COUNCIL OF GOVERNMENTS**  
**and**  
**CITY OF TURLOCK**  
**for**

**SUBALLOCATION OF REGIONAL EARLY ACTION PLANNING (REAP) FUNDS**

THIS AMENDMENT 1 to the Memorandum of Understanding is made and entered into between the Stanislaus Council of Governments (StanCOG) and the City of Turlock (“**Sub-Recipient**”) and is dated June 1, 2024, for reference purposes.

**Recitals**

A. WHEREAS, StanCOG and Sub-Recipient have entered into that certain Memorandum of Understanding, dated January 5, 2023, with a Scope of Work completion date of June 30, 2023 (the “**MOU**”).

B. WHEREAS, the parties desire to amend the MOU to reflect the State of California Department of Housing and Community Development (“HCD”) has extended the time in which the MOU Scope of Work can be completed.

C. WHEREAS, the MOU identifies HCD will release a third REAP funding package and that an amendment to the MOU would be necessary to allocate that funding to Sub-Recipient.

D. WHEREAS, the parties desire to amend the MOU to identify the new timeline in which the MOU Scope of Work must be completed and to allocate the third round of REAP funding.

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

**AGREEMENT**

1. Section 4, Maximum Contract Amount, is hereby amended to read in full as follows:

4. Maximum Contract Amount

The amount to be paid to Sub-Recipient under this MOU will not exceed Fifty

Four Thousand, One Hundred Twenty and 18/100 Dollars (\$54,120.18) which amounts represents Sub-Recipients allocation under HCD's first funding package, *and* Seventy Three Thousand, Four Hundred One and 14/100 Dollars (\$73,401.14), which amount represents Sub-Recipients allocation under HCD's third funding package, unless agreed upon in advance by the Parties pursuant to a written amendment signed by the authorized signer for each Party. In no instance will StanCOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Nor shall StanCOG be liable for any amounts if HCD fails to appropriate funds.

2. Section 6, Term/Timeline, is hereby amended to read in full as follows:

6. Term/Timeline

The term of this MOU shall begin on the "Effective Date" of this MOU, which shall be the last date of execution of the MOU by the parties hereto. All work identified in the Scope of Work must be completed by November 30, 2024, unless terminated earlier as provided herein. No extensions will be granted to complete the Scope of Work unless authorized by HCD.

3. Section 9.B., Project Manager/Staffing, is hereby amended in part to update the StanCOG Project Manager:

**StanCOG**

Elisabeth Hahn

Deputy Executive Director of Planning

Stanislaus Council of Governments, Suite 308

Modesto, CA 95354

Telephone: (209) 525-4600

Email: [ehahn@stancog.org](mailto:ehahn@stancog.org)

4. Section 13.C., Notices, is hereby amended in part to update the StanCOG contact for purposes of Notice:

To StanCOG: Elisabeth Hahn  
Deputy Executive Director of Planning  
Stanislaus Council of Governments, Suite 308  
Modesto, CA 95354  
Telephone: (209) 525-4600  
Email: [ehahn@stancog.org](mailto:ehahn@stancog.org)

5. Except as modified by this Amendment, the MOU shall remain unchanged and is in full force and effect.

6. The terms and provisions of this Amendment are incorporated by reference into the MOU as though set forth in full therein.

7. This Amendment may be executed in any number of counterparts with the same effect as if the parties had all signed the same document, and which together shall constitute one and the same instrument.

8. Each party agrees that this Amendment and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Amendment or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto and shall be effective when executed by both parties.

**STANISLAUS COUNCIL OF  
GOVERNMENTS (STANCOG)**

**CITY OF TURLOCK**

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

Rosa De León Park  
Executive Director

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

Sarah Eddy  
Acting City Manager

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

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

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

Monica Streeter  
General Counsel

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

George A. Petrulakas  
City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE  
CITY MANAGER TO ENTER INTO A  
PROFESSIONAL SERVICES AGREEMENT  
WITH DYETT AND BHATIA URBAN AND  
REGIONAL PLANNERS FOR  
ASSOCIATED SERVICES DONE IN  
SUPPORT OF THE 6<sup>TH</sup> CYCLE HOUSING  
ELEMENT IN AN AMOUNT NOT TO  
EXCEED \$127,455 TO BE FUNDED BY  
FUND 271 "DEVELOPMENT SERVICES  
GRANTS" AND FUND 241 "ASSET  
REPLACEMENT"

RESOLUTION NO. 2024-XXX

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

**WHEREAS,** under the new agreement, Dyett and Bhatia will provide the additional scope of services included with the agreement as Exhibit A in support of the preparation of the Turlock Housing Element; and

**WHEREAS,** the work will be funded through the third Regional Early Action Planning (REAP) funding package suballocated to the City of Turlock by Stanislaus Council of Governments (StanCOG) and Fund 241 "Asset Replacement"; and

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

1. Authorizing the City Manager to enter into a professional services agreement with Dyett and Bhatia Urban and Regional Planners for associated services in support and preparation of the Turlock Housing Element in an amount not to exceed \$127,455 in a form approved by the City Attorney.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 22<sup>nd</sup> day of October, 2024, by the following vote:

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

ATTEST:

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



**AGREEMENT BETWEEN THE CITY OF TURLOCK  
and  
DYETT AND BHATIA URBAN AND REGIONAL PLANNERS  
for  
PROFESSIONAL SERVICES**

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**THIS PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Dyett and Bhatia Urban and Regional Planners, a California Corporation (“Professional”), on this 22<sup>nd</sup> day of October 2024 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

**RECITALS**

**A.** City seeks to hire an independent contractor to perform professional services to assist City with the preparation of the Turlock Housing Element update (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 53 of this Agreement, Sections 1 through 53 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 22<sup>nd</sup> day of October, 2025 (“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. INTENTIONALLY OMITTED**

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 annual compensation to Professional shall not exceed one hundred twenty seven thousand four hundred and fifty five and No/100ths Dollars (\$127,455) and total compensation to Professional shall not exceed one hundred twenty seven thousand four hundred and fifty five and No/100ths Dollars (\$127,455) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

### **6.2. Deposit. INTENTIONALLY OMITTED**

**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 thirty (30) calendar days of the date the agreement was executed and shall conform

to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

**9. City Assistance to Professional. INTENTIONALLY OMITTED**

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

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

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

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

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

**12.3. No Waiver of Claims.** The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or

approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

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

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

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

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

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

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

**15. Confidentiality.** Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

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

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

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

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

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

information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

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

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

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

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

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

**20. Termination of Work by City for Its Convenience.** City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional.

In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**25.1. General Liability.** Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

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

**25.3. 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 Two Million Dollars (\$1,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

**25.5. Umbrella or Excess Policy.** Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional’s primary and excess liability policies are exhausted.

**25.6. 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.

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

**27. Indemnification by Professional.** To the fullest extent permitted by law. Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City’s Agents from and against any and all claims, loss, cost, damage, injury (including,

without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively “Liabilities”). Such obligations to defend, hold harmless, and indemnify City and City’s Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City’s Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City’s Agents.

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

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

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

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

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

If to City:

**City of Turlock  
Attn: Adrienne Werner  
156 S. Broadway, Suite 120  
Turlock, CA 95380**

With courtesy copies to:

**Petrulakis Law & Advocacy, APC**  
**Attn: George A. Petrulakis, City Attorney**  
**P.O. Box 92**  
**Modesto, California 95353**

If to Professional:

**Dyett and Bhatia Planners**  
**Attn: Rajeev Bhatia**  
**1330 Broadway, Suite 604**

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

Adrienne Werner, Development Services Director  
156 S. Broadway, Suite 120  
Turlock, California 95380  
Telephone: (209) 668-5640  
E-mail: awerner@turlock.ca.us

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

**35. Use of City Project Number.** 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***[Signatures on Following Page]***

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

**PROFESSIONAL**

**Dyett and Bhatia Urban and Regional  
Planners, a California Corporation**

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

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

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

Date \_\_\_\_\_

**CITY**

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

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

Sarah Eddy, Acting City Manager

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

**APPROVED AS TO SUFFICIENCY:**

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

Adrienne Werner, Director of Development Services

**APPROVED AS TO FORM:**

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

George A. Petrulakis, City Attorney

**ATTEST:**

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

Julie Christel, City Clerk

**DYETT & BHATIA**  
Urban and Regional Planners

M E M O R A N D U M

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To: Adrienne Werner, Development Services Director, City of Turlock  
From: Andrew Hill, Principal  
Re: Proposal for REAP Grant Funded Services in Support of the City of Turlock 2023-31 Housing Element  
Date: October 1, 2024

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Dear Adrienne

This memo outlines services to be provided pursuant to a Regional Early Action Planning (REAP) grant to support adoption of the City of Turlock 2023-31 General Plan Housing Element. Services to be provided by Dyett & Bhatia (D&B) and LSA Associates (LSA) include preparation of zoning amendments and related objective standards for Housing Element implementation; preparation of a transportation analysis; preparation of an evacuation analysis; and additional meetings and coordination with City staff and the California Department of Housing and Community Development (HCD). A description of the services to be performed is provided below together with the associated fee. The guaranteed maximum fee for the scope of work identified in our proposal for the project is \$127,455; this fee will not be exceeded provided there are no changes in the Scope of Work. Services outlined in this memo will be completed by November 31, 2024.

## **SCOPE OF WORK AND FEE**

### **Zoning Amendments for a Workforce Housing Overlay and Related Objective Standards**

Program 1-B of the Draft Housing Element calls for the adoption of a workforce housing overlay and related objective standards to facilitate development of multifamily housing as needed to ensure the City can accommodate its share of the regional housing need for the 2023-31 planning period. California Assembly Bill (AB 2011) of 2022 provides a streamlined ministerial approval pathway for multifamily projects on commercially zoned land that pay prevailing wages for construction work and meet specified affordable housing targets. The proposed Workforce Housing Overlay District will implement these provisions and provide an alternative to AB2011 as a means of promoting the construction of housing for teachers, nurses, firefighters, police officers, restaurant and services workers, and others employed in Turlock. The overlay will apply to certain vacant and underutilized commercially zoned properties identified on the sites inventory, providing property owners with the option to redevelop their land with housing or mixed-use projects should they elect to do so. The overlay would have a permitted residential density ranging from 20 to 35 dwelling units per acre. The Code amendments to implement this program would include:

- Introductory provisions establishing the purpose and applicability of the WH Workforce Housing overlay zone.

## DYETT & BHATIA

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- Land use regulations that allow for mixed use development and 100 percent residential buildings on commercial properties within in the overlay, and that require at least 50 percent of the floor area in a mixed use project to be devoted to residential uses, consistent with Government Code 65583.2 (h) and (i);
- Provisions for a ministerial approval process for developments in which at least 20 percent of the units are affordable to lower income households during the planning period, consistent with Government Code 65583.2 (h) and (i); and
- Objective design and development standards to accommodate higher density development on sites in the overlay and ensure appropriate buffering and screening from adjacent service commercial land uses. These will be similar to the standards for residential multifamily development and address such topics as building height and upper story setbacks or other limitations on building mass, maximum non-residential floor area, setbacks and “build-to” lines, entries and pedestrian access, common and private open space for residents, ground-floor transparency for non-residential uses in mixed use buildings, exterior materials, roof forms, pedestrian access and requirements for “active” frontages, location of parking, walls and screening, and landscaping and lighting.
- Ministerial review and approval procedures, which would include design review.
- References to Government Code provisions for streamlined review under AB 2021 and SB 330 as appropriate. These provisions also would enable reduction in on-site parking requirements required under State law, as applicable.

In developing objective design and development standards for the overlay, D&B will review standards in the City's existing R-H, DC, DCT, IR, OR, and TC zones to identify appropriate standards that may be incorporated into the overlay to guide future development. A survey of best practices from comparable jurisdictions will also be conducted to inform standards for the overlay. A memo outlining the approach to the code amendments for the overlay and related standards will be submitted to City staff for review and confirmation prior to developing a draft ordinance. A preliminary draft ordinance will be prepared and submitted to the City for review. Following receipt of a consolidated set of comments from staff and the City Attorney, D&B will prepare a public review draft ordinance.

The public review draft ordinance will be presented to the Planning Commission at one study session. The intent is to introduce the ordinance and receive feedback from the Planning Commission regarding refinements, if needed. The ordinance would then be revised to prepare a hearing draft. In addition to the study session with the Planning Commission, D&B will attend one adoption hearing before the Planning Commission and one hearing before the City Council to present the ordinance and answer questions from decision-makers. We assume that second reading of the ordinance will be on consent. D&B will prepare a memo to support staff reports for the adoption hearings as well as PowerPoint presentations. This task includes direct costs for travel to and from Turlock for three public meetings.

***(Fee: \$30,415)***

### **Additional Meetings and Coordination with HCD**

Under State law, the Draft Housing Element must be submitted to the California Department of Housing and Community Development (HCD) for an initial 90-day review. To expedite the process for review and certification of the City of Turlock 2023-31 Housing Element, HCD staff has agreed to work iteratively with City staff and D&B during the 90-day review period to discuss any revisions necessary for substantial compliance with State law and to informally review revisions made in response to HCD comments. The intent is to address all HCD comments on the Draft Housing Element and obtain a letter of substantial compliance prior to formal adoption hearings. This task assumes up to 5 meetings with HCD staff, to be held over Zoom or similar virtual platform. D&B will prepare a matrix of HD comments and revisions made to address them to facilitate the review process and document decisions. This task also includes 60 hours of D&B staff time to prepare text and map revisions as well as additional analysis as may be requested by HCD staff. One copy of each of the Draft and Final Housing Element will be printed and shipped to HCD in Sacramento per State guidance.

***(Fee: \$25,590)***

### **Evacuation Analysis for Safety Element Update**

New State law (Gov. Code Section 65302(g)(5) and 65302.15) requires that the Safety Element incorporate an assessment of emergency evacuation capacity, including identification of any residential developments that do not have at least two emergency evacuation routes, and an evaluation of the capacity, safety, and viability of evacuation routes under a range of emergency scenarios, together with measures to address associated risks. The 2022 Stanislaus County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) did not include evacuation analysis to satisfy these requirements; however, the MJHMP states that the intent is to address compliance with Gov. Code Section 65302.15 regarding evacuation route capacity through an ongoing update to the countywide Safety Element. Through this task, D&B will address compliance with Gov. Code Section 65302(g)(5). We will conduct an analysis in GIS to identify and map residential neighborhoods that do not have access at least two emergency evacuation routes. Emergency evacuation routes in Turlock will be identified with reference to adopted City plans and in consultation with City staff. The Safety Element will also be revised to incorporate the City of Turlock Local Hazard Mitigation Plan (Annex H of the 2022 MJHMP) by reference in order to satisfy requirements in State law, including for an assessment of vulnerability to the effects of climate change. Goals and policies in the Safety Element will be updated to reflect the findings of the GIS-based analysis and the LHMP.

***(Fee: \$7,420)***

### **Transportation Analysis**

LSA will prepare a Transportation Analysis to support environmental review of the Housing Element Update project pursuant to the California Environmental Quality Act (CEQA). The Transportation Analysis (TA) will evaluate the potential changes to the City's roadway segment approved Levels of Service analysis (LOS) included in the City's Turlock General Plan Environmental Impact Report (SCH NO. 2010122096), dated June 2012, resulting from the

proposed General Plan Housing Element Update. Preparation of the TA will include the following subtasks.

*Socioeconomic Data and Travel Demand Model Update*

The LOS analysis will evaluate up to two “Project” alternatives: one alternative being the previously approved socioeconomic data used in the City’s 2012 EIR, and one alternative using the new land uses and intensities resulting from the proposed Housing Element update. As such, the previously approved land uses intensities will be compared to the proposed Housing Element alternative for the affected areas only. LSA will request from City staff the quantities, housing types, and locations of potential land use changes within the affected areas between the current and proposed Housing Element. LSA will then update the socioeconomic data within the travel demand model to be used for the development of forecast traffic volumes for the LOS analysis. LSA will confirm with City staff the appropriate travel demand model to be used for the analysis prior to updating the socioeconomic data resulting from the proposed Housing Element update. LSA will also confirm all future roadway network changes (if any) to be included as part of the travel demand model updates with City staff.

*Level of Service Analysis*

LSA will develop roadway segment volumes for Existing Conditions and General Plan Build Out scenarios for the alternatives identified in the LOS analysis. All projects currently approved/under construction and/or newly proposed as part of the Housing Element update will be included in the socioeconomic data update in the travel demand model. Land use assumptions will be confirmed by City staff prior to the analysis. Roadway LOS will be analyzed for the two scenarios at the same 69 roadway segments previously analyzed in the City’s 2012 EIR. The study network will consist of 26 local roadway segments determined in coordination with City staff as well as the following regional roadway segments (State Route 99 [SR-99] and State Route 165 [SR-165]) that were studied in the 2012 EIR:

- SR-99, south of Golden State Boulevard;
- SR-99, south of SR-165/Lander Avenue;
- SR-99, south of Main Street;
- SR-99, south of Fulkerth Road;
- SR-99, south of Monte Vista Avenue;
- SR-99, south of Taylor Road;
- SR-99, north of Taylor Road;
- SR-165, south of Clausen Road; and
- SR-165, south of SR-99.

As previously mentioned, traffic volumes for the General Plan Build Out scenario with and without the updated Housing Element changes will be developed using the approved travel demand model and in consultation with City staff. The methodology to develop General Plan Build Out traffic volumes at roadway segments will be consistent with the regionally approved procedures for post-processing of modeled traffic volumes. The resulting levels of service will be calculated using the volume-to-capacity (V/C) methodologies previously used in the 2012 EIR or other methodologies approved by the City.

LSA will prepare a draft memorandum documenting analysis methodologies, existing conditions, future year conditions (for each alternative) and potential circulation improvements (if needed). The draft memorandum will summarize and compare the LOS analysis between the 2012 EIR and proposed Housing Element update to identify any circulation improvements will be required to offset forecasted deficiencies, if any. The draft memorandum will be submitted to City staff for review. Upon completion of the City's review draft memorandum, LSA will coordinate with City staff to address up to one round of comments on the study. LSA will then revise the memorandum for final review and approval.

#### *Meetings*

It is anticipated that completion of the tasks identified above will require coordination with City staff. As such, representatives of LSA's Transportation Department will attend up to four virtual meetings, and/or conference calls related to preparation of and/or revisions to the CEQA and LOS traffic studies identified above.

***(Fee: \$59,480)***

#### **Coordination and Project Management**

This task involves time for coordination and progress meetings with City staff, including 10 regular weekly coordination calls. It is assumed that all meetings with staff will be held virtually over Zoom. Regular coordination calls will be an opportunity to discuss progress and review draft products.

***(Fee: \$4,550)***

# ***City Council Staff Report***

## ***October 22, 2024***



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From: Adrienne Werner, Development Services Director

Prepared by: Adrienne Werner, Development Service Director

Agendized by: Sarah Eddy, Acting City Manager

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

Ordinance: Extending the Development Agreement between Perfect Union and the City of Turlock for the operation of a cannabis retail dispensary at 2500 N. Golden State Boulevard, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 088-007-025 through June 30, 2025.

### **2. SYNOPSIS:**

In accordance with City of Turlock Ordinance 1263-CS and Article 9 of the Turlock Municipal Code, the Planning Commission is recommending the Turlock City Council extend the Development Agreement with Perfect Union for the operation of the cannabis retail business located at 2500 N. Golden State Boulevard, Stanislaus County APN 088-007-025 through June 30, 2025.

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

On June 25, 2024, the Turlock City Council chose not to place a measure on the November 5, 2024 ballot for a tax on businesses involved in the cannabis industry. The next opportunity for the Council to consider such a tax will be before the general election on November 3, 2026.

Three of the initial approvals for Development Agreements that permit cannabis operations in the City are set to expire in October 2024, with Perfect Union's Development Agreement expiring October 24, 2024. To address this, the City and Perfect Union have signed a First Amendment to the Development Agreement, extending the Development Agreement through December 31, 2024.

Over the past five years of the pilot program, city staff and cannabis operators have identified several areas in the ordinance and Development Agreements that need to be revisited. Staff requested the Planning Commission recommend the City Council extend the Development Agreements until June 30, 2025. This extension will provide the City and cannabis operators the opportunity to come together and discuss potential amendments without disrupting their operations.

**4. BASIS FOR RECOMMENDATION:**

A. Development Agreement Section 1.9 requires major amendments to the Development Agreement be approved by the City Council.

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

**Fiscal Impact**

If City Council does not elect to extend the terms of the Development Agreement with Perfect Union the Development Agreement will terminate. If the agreement is terminated Perfect Union can no longer operate and is no longer obligated to comply with the terms of the agreement including depositing the public benefit amount as specified in the agreement.

**6. STAFF RECOMMENDATION:**

At the September 19, 2024 Special Planning Commission meeting the Commission voted 5-0-2 to recommend the City Council extend the term of the Development Agreement through June 30, 2025.

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

Recommend extending the terms of the Development Agreement between the City of Turlock and Perfect Union through June 30, 2025.

**8. ENVIRONMENTAL DETERMINATION:**

This request is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) [Project] of the CEQA guidelines. This is an organizational or administrative activity involving the request for a time extension for the Development Agreement (DA) between the City of Turlock and Perfect Union. This action will not result in direct or indirect physical changes in the environment.

**9. ALTERNATIVES:**

A. City Council could choose not extend the term of the Development Agreement with Perfect Union. If the City Council does not choose to extend the term of the Development Agreement, the Development Agreement will terminate and will eliminate any further obligation by Perfect Union.

**10. ATTACHMENTS:**

1. Resolution
2. Second Amendment to Development Agreement

## BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF EXTENDING BY AMENDMENT,	}	ORDINANCE NO. 13XX-CS
IN A FORM APPROVED BY THE CITY ATTORNEY,	}	
THE DEVELOPMENT AGREEMENT BETWEEN	}	
PERFECT UNION AND THE CITY OF TURLOCK	}	
THROUGH JUNE 30, 2025 FOR THE OPERATION	}	
OF A CANNABIS DISPENSARY AT 2500 N.	}	
GOLDEN STATE BOULEVARD, TURLOCK,	}	
CALIFORNIA, STANISLAUS COUNTY APN 088-007-	}	
025 BY APPROVING THE SECOND AMENDMENT	}	
TO THE DEVELOPMENT AGREEMENT THROUGH	}	
JUNE 30, 2025.	}	

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**WHEREAS**, on June 11, 2019, the City Council of the City of Turlock (the “City Council”) adopted Ordinance No. 1255-CS to enact cannabis regulations for cannabis businesses pursuant to AUMA and MAUCRSA, by amending the City’s cannabis business regulations and establishing a Cannabis Business Pilot Program (the “Pilot Program”); and

**WHEREAS**, on June 11, 2019, the City adopted Ordinance No. 1255-CS amending the City’s cannabis business regulations and establishing a Cannabis Business Pilot Program (the “Pilot Program”) to regulate the operation of commercial cannabis businesses within the City; and

**WHEREAS**, the City and Perfect Union entered into a Development Agreement dated September 15, 2020, which permitted Perfect Union to operate a cannabis dispensary at 2500 N. Golden State Boulevard, Turlock, California, County of Stanislaus Assessor’s Parcel Number 088-007-025; and

**WHEREAS**, on September 24, 2019, the City adopted Ordinance No. 1263-CS approving a Development Agreement by and between the City and Perfect Union to operate a storefront retail dispensary as defined in Turlock Municipal Code Section 5.21 in strict accordance with applicable state and local law, at 2500 N. Golden State Boulevard, Turlock, California, County of Stanislaus Assessor’s Parcel Number 088-007-025 (the “Project”), consistent with the General Plan, as amended; and

**WHEREAS**, under Section 5-21-103 of the Turlock Municipal Code, any cannabis dispensary business allowed in the City shall obtain a development agreement, a City business license, and conditional use permit; and

**WHEREAS**, pursuant to Section 1.9 of the Development Agreement a “Major Amendment” to the Development Agreement shall be approved by the City Council; and

**WHEREAS**, after the public hearing held on September 19, 2024, the Planning Commission recommended the City Council extend the term of the Development Agreement through June 30, 2025.

**WHEREAS**, the City Council, based on its independent review and analysis of the Planning Commission's recommendation, oral and written testimony, and the record as a whole, finds, after due study, deliberation, and public hearing, and based on its independent judgement, that the following circumstances exist:

1. The Project is consistent with the goals, policies, and standards of the City's General Plan and all other applicable standards and ordinances of the City.
2. In accordance with the Development Agreement Statute, the City Council finds that the amendment to the Development Agreement:
  - a. Will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area nor detrimental to the general welfare of the residents of the City as a whole; and
  - b. Will not adversely affect the orderly development of property or the preservation of property values; and
  - c. Is consistent with the relevant provisions of Government Code Sections 65864 through 65869.5; and
  - d. Contains a legal description of the property.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Turlock does hereby determine:

**Section 1.** This request is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) [Project] of the CEQA guidelines. This is an organizational or administrative activity involving the request for a time extension for the Development Agreement (DA) between the City of Turlock and Perfect Union. This action will not result in direct or indirect physical changes in the environment.

**Section 2.** The City Council of the City of Turlock extends the terms of the Development Agreement between the City of Turlock and Perfect Union through June 30, 2025.

**Section 3.** If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

**Section 4.** Upon the passage of this Ordinance, the City Manager is authorized to execute the amendment to the Development Agreement on behalf of the City. Within ten (10) days of the execution, but no earlier than 30 days after passage of this Ordinance, the City Clerk shall cause the Development Agreement to be recorded in the Office of the County Recorder as provided for by Government Code section 65868.5. The amendment to the Development Agreement shall not take effect for thirty (30) days following passage and adoption of this Ordinance.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 8<sup>th</sup> day of October, 2024, by the following vote:

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

Signed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

SIGNED:

\_\_\_\_\_  
Amy Bublak, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL  
TO:**

City of Turlock  
156 S Broadway  
Turlock, CA 95380  
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
Recording Fee Exempt per Government Code §6103

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF TURLOCK AND PERFECT UNION**

**THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT** ("Second Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the **City of Turlock**, a California municipal corporation ("City"), and **Perfect Union Turlock LLC**, a California limited liability company ("Developer" or "Perfect Union"). City and Perfect Union may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Second Amendment.

**RECITALS**

- A. The City and Perfect Union entered into that certain Development Agreement dated September 15, 2020, which permitted Perfect Union to operate a cannabis dispensary in the City of Turlock ("Development Agreement").
- B. The City and Perfect Union entered into that First Amendment to Development Agreement dated August 30, 2024 ("First Amendment").
- C. Under Section 5-21-103 of the Turlock Municipal Code, any cannabis dispensary business allowed in the City shall obtain a development agreement, a City business license, and a conditional use permit.
- D. Pursuant to the relevant provisions of the Development Agreement, the Parties wish to enter into this First Agreement.

**NOW, THEREFORE**, and based upon the representations herein, the Parties do agree as follows:

**Section 1. Recitals.** The above recitals are incorporated by this reference and made a part of this Second Amendment.

**Section 2. Effect of Amendment.** The sole effect of this Second Amendment is to extend the term of the Agreement through June 30, 2025.

**Section 3. Entire Agreement.** The Development Agreement, the First Amendment, together with this Second Amendment, constitute the entire agreement between the Parties.

**Section 4. Effective Date of Amendment; Recordation.** This Second Amendment shall become effective on the date upon which it is executed by Perfect Union and City, whichever is later (the "Second Amendment Effective Date"). This Second Amendment shall be recorded by the City in the Official Records of the County of Stanislaus within ten (10) days following the Second Amendment Effective Date.

**Section 5. Counterparts.** This Second Amendment may be executed in several counterparts, each which shall be deemed an original, but which together shall constitute one and the same instrument.

**Section 6. Authority.** All Parties to this Second Amendment warrant and represent that they have the power and authority to enter into this amendment and the names, titles and capacities herein state on behalf of any entities, persons, states or firms represented or purposed 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 this Second Amendment have been fully complied with. Further, by entering into this Second Amendment, each Party represents that this Second Amendment has not caused any breach of the terms or conditions of any other contract or agreement to which such Party is obligated.

**IN WITNESS WHEREOF,** this Second Amendment has been entered into by and between Perfect Union and City as of the Effective Date, as defined above.

"CITY"

CITY OF TURLOCK, a  
California municipal Corporation

By: \_\_\_\_\_  
Sarah Eddy  
Acting City Manager

Dated: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

“DEVELOPER”/”PERFECT UNION”

PERFECT UNION TURLOCK LLC., a  
California limited liability company

By: \_\_\_\_\_  
Thomas Sheridan  
Its: CEO

Dated: \_\_\_\_\_

# ***City Council Staff Report***

## ***October 22, 2024***



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From: Adrienne Werner, Development Services Director

Prepared by: Adrienne Werner, Development Service Director

Agendized by: Sarah Eddy, Acting City Manager

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

Ordinance: Extending the Development Agreement between Fire House and the City of Turlock for the operation of a cannabis retail dispensary at 1601 W. Main Street, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 089-015-006 through June 30, 2025.

### **2. SYNOPSIS:**

In accordance with City of Turlock Ordinance 1260-CS and Article 9 of the Turlock Municipal Code, the Planning Commission is recommending the Turlock City Council extend the Development Agreement with Fire House for the operation of the cannabis retail business located at 1601 W. Main Street, Stanislaus County APN 089-015-006 through June 30, 2025.

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

On June 25, 2024, the Turlock City Council chose not to place a measure on the November 5, 2024 ballot for a tax on businesses involved in the cannabis industry. The next opportunity for the Council to consider such a tax will be before the general election on November 3, 2026.

Three of the initial approvals for Development Agreements that permit cannabis operations in the City are set to expire in October 2024, with Fire House's Development Agreement expiring October 10, 2024. To address this, the City and Fire House have signed a Second Amendment to the Development Agreement, extending the Development Agreement through December 31, 2024.

Over the past five years of the pilot program, city staff and cannabis operators have identified several areas in the ordinance and Development Agreements that need to be revisited. Staff requested the Planning Commission recommend the City Council extend the Development Agreements until June 30, 2025. This extension will provide the City and cannabis operators the opportunity to come together and discuss potential amendments without disrupting their operations.

**4. BASIS FOR RECOMMENDATION:**

A. Development Agreement Section 1.9 requires major amendments to the Development Agreement be approved by the City Council.

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

**Fiscal Impact**

If City Council does not elect to extend the terms of the Development Agreement with Fire House the Development Agreement will terminate. If the agreement is terminated Fire House can no longer operate and is no longer obligated to comply with the terms of the agreement including depositing the public benefit amount as specified in the agreement.

**6. STAFF RECOMMENDATION:**

At the September 19, 2024 Special Planning Commission meeting the Commission voted 5-0-2 to recommend the City Council extend the term of the Development Agreement through June 30, 2025.

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

Recommend extending the terms of the Development Agreement between the City of Turlock and Fire House through June 30, 2025.

**8. ENVIRONMENTAL DETERMINATION:**

This request is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) [Project] of the CEQA guidelines. This is an organizational or administrative activity involving the request for a time extension for the Development Agreement (DA) between the City of Turlock and Fire House. This action will not result in direct or indirect physical changes in the environment.

**9. ALTERNATIVES:**

A. City Council could choose not extend the term of the Development Agreement with Fire House. If the City Council does not choose to extend the term of the Development Agreement, the Development Agreement will terminate and will eliminate any further obligation by Fire House.

**10. ATTACHMENTS:**

1. Resolution
2. Third Amendment to Development Agreement

## BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF EXTENDING BY AMENDMENT,	}	ORDINANCE NO. 13XX-CS
IN A FORM APPROVED BY THE CITY ATTORNEY,	}	
THE DEVELOPMENT AGREEMENT BETWEEN FIRE	}	
HOUSE AND THE CITY OF TURLOCK THROUGH	}	
JUNE 30, 2025 FOR THE OPERATION OF A	}	
CANNABIS DISPENSARY AT 1601 W. MAIN	}	
STREET, TURLOCK, CALIFORNIA, STANISLAUS	}	
COUNTY APN 089-015-006 BY APPROVING THE	}	
THIRD AMENDMENT TO THE DEVELOPMENT	}	
AGREEMENT THROUGH JUNE 30, 2025	}	

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**WHEREAS**, on June 11, 2019, the City Council of the City of Turlock (the “City Council”) adopted Ordinance No. 1255-CS to enact cannabis regulations for cannabis businesses pursuant to AUMA and MAUCRSA, by amending the City’s cannabis business regulations and establishing a Cannabis Business Pilot Program (the “Pilot Program”); and

**WHEREAS**, on June 11, 2019, the City adopted Ordinance No. 1255-CS amending the City’s cannabis business regulations and establishing a Cannabis Business Pilot Program (the “Pilot Program”) to regulate the operation of commercial cannabis businesses within the City; and

**WHEREAS**, on September 10, 2019, the City adopted Ordinance No. 1260-CS approving a Development Agreement by and between the City and Fire House to operate a storefront retail dispensary as defined in Turlock Municipal Code Section 5.21 in strict accordance with applicable state and local law, at 1601 W. Main Street, Turlock, California, County of Stanislaus Assessor’s Parcel Number 089-015-006 (the “Project”), consistent with the General Plan, as amended; and

**WHEREAS**, the City and Fire House entered into a Development Agreement dated August 3, 2020, which permitted Fire House to operate a cannabis dispensary at 1601 W. Main Street, Turlock, California, County of Stanislaus Assessor’s Parcel Number 089-015-006; and

**WHEREAS**, under Section 5-21-103 of the Turlock Municipal Code, any cannabis dispensary business allowed in the City shall obtain a development agreement, a City business license, and conditional use permit; and

**WHEREAS**, pursuant to Section 1.9 of the Development Agreement a “Major Amendment” to the Development Agreement shall be approved by the City Council; and

**WHEREAS**, after the public hearing held on September 19, 2024, the Planning Commission recommended the City Council extend the term of the Development Agreement through June 30, 2025.

**WHEREAS**, the City Council, based on its independent review and analysis of the Planning Commission's recommendation, oral and written testimony, and the record as a whole, finds, after due study, deliberation, and public hearing, and based on its independent judgement, that the following circumstances exist:

1. The Project is consistent with the goals, policies, and standards of the City's General Plan and all other applicable standards and ordinances of the City.
2. In accordance with the Development Agreement Statute, the City Council finds that the amendment to the Development Agreement:
  - a. Will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area nor detrimental to the general welfare of the residents of the City as a whole; and
  - b. Will not adversely affect the orderly development of property or the preservation of property values; and
  - c. Is consistent with the relevant provisions of Government Code Sections 65864 through 65869.5; and
  - d. Contains a legal description of the property.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Turlock does hereby determine:

**Section 1.** This request is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) [Project] of the CEQA guidelines. This is an organizational or administrative activity involving the request for a time extension for the Development Agreement (DA) between the City of Turlock and Fire House. This action will not result in direct or indirect physical changes in the environment.

**Section 2.** The City Council of the City of Turlock extends the terms of the Development Agreement between the City of Turlock and Fire House through June 30, 2025.

**Section 3.** If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

**Section 4.** Upon the passage of this Ordinance, the City Manager is authorized to execute the amendment to the Development Agreement on behalf of the City. Within ten (10) days of the execution, but no earlier than 30 days after passage of this Ordinance, the City Clerk shall cause the Development Agreement to be recorded in the Office of the County Recorder as provided for by Government Code section 65868.5. The amendment to the Development Agreement shall not take effect for thirty (30) days following passage and adoption of this Ordinance.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 8<sup>th</sup> day of October, 2024, by the following vote:

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

Signed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

SIGNED:

\_\_\_\_\_  
Amy Bublak, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL  
TO:**

City of Turlock  
156 S Broadway  
Turlock, CA 95380  
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
Recording Fee Exempt per Government Code §6103

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF TURLOCK AND FIRE HOUSE**

**THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT** ("Third Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the **City of Turlock**, a California municipal corporation ("City"), and **Fire House Turlock, Inc., dba Firehouse**, a California non-profit mutual benefit corporation formerly registered under the name of Fire House Cooperative, Inc. ("Developer" or "Fire House"). City and Fire House may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Third Amendment.

**RECITALS**

- A. The City and Fire House Cooperative, Inc. dba Firehouse entered into that certain Development Agreement dated August 3, 2020, which permitted Fire House Cooperative, Inc., dba Firehouse to operate a cannabis dispensary in the City of Turlock ("Development Agreement").
- B. The City and Fire House Cooperative, Inc. dba Firehouse entered into that certain First Amendment to Development Agreement dated July 25, 2022 which amended the name of Developer to Fire House Turlock, Inc. ("First Amendment").
- C. The City and Fire House Turlock, Inc. entered into that certain Second Amendment to Development Agreement dated August 30, 2024 ("Second Amendment").
- D. Under Section 5-21-103 of the Turlock Municipal Code, any cannabis dispensary business allowed in the City shall obtain a development agreement, a City business license, and a conditional use permit.
- E. Pursuant to the relevant provisions of the Development Agreement, the Parties wish to enter into this Third Amendment.

**NOW, THEREFORE**, and based upon the representations herein, the Parties do agree as follows:

**Section 1. Recitals.** The above recitals are incorporated by this reference and made a part of this Third Amendment.

**Section 2. Effect of Amendment.** The sole effect of this Third Amendment is to extend the term of the Agreement through June 30, 2025.

**Section 3. Entire Agreement.** The Development Agreement, the First Amendment, the Second Amendment, together with this Third Amendment, constitute the entire agreement between the Parties.

**Section 4. Effective Date of Amendment; Recordation.** This Third Amendment shall become effective on the date upon which it is executed by Fire House and City, whichever is later (the "Third Amendment Effective Date"). This Third Amendment shall be recorded by the City in the Official Records of the County of Stanislaus within ten (10) days following the Third Amendment Effective Date.

**Section 5. Counterparts.** This Third Amendment may be executed in several counterparts, each which shall be deemed an original, but which together shall constitute one and the same instrument.

**Section 6. Authority.** All Parties to this Third Amendment warrant and represent that they have the power and authority to enter into this amendment and the names, titles and capacities herein state on behalf of any entities, persons, states or firms represented or purposed 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 this Third Amendment have been fully complied with. Further, by entering into this Third Amendment, each Party represents that this Third Amendment has not caused any breach of the terms or conditions of any other contract or agreement to which such Party is obligated.

**IN WITNESS WHEREOF**, this Third Amendment has been entered into by and between Fire House and City as of the Effective Date, as defined above.

"CITY"

CITY OF TURLOCK, a  
California municipal Corporation

By: \_\_\_\_\_  
Sarah Eddy  
Acting City Manager

Dated: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

“DEVELOPER”/“FIRE HOUSE”

FIRE HOUSE TURLOCK, INC., a  
California non-profit mutual benefit  
Corporation

By: \_\_\_\_\_  
Angilbert Sarkis  
Its: Owner/COO

Dated: \_\_\_\_\_

# **City Council Staff Report**

## **October 22, 2024**



---

From: Adrienne Werner, Development Services Director

Prepared by: Adrienne Werner, Development Service Director

Agendized by: Sarah Eddy, Acting City Manager

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

Ordinance: Extending the Development Agreement between JDI Farms, Inc. and the City of Turlock for the operation of an indoor cannabis cultivation, manufacturing, and distribution business at 600 D Street, Turlock, CA, County of Stanislaus, Assessor's Parcel Number 043-018-016 through June 30, 2025.

### **2. SYNOPSIS:**

In accordance with City of Turlock Ordinance 1264-CS and Article 9 of the Turlock Municipal Code, the Planning Commission is recommending the Turlock City Council extend the Development Agreement with JDI Farms, Inc. for the operation of the indoor cannabis cultivation, manufacturing, and distribution business located at 600 D Street, Stanislaus County APN 043-018-016 through June 30, 2025.

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

On June 25, 2024, the Turlock City Council chose not to place a measure on the November 5, 2024 ballot for a tax on businesses involved in the cannabis industry. The next opportunity for the Council to consider such a tax will be before the general election on November 3, 2026.

Three of the initial approvals for Development Agreements that permit cannabis operations in the City are set to expire in October 2024, with JDI Farms, Inc.'s Development Agreement expiring November 8, 2024. To address this, the City and JDI Farms, Inc. have signed a First Amendment to the Development Agreement, extending the Development Agreement through December 31, 2024.

Over the past five years of the pilot program, city staff and cannabis operators have identified several areas in the ordinance and Development Agreements that need to be revisited. Staff requested the Planning Commission recommend the City Council extend the Development Agreements until June 30, 2025. This extension will provide the City and cannabis operators the opportunity to come together and discuss potential amendments without disrupting their operations.

**4. BASIS FOR RECOMMENDATION:**

A. Development Agreement Section 1.9 requires major amendments to the Development Agreement be approved by the City Council.

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

**Fiscal Impact**

If City Council does not elect to extend the terms of the Development Agreement with JDI Farms, Inc. the Development Agreement will terminate. If the agreement is terminated JDI Farms, Inc. can no longer operate and is no longer obligated to comply with the terms of the agreement including depositing the public benefit amount as specified in the agreement.

**6. STAFF RECOMMENDATION:**

At the September 19, 2024 Special Planning Commission meeting the Commission voted 5-0-2 to recommend the City Council extend the term of the Development Agreement through June 30, 2025.

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

Recommend extending the terms of the Development Agreement between the City of Turlock and JDI Farms, Inc. through June 30, 2025.

**8. ENVIRONMENTAL DETERMINATION:**

This request is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) [Project] of the CEQA guidelines. This is an organizational or administrative activity involving the request for a time extension for the Development Agreement (DA) between the City of Turlock and JDI Farms, Inc. This action will not result in direct or indirect physical changes in the environment.

**9. ALTERNATIVES:**

A. City Council could choose not extend the term of the Development Agreement with JDI Farms, Inc. If the City Council does not choose to extend the term of the Development Agreement, the Development Agreement will terminate and will eliminate any further obligation by JDI Farms, Inc.

**10. ATTACHMENTS:**

1. Resolution
2. Second Amendment to Development Agreement

## BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF EXTENDING BY AMENDMENT,  
 IN A FORM APPROVED BY THE CITY ATTORNEY,  
 THE DEVELOPMENT AGREEMENT BETWEEN JDI  
 FARMS, INC AND THE CITY OF TURLOCK  
 THROUGH JUNE 30, 2025 FOR THE OPERATION  
 OF AN INDOOR CANNABIS CULTIVATION,  
 MANUFACTURING, AND DISTRIBUTION BUSINESS  
 AT 600 D STREET, TURLOCK, CALIFORNIA,  
 STANISLAUS COUNTY APN 043-018-016 AND  
 APPROVING THE SECOND AMENDMENT TO THE  
 DEVELOPMENT AGREEMENT THROUGH JUNE 30,  
2025.

ORDINANCE NO. 13XX-CS

**WHEREAS**, on June 11, 2019, the City Council of the City of Turlock (the "City Council") adopted Ordinance No. 1255-CS to enact cannabis regulations for cannabis businesses pursuant to AUMA and MAUCRSA, by amending the City's cannabis business regulations and establishing a Cannabis Business Pilot Program (the "Pilot Program"); and

**WHEREAS**, on June 11, 2019, the City adopted Ordinance No. 1255-CS amending the City's cannabis business regulations and establishing a Cannabis Business Pilot Program (the "Pilot Program") to regulate the operation of commercial cannabis businesses within the City; and

**WHEREAS**, on October 8, 2019, the City adopted Ordinance No. 1264-CS approving a Development Agreement by and between the City and JDI Farms, Inc. to operate an indoor cannabis cultivation, manufacturing, and distribution business as defined in Turlock Municipal Code Section 5.21 in strict accordance with applicable state and local law, at 600 D Street, Turlock, California, County of Stanislaus Assessor's Parcel Number 043-018-016 (the "Project"), consistent with the General Plan, as amended; and

**WHEREAS**, the City and JDI Farms, Inc. entered into a Development Agreement dated October 8, 2019, which permitted JDI Farms, Inc. to operate an indoor cannabis cultivation, manufacturing, and distribution business at 600 D Street, Turlock, California, County of Stanislaus Assessor's Parcel Number 043-018-016; and

**WHEREAS**, under Section 5-21-103 of the Turlock Municipal Code, any cannabis cultivation, manufacturing, and distribution business allowed in the City shall obtain a development agreement, a City business license, and conditional use permit; and

**WHEREAS**, pursuant to Section 1.9 of the Development Agreement a "Major Amendment" to the Development Agreement shall be approved by the City Council; and

**WHEREAS**, after the public hearing held on September 19, 2024, the Planning Commission recommended the City Council extend the term of the Development Agreement through June 30, 2025.

**WHEREAS**, the City Council, based on its independent review and analysis of the Planning Commission's recommendation, oral and written testimony, and the record as a whole, finds, after due study, deliberation, and public hearing, and based on its independent judgement, that the following circumstances exist:

1. The Project is consistent with the goals, policies, and standards of the City's General Plan and all other applicable standards and ordinances of the City.
2. In accordance with the Development Agreement Statute, the City Council finds that the amendment to the Development Agreement:
  - a. Will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area nor detrimental to the general welfare of the residents of the City as a whole; and
  - b. Will not adversely affect the orderly development of property or the preservation of property values; and
  - c. Is consistent with the relevant provisions of Government Code Sections 65864 through 65869.5; and
  - d. Contains a legal description of the property.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Turlock does hereby determine:

**Section 1.** This request is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) [Project] of the CEQA guidelines. This is an organizational or administrative activity involving the request for a time extension for the Development Agreement (DA) between the City of Turlock and JDI Farms, Inc. This action will not result in direct or indirect physical changes in the environment.

**Section 2.** The City Council of the City of Turlock extends the terms of the Development Agreement between the City of Turlock and JDI Farms, Inc. through June 30, 2025.

**Section 3.** If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

**Section 4.** Upon the passage of this Ordinance, the City Manager is authorized to execute the amendment to the Development Agreement on behalf of the City. Within ten (10) days of the execution, but no earlier than 30 days after passage of this Ordinance, the City Clerk shall cause the Development Agreement to be recorded in the Office of the County Recorder as provided for by Government Code section 65868.5. The amendment to

the Development Agreement shall not take effect for thirty (30) days following passage and adoption of this Ordinance.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 8<sup>th</sup> day of October, 2024, by the following vote:

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

Signed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

SIGNED:

\_\_\_\_\_  
Amy Bublak, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL  
TO:**

City of Turlock  
156 S Broadway  
Turlock, CA 95380  
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
Recording Fee Exempt per Government Code §6103

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF TURLOCK AND JDI FARMS**

**THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT** (“Second Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the **City of Turlock**, a California municipal corporation (“City”), and **JDI FARMS, INC.**, a California corporation (“Developer” or “JDI Farms”). City and JDI Farms may be referred to herein individually as a “Party” or collectively as the “Parties.” There are no other parties to this Second Amendment.

**RECITALS**

- A. The City and JDI Farms entered into that certain Development Agreement dated October 8, 2019, which permitted JDI Farms to operate cultivation, manufacturer, and distribution cannabis businesses in the City of Turlock (“Development Agreement”).
- B. The City and JDI Farms entered into that certain First Amendment to Development Agreement dated August 30, 2024 (“First Amendment”).
- C. Under Sections 5-21-105(a), 5-21-107(a), and 5-21-108(a) of the Turlock Municipal Code, cultivation, manufacturing and distribution cannabis businesses are allowed in the City with a development agreement and a conditional use permit.
- D. Pursuant to the relevant provisions of the Development Agreement, the Parties wish to enter into this Second Amendment.

**NOW, THEREFORE**, and based upon the representations herein, the Parties do agree as follows:

**Section 1. Recitals.** The above recitals are incorporated by this reference and made a part of this Second Amendment.

**Section 2. Effect of Amendment.** The sole effect of this Second Amendment is to extend the term of the Agreement through June 30, 2025.

**Section 3. Entire Agreement.** The Development Agreement, the First Amendment, together with this Second Amendment, constitute the entire agreement between the Parties.

**Section 4. Effective Date of Amendment; Recordation.** This Second Amendment shall become effective on the date upon which it is executed by JDI Farms and City, whichever is later (the "Second Amendment Effective Date"). This Second Amendment shall be recorded by the City in the Official Records of the County of Stanislaus within ten (10) days following the Second Amendment Effective Date.

**Section 5. Counterparts.** This Second Amendment may be executed in several counterparts, each which shall be deemed an original, but which together shall constitute one and the same instrument.

**Section 6. Authority.** All Parties to this Second Amendment warrant and represent that they have the power and authority to enter into this amendment and the names, titles and capacities herein state on behalf of any entities, persons, states or firms represented or purposed 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 this Second Amendment have been fully complied with. Further, by entering into this Second Amendment, each Party represents that this Second Amendment has not caused any breach of the terms or conditions of any other contract or agreement to which such Party is obligated.

**IN WITNESS WHEREOF,** this Second Amendment has been entered into by and between JDI Farms and City as of the Effective Date, as defined above.

"CITY"

CITY OF TURLOCK, a  
California municipal Corporation

By: \_\_\_\_\_  
Sarah Eddy  
Acting City Manager

Dated: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

“DEVELOPER”/JDI FARMS”

JDI FARMS, INC., a California  
corporation

By: \_\_\_\_\_  
Darron Silva  
Its: CEO

Dated: \_\_\_\_\_

# City Council Staff Report

October 22, 2024



From: Christopher Fisher, Municipal Services Director  
 Prepared by: David Huff, Water Quality Control Manager, Christopher Fisher, Municipal Services Director  
 Agendized by: Sarah Eddy, Acting City Manager

## 1. ACTION RECOMMENDED:

Ordinance: Waive Second Reading and adopt an ordinance amending Turlock Municipal Code Title 6 (Sanitation and Health), Chapter 6-4 (Sewage Disposal), Article 1 (General Provisions); Article 4 (Fees and Charges); Article 5 (Wastewater Treatment Facility Capacity Charges); Article 7 (Sewer Service User Rates); Article 9 (Testing Methods and Procedures Used to Determine Influent Flow Characteristics); and Article 11 (Sewer Lines and Reimbursement)

## 2. DISCUSSION OF ISSUE:

On October 8, 2024, the Council waived the first reading and introduced an ordinance amending Turlock Municipal Code (TMC) Title 6 (Sanitation and Health), Chapter 6-4 (Sewage Disposal), Article 1 (General Provisions); Article 4 (Fees and Charges); Article 5 (Wastewater Treatment Facility Capacity Charges); Article 7 (Sewer Service User Rates); Article 9 (Testing Methods and Procedures Used to Determine Influent Flow Characteristics); and Article 11 (Sewer Lines and Reimbursement). The Council also adopted a resolution that updated sewer rates for all the City's sewer customers. The October 8th staff report described the items in detail.

Staff recommends that the Council waive the second reading and adopt the ordinance amending TMC Title 6 (Sanitation and Health), Chapter 6-4 (Sewage Disposal), Article 1 (General Provisions); Article 4 (Fees and Charges); Article 5 (Wastewater Treatment Facility Capacity Charges); Article 7 (Sewer Service User Rates); Article 9 (Testing Methods and Procedures Used to Determine Influent Flow Characteristics); and Article 11 (Sewer Lines and Reimbursement). The changes in the City's Code, effectuated by the ordinance, are required to clarify the City's implementation and imposition of its sewer rates, to implement the rates adopted by resolution on October 8, 2024, and to bring the City's Code in line with current City practices. The sewer rate schedules adopted on October 8th can be seen in Attachment #2 to this staff report, included as a reference.

On August 13, 2024, City Council authorized staff to initiate the Proposition 218 process to adjust the City's Sewer Rates, to be effective January 1, 2025 through Fiscal Year 2029-30. Immediately following the meeting, staff mailed notices to all affected ratepayers and property owners in accordance with applicable requirements.

The actions covered in the 10/8 staff report included:

1. Held a public hearing and determined that no majority protest existed. The City Council could then adopt a resolution approving the five-year schedule of sewer rates pursuant to the analyses included in the Sewer and Regional Water Quality

Control Facility Engineer's Report prepared by Carollo Engineering, Inc. and the Sewer Rate Study prepared by NBS.

2. Adopted a resolution to approve the updated Sewer Service User Rates and adopt the Sewer Rate Study as prepared by NBS, which will cause the rate adjustments to go into effect on January 1, 2025 assuming the second and final reading of the ordinance (taking place on October 22, 2024) is approved by City Council.
3. Adopted a resolution to approve the Sewer and Regional Water Quality Control Facility Engineer's Report Update as prepared by Carollo Engineers, Inc.
4. Introduced and presented the first reading of an ordinance amending the Turlock Municipal Code Title 6 "Sanitation and Health," Chapter 4 "Sewage Disposal" to facilitate future necessary modifications to applicable rates, which will be done by Council resolution in the future, identical to the first action (#2 on this list) that was approved at that meeting.

The action covered in this staff report include:

1. The second and final reading of the ordinance amending TMC Title 6 "Sanitation and Health," Chapter 4 "Sewage Disposal."

**3. BASIS OF RECOMMENDATION:**

- A. Adoption of the ordinance is necessary to effectuate the sewer rates adopted by resolution on October 8, 2024.

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

The fiscal impact of this action is limited to the decreased expenditure of staff time associated with simplifying the rate-adoption process in the future.

**5. STAFF RECOMMENDATION:**

Recommend approval.

**6. CITY MANAGER COMMENTS:**

Recommend approval.

**7. ENVIRONMENTAL DETERMINATION:**

- A. The Ordinance has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA") and the CEQA Guidelines. The Ordinance is not a project under CEQA Guidelines Section 15378(b)(4) because the Ordinance does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, as the Ordinance addresses requirements for a government funding mechanisms which do not involve any commitment to any specific project. The Ordinance is also exempt from CEQA as there is no possibility for causing a significant effect on the environment, per CEQA Guideline Section 15061(b)(3). No specific sewer projects are associated with this Ordinance. The Ordinance is policy-

oriented and would create a funding mechanism for the development of future sewer facilities. When and if specific sewer projects are developed and proposed for implementation, the environmental impacts of such facilities would be evaluated in accordance with CEQA and City practice.

**8. ALTERNATIVES:**

- A. The rate study shows that a realignment of the rates is required to comply with Proposition 218's proportionality requirements. Therefore, no feasible alternative exists that complies with Proposition 218 other than adopting the proposed rate plan. Moreover, the updated sewer rates were adopted by Council on October 8, 2024, and as such, that resolution would need to be repealed if the ordinance is not adopted.

**9. ATTACHMENTS:**

- 1. Draft Ordinance
- 2. Exhibit B to Resolution 2024-153 Adopting Rates

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

<b>IN THE MATTER OF AMENDING TURLOCK</b>	}	<b>ORDINANCE NO. -CS</b>
<b>MUNICIPAL CODE TITLE 6 (SANITATION AND</b>	}	
<b>HEALTH), CHAPTER 6-4 (SEWAGE DISPOSAL),</b>	}	
<b>ARTICLE 1 (GENERAL PROVISIONS); ARTICLE</b>	}	
<b>4 (FEES AND CHARGES); ARTICLE 5</b>	}	
<b>(WASTEWATER TREATMENT FACILITY</b>	}	
<b>CAPACITY CHARGES); ARTICLE 7 (SEWER</b>	}	
<b>SERVICE USER RATES); ARTICLE 9 (TESTING</b>	}	
<b>METHODS AND PROCEDURES USED TO</b>	}	
<b>DETERMINE INFLUENT FLOW</b>	}	
<b>CHARACTERISTICS); AND ARTICLE 11</b>	}	
<b>(SEWER LINES AND REIMBURSEMENT)</b>	}	

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**WHEREAS**, the City of Turlock ("City") seeks to update its Sewer Service User Rates and delete outdated sections of the Chapter 6-4 (Sewage Disposal) of Title 6 (Sanitation and Health) of the Turlock Municipal Code ("TMC"); and

**WHEREAS**, Article 7 of Chapter 6-4 of Title 6 of the TMC currently sets forth the Sewer Service User Rates for all sewer customers; and

**WHEREAS**, staff is recommending that the TMC be amended to allow the City Council to fix charges for rates for sewer services by resolution and revise rates from time to time with the objective that the City sewer system be operated on a sound economic basis; and

**WHEREAS**, the City wishes to make these changes to streamline adoption of charges in the future; and

**WHEREAS**, the additional TMC amendments adopted by this Ordinance will also clarify and simplify charges imposed on the City's industrial sewer customers.

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

**SECTION 1. ENVIRONMENTAL DETERMINATION:** The Ordinance has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA") and the CEQA Guidelines. The Ordinance is not a project under CEQA Guidelines Section 15378(b)(4) because the Ordinance does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, as the Ordinance addresses requirements for a government funding mechanisms which do not involve any commitment to any specific project. The Ordinance is also exempt from CEQA as there is no possibility for causing a

significant effect on the environment, per CEQA Guideline Section 15061(b)(3). No specific sewer projects are associated with this Ordinance. The Ordinance is policy-oriented and would create a funding mechanism for the development of future sewer facilities. When and if specific sewer projects are developed and proposed for implementation, the environmental impacts of such facilities would be evaluated in accordance with CEQA and City practice.

**SECTION 2. AMENDMENT:** Title 6, Chapter 6-4, Article 1, Section 6-4-103 (Definitions) is hereby amended to read as follows:

**6-4-103 Definitions.**

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

“Act” or “the Act” means the Federal Water Pollution Control Act, as amended by the Clean Water Act.

“Account” means the responsible individual or entity to which City services were rendered or provided to or for.

“Annual Fee Billing” is any fee or charge stated in this chapter on an annual or yearly basis may be billed monthly or bi-monthly on a pro-rata basis.

“Biochemical Oxygen Demand” or “BOD” means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures, as described in the current edition of Standard Methods for the Examination of Waste and Wastewater.

~~“Biochemical Oxygen Demand” or “BOD” is the laboratory analysis of a sample from waste water discharge to determine organic strength for billing purposes.~~

“Biosolids beneficial reuse/disposal” means the processing, disposal, or beneficial reuse of biosolids from the POTW in compliance with the federal statutory provisions and regulations or permits issued thereunder, including, but not limited to, Part 503 of Title 40 of CFR or more stringent state or local regulations.

“Categorical standards” means standards promulgated pursuant to Sections 308(b) and 308(c) of the Act.

“CFR” means the Code of Federal Regulations.

“Chronic violations” means that sixty-six (66%) percent or more of all of the measurements taken during a six (6) month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter.

“City” means the City of Turlock.

“City NPDES Permit” means a National Pollution Discharge Elimination System Permit issued to the City by the State Water Resources Control Board, pursuant to the Act, which allows the City to discharge to the waters of the State.

“Connection” means Sewer Connection.

“Council” means the City Council of the City.

“Daily Pollutant Loading” means the quantity of pollutants discharged by a user per day.

“Director” means the Director of Municipal Services or other persons as may be designated by the Director to perform the services or make the determinations permitted or required in this chapter.

“Discharge” means any measurable quantity of waste or wastewater released to the sewer system.

“Domestic sewer service” means sewer service provided to users who discharge only domestic Waste.

“Domestic waste” means waste which does not contain industrial waste and which is discharged from a residential dwelling.

“Dwelling unit” means any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking and sanitation, as required by the Uniform Building Code, for not more than one family, or a congregate residence for (10) or less persons.

“Effluent” means the liquid outflow of any facility designed to treat, convey, or retain wastewater.

“ENR Index” means the Engineering News Record Construction Cost Index for the San Francisco area.

“Fixture unit” means any unit of measure representing the sewage load-producing effects on the sewer system of different kinds of plumbing fixtures based upon the trap size required or the rated discharge capacity expressed in gallons per minute.

“Grab sample” means an individual sample collected from a waste stream on a one-time basis without regard to the flow in the waste stream and without consideration of time or strength over a period of time not exceeding fifteen (15) minutes.

“Grease interceptor” means an interceptor of at least 750 gallon capacity to serve one or more fixtures and which shall be remotely located.

“Grease Trap” means a trap designed to retain grease from one to a maximum of four fixtures.

“Hazardous waste” means any waste identified and/or defined as a “Hazardous Waste,” “Extremely Hazardous Waste,” or “Acutely Hazardous Waste” pursuant to any

provisions of the California Health and Safety Code, the Resource Conservation and Recovery Act, and any other federal, state, or local regulation, law, or ordinance.

“Indirect discharge” means the introduction of pollutants into the POTW from any non-domestic source regulated under Section 307(b), 307(c), or 307(d) of the Act.

“Industrial user” means a source of indirect discharge.

“Industrial waste” means liquid and/or solid waste other than domestic waste.

“Interceptor” means a device designed and installed to separate and retain deleterious, hazardous, or otherwise undesirable matter from normal wastes and permit normal wastes and permit normal sewage or liquid wastes to discharge into the disposal terminal by gravity.

“Interference” means a discharge which, alone or in conjunction with any other discharges from other sources:

(1) Inhibits or disrupts the POTW, its treatment processes or operations, or its solids processes, use, or disposal; and

(2) Is a cause of violation of any requirement of the City NPDES Permit (including an increase in the magnitude or duration of a violation) or of the prevention of biosolids beneficial reuse or disposal in compliance with the federal, state, or local laws or regulations or permits issued thereunder. A user shall be deemed to have contributed to the POTW’s violation of the City NPDES Permit whenever the user:

(i) discharges a Daily Pollutant Loading in excess of that allowed by federal, state, or local regulations or law or the user’s Waste Discharge Permit, if any;

(ii) Discharges wastewater which substantially differs in nature or constituents from the user’s average discharge; or

(iii) Discharges when the user knows or has reason to know that any of its discharge, alone or in conjunction with a discharge or discharges from other sources, would result in a violation of the City NPDES Permit, increase the magnitude or duration of the City’s violation, or would prevent biosolid beneficial reuse/disposal.

“Lateral” means a sewer lateral.

“Line” means a sewer line.

“Lot” or a “parcel” shall mean a parcel of land consisting of one (1) or more contiguous lots of record in one (1) ownership to which service is provided for any purpose.

“Lowest explosive limit” means the minimum concentration of a combustible gas or vapor in air which will ignite if an ignition source is present.

“Main” means a sewer main.

“Major extension” means a sewer line extension of pipe that is ten (10”) inches or greater in diameter, or twenty (20) feet, or more, in length.

“Meter” means a device designed to measure the amount of influent and effluent flow.

“New source” means:

(1) Any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under Section 307(c) of the Act which shall be applicable to the source if the standards are thereafter promulgated in accordance with that section, provided that:

(i) The building, structure, facility, or installation is constructed at a site where no other source is located; or

(ii) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(iii) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of paragraph (i), (ii), or (iii), above, but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source has commenced, if the owner or operator has:

(i) Begun, or caused to begin, as part of a continuous on-site construction program:

(aa) Any placement, assembly, or installation of facilities or equipment; or

(ab) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of New Source facilities or equipment; or

(ac) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its subject operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation.

“Oversized sewer line” or “oversized line” means a sewer line in excess of eight (8) inches in diameter.

“Pass-through” means a discharge which exits the POTW in quantities or concentrations which, alone or with discharges from other sources, causes or contributes to a violation or increases the magnitude of a violation of the City NPDES Permit. A user shall be deemed to have contributed to the City POTW Permit violation whenever the User:

- (1) Discharges a Daily Pollutant Loading in excess of that allowed by federal, state, or local law or pursuant to the user’s contract, if any, with the POTW;
- (2) Discharges wastewater which substantially differs in nature or constituents from the user’s average discharge;
- (3) Discharges when the user knows or has reason to know that its discharge, alone or in conjunction with discharges from other sources, would result in a violation of the City’s POTW Permit; or
- (4) Discharges when the user knows or has reason to know that the POTW is violating the final effluent limitations of its permit and the user’s discharge, alone or in conjunction with discharge or discharges from other sources, increases the magnitude or duration of the City POTW Permit.

“Person” means any individual, firm, company, partnership, association, or private, public, or municipal corporation’s responsible corporate officer, the United States of America, the State, all districts and all political subdivisions, governmental agencies, and subdivisions thereof, except the City.

“pH” means the scale of one (1) to fourteen (14) which measures acidity and alkalinity; 7.0 being neutral, 0-7 being acidic, and 7-14 being basic alkaline. It is the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.

“Point of Discharge” means the point at which any private sewer joins the public sewer lateral.

“Pollutant” means anything which degrades the quality of the environment. For water pollution this may include any substance, vector or quality, such as heat, that degrades or alters the inherent quality of the water.

“POTW” means the City Publicly Owned Treatment Works.

“Premises” means a parcel or parcels of real estate, or portions thereof, including any improvements thereon, which is determined by the City to be a single user for the purposes of receiving, using, or paying for sewer service.

“Pretreatment” means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants

into the POTW. The reduction or alteration can be obtained by physical, chemical, or biological processes, or process changes or other means, except as prohibited in Title 40 CFR.

“Pretreatment standard” means any regulation containing pollutant discharge limits promulgated by the USEPA under Sections 307(b) and 307(c) of the Act applicable to industrial users, including the general and specific prohibitions found in Title 40, CFR, Section 403.5 and limits established by the City as set forth in this chapter and any additional pretreatment requirements set forth in any Waste Discharge Permit issued by the City pursuant to this chapter.

“Project” means and includes, but is not limited to, any development of the following types:

- (1) A project in which an undivided interest in the land is coupled with the right of exclusive occupancy of any office, apartment, or business unit located thereon;
- (2) An estate in real property consisting of an undivided interest-in-common in a portion of a premises, together with a separate interest in space in a building on the premises. A condominium may include, in addition, a separate interest in other portions of the real property;
- (3) A corporation which is formed or utilized primarily for the purpose of holding title to, either in fee simple or for a term of years, improved real property, if all or substantially all of the shareholders of the corporation receive a right of exclusive occupancy in a portion of the real property, title to which is held by the corporation, which right to occupancy is transferable only concurrently with the transfer of shares of stock in the corporation, with the shares of stock in the corporation held by the Person having the right of occupancy.

“Public nuisance” means anything which is injurious to health or is indecent or offensive to the senses or an obstruction to the free use of property so as to interfere with the comfort or enjoyment of life or property or which affects at the same time an entire community or neighborhood or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.

“Purchase Capacity Charge” is a one-time Purchase Capacity Charge for the purchase of the capacity as established by this chapter.

“Radioactive materials” means any material containing chemical elements which spontaneously change their atomic structure with the emission of atomic energy.

“Receptor” means an approved plumbing fixture or device of such material, shape, and capacity to adequately receive the discharge from indirect waste pipes, so constructed and located so as to be readily cleaned.

“Restaurant” means any establishment that serves food to customers.

“Reserved capacity” means the capacity in the POTW reserved for a user.

~~“Reserved Capacity Charge” means a charge imposed on an industrial user for capitalization costs, interest costs, administrative charges, infiltration/inflow costs, and other costs, including replacement costs for the sewer system and capacity in the POTW reserved for the user.~~

“Sampler” means a device designed to collect a user’s wastewater effluent for characteristic analysis.

“Sand trap” means a trap designed to retain or separate deleterious, hazardous, or otherwise undesirable materials from sand from one to a maximum of four fixtures.

“Sand interceptor” means an interceptor of at least 750 gallon capacity to serve one or more fixtures and which shall be remotely located.

“Sewer system” or “System” means all sewer treatment plants and all other facilities owned and operated by the City for carrying, collecting, treating, and disposing of Sewage or Waste.

“Sewage” means water or a combination of liquid or water containing human Waste conducted away from residences, business buildings, and institutions together with the liquid or water carried waste resulting from a manufacturing process employed in commercial or industrial establishments including, but not limited to, washing, cleaning, or drain water from such processes.

“Sewage sludge” means any solid, semisolid, or liquid decant, subnate, or supersubnate produced by any manufacturing process, utility service, or pretreatment facility operation.

“Sewer Assessment Fee” means a fee, to be paid by a person who connects to a sewer line or develops property, for existing sewer lines which serve the premises at the time the building permits are obtained.

“Sewer connection” means a sewer line conveying waste from a premises to a sewer main or sewer lateral line.

“Sewer lateral” means a sewer line that discharges into a sewer main and/or receives sewage from a sewer connection.

“Sewer line” means a sewer lateral or sewer main and any sewer lines on private property.

“Sewer line construction reimbursement fund” means a fund within the City of Turlock treasury used for reimbursing the cost associated with existing sewer lines.

“Sewer main” means a sewer line ten (10") inches or larger in diameter receiving sewage from one (1) or more sewer laterals or sewer connections.

“Sewer service” means the discharge or authority to discharge into the system.

“Sewer Service User Rates” mean the fees charged monthly to an individual user for actual use of the Sanitary Sewer Collection System and Wastewater Treatment Facility and are paid on an ongoing basis.

“Sewer trunk capacity fund” means a fund within the City of Turlock treasury used for extending the sanitary sewer trunk system.

“Significant industrial user” means, except as provided in subsection (3):

(1) All industrial users subject to Categorical Standards under 40 CFR 403.6 and 40 CFR Chapter I, subchapter N; and

(2) Any other industrial user that:

(i) Discharges an average of twenty-five thousand (25,000) gallons per day or more of process wastewater to the POTW, excluding domestic, noncontact cooling and boiler blowdown wastewater;

(ii) contributes a process wastestream which makes up five (5%) percent or more of the average dry weather hydraulic or organic capacity of the POTW; or

(iii) is designated by the Director on the basis that the industrial user has a reasonable potential for adversely affecting the POTW’s operation or for violating any Pretreatment Standards.

(3) Upon a finding that an industrial user who meets the criteria in subsection (2) has no reasonable potential for adversely affecting the POTW’s operation or for violating any Pretreatment Standards, or other pretreatment requirements, the Director may, at any time, on the Director’s own initiative or in response to a petition received from an Industrial User or the POTW, and in accordance with 40 CFR 403.8(f)(6), determine that such industrial user is not a significant industrial user.

(4) The City of Ceres and the Community Services Districts (e.g., Keyes and Denair) shall be charged for sewer services in the same manner as industrial users, with charges determined by applying effluent meter readings to the applicable user’s rate.

“Slug load discharge” means any discharge at a flow rate or concentration which could violate the discharge standards set forth in this chapter or any discharge of a non-routine, episodic nature including, but not limited to, an accidental spill of a non-customary batch discharge.

“Sludge” means sewage sludge in the process of being treated.

“Standard industrial classification” means a classification of a user based on the Standard Industrial Classification Manual.

~~“Standby charge” means a fee to be paid by each metered user or the owner of the premises where the meter is located, regardless of whether the sewer service is used, in consideration for having Sewer Service available for use.~~

~~“Substantial industrial user” means an industrial customer that produces 25,000 gallons per day or greater of flow into the wastewater system. An industrial customer that produces less than 25,000 gallons per day of flow into the wastewater system may be classified as a substantial industrial user by the Municipal Services Director if the Director finds and declares that the customer’s flow characteristic so requires.~~

~~“SS” means Suspended Solids—laboratory analysis to determine suspended solids in a sample from wastewater discharge used for billing purposes.~~

“Technical review criteria violations” or “TRC” means thirty-three (33%) percent or more of all of the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH).

“Total suspended solids” or “TSS” means a measure of water quality as defined in Section 209 of Standard Methods for the Examination of Water and Wastewater, prepared and published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation, Washington, D.C.

“Trap” a fitting or device designed and constructed to provide, when properly vented, a liquid seal which will prevent the back passage of air without materially affecting the flow of sewage or waste water.

“Trap size” means the size of the trap measured in inches in diameter.

“USEPA” means the United States Environmental Protection Agency.

“User” means any person who discharges, causes, or permits the discharge of waste into the system.

“Waste” means and includes sewage and any and all other waste substances, water, liquid, or solid, gaseous or radioactive, associated with human habitation, or of human, fowl, or animal origin, or from any producing, manufacturing, or processing operation of whatever nature, including such waste placed within containers of whatever nature prior to, and/or for the purposes of, disposal.

“Waste Discharge Permit” means a document to be obtained from the City prior to connection to or discharge into the sewer system, which gives the user permission to connect to and/or discharge into the sewer system, subject to the conditions in the permit.

“Wastewater” means the liquid portion of waste from dwellings, commercial buildings, industrial facilities, and institutions, which may be present, whether treated or untreated, which is discharged into or permitted to enter the POTW.

“Wastewater treatment facility expansion fund” means a fund within the City of Turlock treasury used for capital facility expenditures associated with the expansion of the Wastewater Treatment Facility.

“Water Quality Control, WQC, capital repair/replacement fund” means a fund within the City of Turlock treasury used for major non-expansion projects within the Wastewater Treatment Facility and Sanitary/Storm Sewer Collection System.

“WQC enterprise fund” means a fund within the City of Turlock treasury used for the operations and routine maintenance of the Wastewater Treatment Facility and Sewer/Storm Collection System.

**SECTION 3. AMENDMENT:** Title 6, Chapter 6-4, Article 4 is hereby amended to read as follows:

#### **Article 4. Fees and Charges**

##### **6-4-401 Charges established.**

The amount of all fees and charges ~~provided~~ authorized by in this chapter, including, but not limited to, charges for monthly sewer service, meters, screens, ~~standby charges,~~ sewer connection fees, sewer capacity charges, ~~reserved capacity charges,~~ lateral and main connection charges, inflow/outflow monitoring and sampling devices, penalties, user fees, and reconnection fees shall be ~~established in this chapter~~ established by ordinance or resolution adopted by the City Council. The failure to pay any charge shall constitute a violation of this chapter. All charges shall be paid at the time sewer service is requested and, except as otherwise provided in this chapter, by service date thereafter.

##### **6-4-402 Payment of Sewer System User Rates ~~collection charges~~.**

(a) Billing and payment. Accounts for sewer collection shall be billed by service date in conjunction with billing for water, garbage, rubbish, and organic refuse services and shall be due and payable in the City of Turlock Finance Office by the due date shown on the utility bill.

(b) Nonpayment of sewer system user rates ~~collection charges~~. In the event of nonpayment of the charges for sewer services as provided in this article, the following procedures and penalties shall apply:

(1) If payment for any charges shown on the utility bill are not received by the City of Turlock Finance Office by 5:00 p.m. on the fifth day following the due date (including applicable penalties), the customer's account shall be charged a delinquency penalty of Twenty-Five and no/100ths (\$25.00) Dollars on the sixth day.

(2) Notice. A written notice of delinquency shall be sent by the Finance Office to any customer whose account remains delinquent. The written notice to be mailed or delivered to the customer shall notify him that the service is subject to disconnection and/or delinquent charges will be submitted for collection. Such notice shall contain the information to avoid such action. The City of Turlock shall give notice of the

delinquency and impending termination pursuant to Section 10010 of the Public Utilities Code.

(3) If payment of said billing is not received by the City of Turlock Finance Office, or other arrangements are not made by 5:00 p.m. on the fifth day following the due date (including applicable penalties), service may be terminated or submitted for collection; provided, that notice was given pursuant to Section 10010 of the Public Utilities Code and that termination of services for nonpayment of billing shall not occur on any Saturday, Sunday, legal holiday, or at any time during which the business office of the City of Turlock is not open to the public.

(c) Wrongful Termination. Any wrongfully terminated service shall be restored without charge for the restoration of service, and a notation thereof shall be mailed to the customer at the billing address.

(d) Third Party Notification Service for Residential Customers. The City of Turlock shall make available to its residential customers who are sixty-five (65) years of age or older, or who are dependent adults as defined in California Welfare and Institutions Code Section 15610, a third party notification service whereby the City of Turlock shall attempt to notify a person designated by the customer to receive notification when the customer's account is delinquent and subject to termination. The notification shall include information on what is required to prevent termination of service. The residential customer shall make a request for third party notification on a form provided by the City of Turlock, and shall include a written consent of the designated third party. The third party designation does not obligate the third party to pay the overdue charges, nor shall it prevent or delay termination of service.

(e) Nonpayment of ~~Collection Charges~~Charges for Sewer Services by Previous Residential Tenant.

(1) The City of Turlock shall not seek to recover any charges or penalties for the furnishing of service to or for a residential tenant from any subsequent tenant on account of nonpayment of charges by the previous tenant.

(2) The City of Turlock shall require that service to subsequent tenants be furnished on the account of the landlord or property owner when a nonpayment lien has been imposed on the property.

#### **6-4-403 Deposits.**

All moneys collected for sewer service shall be deposited into the appropriate Enterprise Fund.

#### **6-4-404 ~~Liens.~~Repealed.**

~~Each charge levied by or pursuant to this chapter or any resolution of the Council is hereby made a lien upon the premises which receives the benefit of the sewer service or facility for which the charge was made and the sewer service was provided. The City may take any action authorized by law to enforce the payment of the lien.~~

**6-4-405 Connections and installations at owner's expense.**

All on-site and off-site sewer lines, connections, plumbing, and appurtenant facilities, and the construction and installation thereof, shall be constructed or installed at the property owner's expense and shall meet City standards, and be approved by the City, prior to being provided sewer service.

**6-4-406 Wastewater volume determination.**

When charges and fees are based upon water usage, the total amount of water used from all sources shall be used to determine the charges and fees unless, in the opinion of the Director, significant portions of water received are not discharged into the system. The total amount of water used from public and private sources shall be determined by means of a meter. The City may require the user to install a meter of a type and at a location approved by the City to measure the amount of sewage discharged, if the City believes the user is discharging sewage in excess of the amounts indicated by the water meter.

**6-4-407 Persons responsible for the payment of sewer services charges.**

The person who requested sewer service or that person's successor-in-interest, or, if no request was made, the owner of record of the premises on the date sewer service was provided to the premises or to any person requesting that the bill be charged to that person, shall be responsible for the payment of sewer service charges. A project, association, corporation, or other governing body shall be responsible for the payment of sewer service charges to the City.

**6-4-408 Vacant premises.**

(a) Sewer service charges shall be paid for vacant or untenanted premises, except buildings under construction, unless and until a notice of vacancy and a request for the discontinuance of sewer service is made at the office of the Finance Department of the City utilizing the affidavit procedure set forth below.

(b) The owner of a vacant single family unit which is or will be vacant for more than sixty (60) days and will, therefore, not utilize sewer services, may suspend the payment obligation for sewer services by signing an affidavit under penalty of perjury that such single family unit is vacant.

(c) Any property owner who exercises the affidavit procedure of Section 6-4-407(b) shall promise and have the responsibility to give notice to the City within five (5) calendar days that a vacancy no longer exists and thereafter shall pay for resumption of such collection services as provided in this article.

(d) Any property owner who fails to give the notice required by Section 6-4-407(c) shall have added to their service bill as a penalty the amount for sewer services from the date reflected in the affidavit and shall pay a fine in the amount of Two Hundred and no/100ths (\$200.00) Dollars.

**SECTION 4. AMENDMENT:** Title 6, Chapter 6-4, Article 5, Section 505 (Capacity Charges) is hereby amended to read as follows:

**6-4-505 Capacity charges: ~~Penalty provision for industrial u~~User exceeding capacity.**

~~Every i~~Industrial users, whether a ~~substantial-significant~~ industrial user or a light industrial user, ~~that-who exceed their monthly discharge~~ discharges sewage in excess of the amounts or capacities specified in ~~such user's~~their waste discharge permit shall be subject to enforcement proceedings and may be required to pay additional capacity charges, commensurate with their actual usage. ~~shall be assessed a penalty. The penalty, to be assessed annually, shall be based on the single largest monthly exceedance of purchased capacity during the fiscal year and shall be levied in an amount equal to ten (10%) percent of the applicable wastewater treatment facility capacity charges for such additional capacity used in addition to any and all other fees, charges, or penalties which may apply.~~ For the purpose of this section, the wastewater treatment capacity charge shall be the industrial rates charge in effect on the date that the specified exceedance of purchased capacity occurred. The Director shall create an enforcement policy for addressing excess discharges by industrial users.

**SECTION 5. AMENDMENT:** Title 6, Chapter 6-4, Article 7 is hereby amended to read as follows:

**Article 7. Sewer Service User Rates**

**6-4-701 Description of rates.**

The Sewer Service User Rates are the fees charged monthly to an individual user for actual use of the Sanitary Sewer Collection System and Wastewater Treatment Facility and are paid on an ongoing basis. The rates paid by any one ~~individual-user~~ shall vary based upon, but not limited to such factors as type of user, ~~metered or non-metered, -~~ and water use, and wastewater strength~~number of fixture units.~~ The determination of a user's appropriate rate class for Sewer Service User Rates shall be made by the City's Director, consistent with the categories adopted by resolution or ordinance of the City Council. The user rate category for any particular user may be revised, changed, or redesignated by the City's Director upon a determination by them that the waste or wastewater characteristics of the user of such premises have changed in such manner, or to such an extent, as to justify such reclassification. The revenues from the Sewer Service User Rates will be deposited into the WQC Enterprise Fund and may only be used for the provision of wastewater services and the ~~se fees are deposited into (1) the City of Turlock WQC Enterprise Fund for the operations~~operation, maintenance, and expansion of ~~and routine maintenance of~~ the Sanitary Sewer Service Collection System and Wastewater Treatment Facility; ~~and (2) the City of Turlock WQC Capital Repair/Replacement Fund for major non-expansion projects within the Sanitary Sewer Service Collection System and Wastewater Treatment Facility. Additionally, five (5%) percent of total revenues from sewer service user rates shall be deposited into the WQC Capital Repair/Replacement Fund.~~

**6-4-702 Establishment of Sewer Service User Rates**~~Metered users.~~ The City Council shall adopt and periodically update Sewer Service User Rates by ordinance or

resolution that shall be paid by each parcel receiving sewer services provided by the City.

~~(a) Substantial Industrial User. The Sewer Service User Rate charged to a metered substantial industrial user contains the following two (2) components:~~

~~(1) A monthly administrative charge reserve capacity charge, based upon maximum month of the previous year or the capacity declared in the Waste Discharge Permit, whichever is greater, plus;~~

~~(2) An actual use charge.~~

~~(i) Reserve Capacity Charge:—~~

Flow	\$10,261.00 per Million Gallons per Day (MGD)
Biochemical Oxygen Demand (BOD)	\$1.20 per pound per day
Suspended Solids (SS)	\$0.70 per pound per day

~~(ii) Actual Use Charge:~~

<del>—</del> <del>—</del>	<b>Effective 1-Jan-08</b>	<b>Effective 1-Jan-09</b>	<b>Effective 1-Jan-10</b>	<b>Effective 1-Jan-11</b>	<b>Effective 1-Jan-12</b>	<b>Effective 1-Jan-13</b>
Flow per Million Gallons (MG)	\$1,340.69	\$1,394.32	\$1,450.09	\$1,493.59	\$1,523.46	\$1,553.93
Biochemical Oxygen Demand (BOD) (per 1,000 pounds)	\$76.53	\$79.59	\$82.77	\$85.25	\$86.96	\$88.70
Suspended Solids (SS) (per 1,000 pounds)	\$152.76	\$158.87	\$165.23	\$170.18	\$173.58	\$177.05
Administrative Charge (per account, per month)	\$7.05	\$7.33	\$7.63	\$7.86	\$8.01	\$8.17

~~(b) Commercial and Light Industrial Users. All commercial users are classified by the City either by assigning each one a user classification according to the principal activity conducted on the user's premises, by individual analysis, or a combination thereof. The~~

~~purpose of the classification is to assist in establishing the wastewater constituents and characteristics for the user, which will be the basis for establishing a system of charges for the equitable recovery of the City's costs. Commercial users are classified as low strength, medium strength, and high strength commercial.~~

~~(1) The following Sewer Service User Rates shall be charged to metered commercial and light industrial users:~~

<del>-</del>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<del>-</del>	<b>1-Jan-08</b>	<b>1-Jan-09</b>	<b>1-Jan-10</b>	<b>1-Jan-11</b>	<b>1-Jan-12</b>	<b>1-Jan-13</b>
<del>0-150 mg/L of BOD and/or SS (per 1,000 gallons of flow)</del>	\$1.96	\$2.04	\$2.12	\$2.18	\$2.23	\$2.27
<del>Each Additional 100 mg/L BOD over 150 mg/L (per 1,000 gallons flow)</del>	\$0.09	\$0.09	\$0.09	\$0.10	\$0.10	\$0.10
<del>Each Additional 100 mg/L SS over 150 mg/L (per 1,000 gallons flow)</del>	\$0.12	\$0.12	\$0.13	\$0.13	\$0.13	\$0.14
<del>Administrative Charge (per account per month)</del>	\$7.05	\$7.33	\$7.63	\$7.86	\$8.01	\$8.17

~~(c) City of Ceres and Community Service Districts. The Sewer Service User Rates charged to the City of Ceres is and Community Service Districts are based upon the use of effluent meters. A Community Service District is a district formed pursuant to California law for the provision of sewer service to a particular community (e.g., Keyes and Denair).~~

~~(1) The following Sewer Service User Rates shall be charged to effluent metered Community Service District users and the City of Ceres:~~

<del>-</del>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<del>-</del>	<b>1-Jan-08</b>	<b>1-Jan-09</b>	<b>1-Jan-10</b>	<b>1-Jan-11</b>	<b>1-Jan-12</b>	<b>1-Jan-13</b>
<del>0-150 mg/L of BOD and/or SS (per 1,000 gallons of flow)</del>	\$2.26	\$2.35	\$2.44	\$2.52	\$2.57	\$2.62
<del>Each Additional 100 mg/L BOD over 150 mg/L (per 1,000 gallons flow)</del>	\$0.06	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07

- -	Effective 1-Jan-08	Effective 1-Jan-09	Effective 1-Jan-10	Effective 1-Jan-11	Effective 1-Jan-12	Effective 1-Jan-13
Each Additional 100 mg/L SS over 150 mg/L (per 1,000 gallons flow)	\$0.11	\$0.11	\$0.12	\$0.12	\$0.12	\$0.12
Administrative Charge (per account per month)	\$7.05	\$7.33	\$7.63	\$7.86	\$8.01	\$8.17

#### **6-4-703 Meters and samplers.**

**(a) Meter Rental Rates.**

(1) When meters are used on user's water supply to determine sewage usage, the monthly rental charge shall be the amount specified in the water rates resolution then in use, in addition to the charges for sewer usage based on per one thousand (1,000) gallons of water used.

(2) When effluent meters are used to determine sewer usage, the monthly charges shall be in addition to the charges for sewer usage and shall be Fifty and no/100ths (\$50.00) Dollars per month.

**(b) Inaccurate Meters.**

(1) If a water meter is registering inaccurately, the charge for sewer usage shall be the average of the flow for the most recent previous three (3) months prior to an inaccuracy or the flow for the same month in the preceding year, whichever is greater.

(2) If an effluent meter is registering inaccurately, the charge for sewer usage shall be based on the water usage for that period or for the average of the flow for the most recent previous three (3) months prior to an inaccuracy or the flow for the same month in the preceding year, whichever is greater.

(3) For a service with an inaccurate meter, the monthly billing shall be the same as the same month in the prior year, subject to adjustments as necessary to bill in accordance with this article.

(4) If an effluent meter is registering inaccurately due to mechanical or electrical failure or due to an authorized bypass of the flow metering system the industrial customer shall be charged for the sewer discharge based upon the percentage difference of potable water usage to sewer usage. This percentage would be calculated based on the previous twelve (12) month period water-to-sewer usage ratio. Instances not meeting this criteria will be adjusted in accordance with this article.

**(c) Monitoring Equipment.**

(1) When automatic samplers are used for the sampling of sewer effluent the monthly charge shall be Fifty and no/100ths (\$50.00) Dollars and shall be in addition to other sewer usage charges.

(2) If monitoring equipment is not registering accurately, sewer charges shall be based on composite samples until the monitoring equipment is repaired.

#### **6-4-704 Repealed. Non-metered users.**

~~The Sewer Service User Rate charged to metered and non-metered residential users consists of usage charge and an administrative charge., commercial, and light industrial users shall be based upon the number of fixture units, unless otherwise specified. For residential, commercial, and light industrial accounts, the rate shall be charged per individual dwelling unit or business based upon the total number of fixture units regardless of whether several users share a common building or property. These charges An Administrative Charge will be applied to charged for each individual residential dwelling unit. The Administrative Charge is included in with the dwelling user fee for those units having up to sixty (60) fixture units. For those that have greater than sixty (60) fixture units, the Administrative Charge is indicated in the following subsection:~~

~~(a) The following Sewer Service User Rate shall be charged to all non-metered residential, commercial and light industrial users, except hospitals, restaurants, and schools. To calculate fixture units refer to Article 8 of this Chapter.~~

Fixture Units	Monthly Charge					
	Effective 1/1/08	Effective 1/1/09	Effective 1/1/10	Effective 1/1/11	Effective 1/1/12	Effective 1/1/13
1-15	\$25.00	\$26.00	\$27.00	\$27.85	\$28.40	\$28.95
16-20	\$31.00	\$32.20	\$33.50	\$34.50	\$35.20	\$35.90
21-25	\$37.10	\$38.55	\$40.10	\$41.30	\$42.15	\$42.95
26-30	\$43.30	\$45.00	\$46.80	\$48.20	\$49.20	\$50.15
31-35	\$49.10	\$51.10	\$53.10	\$54.70	\$55.80	\$56.90
36-40	\$54.90	\$57.10	\$59.35	\$61.15	\$62.35	\$63.60
41-45	\$60.95	\$63.35	\$65.90	\$67.90	\$69.25	\$70.65
46-50	\$66.70	\$69.40	\$72.15	\$74.30	\$75.80	\$77.35
51-55	\$72.90	\$75.85	\$78.85	\$81.25	\$82.85	\$84.50
56-60	\$78.65	\$81.80	\$85.05	\$87.60	\$89.35	\$91.15
Greater than 60 per 5- fixture units or portion- thereof per month-	\$6.00	\$6.25	\$6.50	\$6.70	\$6.80	\$6.95

Fixture Units	Monthly Charge					
	Effective 1/1/08	Effective 1/1/09	Effective 1/1/10	Effective 1/1/11	Effective 1/1/12	Effective 1/1/13
(divide total fixture count by 5)						
Plus Administrative Charge (per account/dwelling unit per month)	\$7.05	\$7.35	\$7.65	\$7.85	\$8.00	\$8.15

(b) Exceptions to Fixture Unit Schedule. The following non-metered accounts are exceptions to the fixture unit schedule and shall be charged the respective Sewer Service User Rates reflected in Article 7 of Chapter 6-4 TMC.

(1) Hospitals. The Sewer Service User Rate for non-metered hospital users shall be as follows:

– –	Effective 1/1/08	Effective 1/1/09	Effective 1/1/10	Effective 1/1/11	Effective 1/1/12	Effective 1/1/13
Hospitals (per bed per month)	\$21.52	\$22.38	\$23.27	\$23.97	\$24.45	\$24.94
Administrative Charge (per account per month)	\$7.05	\$7.33	\$7.63	\$7.86	\$8.01	\$8.17

(2) Restaurants. The Sewer Service User Rate for non-metered restaurant users shall be as follows:

– –	Effective 1/1/08	Effective 1/1/09	Effective 1/1/10	Effective 1/1/11	Effective 1/1/12	Effective 1/1/13
Restaurants (per seat per month)	\$1.06	\$1.10	\$1.15	\$1.18	\$1.20	\$1.23
Administrative Charge (per account per month)	\$7.05	\$7.33	\$7.63	\$7.86	\$8.01	\$8.17

(3) Schools. The Sewer Service User Rate for non-metered school users shall be as follows:

– –	Effective 1/1/08	Effective 1/1/09	Effective 1/1/10	Effective 1/1/11	Effective 1/1/12	Effective 1/1/13
Schools (per student per month)	\$0.59	\$0.61	\$0.64	\$0.66	\$0.67	\$0.68

-	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
-	<b>1/1/08</b>	<b>1/1/09</b>	<b>1/1/10</b>	<b>1/1/11</b>	<b>1/1/12</b>	<b>1/1/13</b>
<del>Administrative Charge (per account per month)</del>	<del>\$7.05</del>	<del>\$7.33</del>	<del>\$7.63</del>	<del>\$7.86</del>	<del>\$8.01</del>	<del>\$8.17</del>

**6-4-705 Penalty provision for non-installation or maintenance of interceptor.**

Pursuant to TMC 6-4-306, individual users may be required to install specified interceptors. Any person that fails to install or properly maintain an approved interceptor shall pay a one hundred (100%) percent surcharge in addition to the applicable Sewer Service User Rate until such time as the user complies with said interceptor requirement.

**SECTION 6. AMENDMENT:** Title 6, Chapter 6-4, Article 9 is hereby amended to read as follows:

**Article 9. Testing Methods and Procedures Used to Determine Influent Flow Characteristics**

**6-4-901 Testing methods and procedures.**

(a) Testing methods

(1) ~~Substantial~~ Significant Industrial Users: Biochemical Oxygen Demand (BOD) and Suspended Solids (SS) testing shall be undertaken four (4) times per month during the operating season.

(2) Commercial and Light Industrial Users: Biochemical Oxygen Demand (BOD) and Suspended Solids (SS) testing shall be undertaken at least two (2) times per year.

(b) Testing Procedures

(1) All testing and sampling shall be performed by City personnel in accordance with the methods and procedures established in the Standard Methods for the Examination of Water and Wastewater, jointly prepared and published by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation, and/or EPA Methods for Chemical Analysis.

**SECTION 7. AMENDMENT:** Title 6, Chapter 6-4, Article 11 is hereby amended to read as follows:

**Article 11. Sewer Lines and Reimbursement**

**6-4-1101 Responsibility.**

The City Engineer shall be responsible for the location, size, and design approval of sewer lines and appurtenances, and shall supervise and inspect construction and installation. The City Engineer shall supervise and inspect the construction and

installation of sewer lines involved in any project designed and put out for bid by the Engineering Division of the City.

**6-4-1102 Construction of sewer lines.**

The owner of a premises, at the option of the City, shall construct or pay the cost of constructing sewer lines and appurtenances to serve the owner's property, regardless of sewer line size. The owner of the premises, at the option of the City, shall also construct or pay the cost of constructing sewer lines and appurtenances to connect or tie in with the existing or proposed sewer lines of the City sewer system adjacent to the owner's premises, regardless of distances or sewer line size.

**6-4-1103 Sewer main frontage fees.**

Any person who connects to a sewer line or develops property shall pay a sewer main frontage fee for existing sewer lines which serve the premises at the time the building permits are obtained. The sewer main frontage fee shall be established by resolution of the Council and shall be adjusted from time to time to reflect current construction costs.

**6-4-1104 Sewer construction Fund.**

Sewer main frontage fees shall be placed in a separate fund and shall be used solely to construct, or to reimburse the City for constructing sewer lines and appurtenances or to reimburse developers for constructing sewer lines and appurtenances, or for other sewer purposes established by ordinance.

**6-4-1105 Reimbursement.**

The amounts paid to the owner of the premises as reimbursements for the costs of construction of new sewer lines and appurtenances shall be established by written agreement between the owner and the City and shall be based upon the frontage fee established by resolution, as adjusted quarterly in January, April, July and October by the Engineering News Record Index. An owner of a premises shall be reimbursed the actual amount received by the City, which shall be determined in a manner consistent with the written agreement.

**6-4-1106 Reimbursement formula.**

The City shall reimburse a proportionate share of the cost of the construction of regular and oversized sewer lines constructed around the perimeter of a project and for sewer lines extended to a project, at the time of collection, from charges collected from the owners of the land adjacent to the lines who connect to the lines within ten (10) years after the date of the acceptance of these lines by the City.

**6-4-1107 Reimbursement for City property.**

The City shall reimburse a premises owner a proportionate share of the cost of the lines constructed in front of or adjacent to City property, except City water well sites, within the ten (10) year period as agreed by written agreement between the City and the landowner.

**6-4-1108 Lift stations.**

When a lift station is required by the City to serve a premises, the owner, at the option of the City, shall pay the cost or construct, install, make site improvements, and provide the land necessary for the lift station.

**6-4-1109 Major extensions.**

Major extensions of oversized lines shall have prior Council approval. The Council may approve major extensions with reimbursement or without reimbursement and may enter into a written agreement with the owner of any premises concerning major extensions.

**6-4-1110 Industrial sewer construction charges.**

Industrial users shall pay the costs for the construction or the extension of sewer lines to serve their premises or project.

**6-4-1111 Reserved ~~e~~Capacity-charge.**

~~(a) Industrial users. Each industrial user shall pay in addition to the monthly sewer service charge, a reserved capacity charge.~~

~~(b) Separate fund. Reserved capacity charges collected shall be placed in a separate fund and shall be distributed as required by federal and state guidelines and City requirements.~~

Reserved Capacity is the purchased capacity in the POTW reserved for a user. Reserved Capacity is unique to the parcel that purchased the capacity and may not be transferred to other parcels. If Reserved Capacity is not utilized by a parcel for five years, then the parcel's Reserved Capacity shall be deemed relinquished to the City. Nothing herein shall be deemed to give to, or create within, any User or owner of any premises, any property right or interest in the capacity reserved for any user.

**6-4-1112 Repealed.Transfer of reserved capacity.**

~~Subject to approval by the City, capacity in the system reserved by a user may be transferred to other locations or users provided the organic, BOD and TSS, and volumetric loadings of the new location or user are substantially the same and provided the transfer will not have a detrimental effect on the City or sewer system because of existing facilities or structures in the City.~~

**6-4-1113 Repealed.Relinquishment of reserved capacity.**

~~Reserved capacity may be relinquished by a user in writing delivered to the City. Until such relinquishment is delivered to the City, reserved capacity charges shall accrue and be paid, except that failure to pay the reserved capacity charges for a total of six (6) months shall be deemed a relinquishment of the reserved capacity.~~

**6-4-1114 Repealed.No property rights.**

~~Nothing in Sections 6-4-511 through 6-4-513 shall be deemed to give to, or create within, any User or owner of any premises, any property right or interest in the capacity reserved for any user.~~

**SECTION 8. VALIDITY:** If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

**SECTION 9. ENACTMENT:** Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 8<sup>th</sup> day of October 2024, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

Signed and approved this 22<sup>nd</sup> day of October, 2024.

SIGNED:

\_\_\_\_\_  
Amy Bublak, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT B

The Sewer Service User Rates shown in Figure 1 below are the fees charged monthly to an individual user for actual use of the Sanitary Sewer Collection System and Wastewater Treatment Facility and are paid on an ongoing basis. The rates paid by any one user shall vary based upon, but not limited to, such factors as type of user, water use, and wastewater strength. The Director of Municipal Services shall have the final authority to determine a user's appropriate classification for Sewer Service User Rates.

*Figure 1. Proposed Sewer Rates.*

Sewer Rate Schedule	Description	Proposed Sewer Rates				
		FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29
Residential Customers						
Residential - Monthly Fixed Service Charges						
Single Family Residential Metered	Per Dwelling Unit	\$36.27	\$37.36	\$38.48	\$39.64	\$40.83
Single Family Residential Non-Metered	Per Dwelling Unit	\$36.27	\$37.36	\$38.48	\$39.64	\$40.83
Multiple Residential Metered	Per Dwelling Unit	\$26.84	\$27.65	\$28.47	\$29.33	\$30.21
Multiple Residential Non-Metered	Per Dwelling Unit	\$26.84	\$27.65	\$28.47	\$29.33	\$30.21
Administrative Charge	Per Account/Dwelling Unit	\$3.15	\$3.25	\$3.35	\$3.45	\$3.55
Non-Residential Customers						
Institutional						
Monthly Fixed Service Charge	Per Account	\$108.80	\$112.06	\$115.42	\$118.89	\$122.45
Volumetric Charge	Per HCF	\$2.80	\$2.88	\$2.97	\$3.06	\$3.15
Commercial Customers						
Monthly Fixed Service Charge						
Commercial Low Strength	Per Account	\$36.76	\$37.87	\$39.00	\$40.17	\$41.38
Commercial Medium Strength	Per Account	\$74.98	\$77.23	\$79.54	\$81.93	\$84.39
Commercial High Strength	Per Account	\$97.63	\$100.56	\$103.58	\$106.69	\$109.89
Volumetric Charge						
Commercial Low Strength	Per HCF	\$2.40	\$2.47	\$2.55	\$2.62	\$2.70
Commercial Medium Strength	Per HCF	\$3.40	\$3.50	\$3.61	\$3.71	\$3.83
Commercial High Strength	Per HCF	\$4.20	\$4.32	\$4.45	\$4.59	\$4.73
Industrial Customers						
Monthly Fixed Administrative Charge	Per Account	\$2.99	\$3.08	\$3.17	\$3.27	\$3.36
Sewer Use Charges						
Flow - per MG	Per MG Sewage Flow	\$3,408	\$3,510	\$3,616	\$3,724	\$3,836
BOD - per 1,000 pounds	Per 1,000 lbs. BOD	\$364	\$375	\$386	\$398	\$410
TSS - per 1,000 pounds	Per 1,000 lbs. TSS	\$691	\$712	\$733	\$755	\$778
City of Ceres						
Monthly Fixed Administrative Charge	Per Account	\$2.99	\$3.08	\$3.17	\$3.27	\$3.36
Sewer Use Charges						
Flow - per MG	Per MG Sewage Flow	\$3,111	\$3,204	\$3,301	\$3,400	\$3,502
BOD - per 1,000 pounds	Per 1,000 lbs. BOD	\$364	\$375	\$386	\$398	\$410
TSS - per 1,000 pounds	Per 1,000 lbs. TSS	\$691	\$712	\$733	\$755	\$778

**Community Service Districts.** The Community Service Districts are charged based on the use of effluent meters and charged the same rates as industrial users. A Community Service District is a district formed pursuant to California law for the provision of sewer service to a particular community (e.g., Keyes and Denair).

**City of Ceres.** The City of Ceres shall be charged based on the use of effluent meters and charged the Sewer Service Rates for City of Ceres.

**Institutional Users.** Institutional means the use of the sanitary sewer system related to private/public schools, junior colleges, colleges/universities, cemeteries, hospitals, religious organizations, and public land agencies.

**Commercial Users.** All commercial users are classified by the Director of Municipal Services either by assigning each premises a user classification according to the principal activity conducted on the premise, by analysis of the individual user's on the premise, or a combination thereof. The purpose of the classification is to assist in establishing the wastewater constituents and characteristics for the user, which will be the basis for establishing a system of charges for the equitable recovery of the City's costs. Commercial users are classified as low strength, medium strength, and high strength commercial. Examples of commercial categories by effluent strengths and

example types of commercial enterprise are shown in the Figures below; however, the below Figures are not intended to be inclusive of all potential commercial categories.

*Figure 2. Commercial User Categories by Effluent Strength.*

Proposed Category	BOD (ppm)	TSS (ppm)
Low Strength	Up to 300	Up to 300
Medium Strength	300 to 600	300 to 600
High Strength	600+	600+
Septage	5,400	12,000

*Figure 3. Commercial User Categories by Example Business Type.*

Commercial Categories by Type		
Low Strength	Medium Strength	High Strength
Bars without dining facilities	Hotel with Dining Facilities	Auto Steam Cleaning
Car Wash	Laundry, Commercial	Bakery
Department and Retail Store		Industrial Laundry
Hospital and Convalescent		Market with garbage grinders
Hotel/Motel w/o Dining		Mortuary
Laundromat		Restaurant
Professional Office		
Repair Shop and Service Station		
Soft Water Service		

# City Council Staff Report

## October 22, 2024



From: Christopher Fisher, Municipal Services Director  
 Prepared by: Stephen Fremming, Principal Civil Engineer  
 Agendized by: Sarah Eddy, Acting City Manager

### 1. ACTION RECOMMENDED:

Ordinance: Introduction and first reading of an ordinance amending Turlock Municipal Code Title 4 (Public Safety), Chapter 7 (Traffic), Article 14 (Special Speed Zones)

### 2. DISCUSSION OF ISSUE:

The City of Turlock establishes, posts, and enforces speed limits within its jurisdictional boundaries. A speed limit is enforceable provided that the speed limit was determined by an Engineering and Traffic Survey (ETS). An ETS is a survey of highway and traffic conditions in accordance with methods determined by statute and considers prevailing speeds, accident records, and conditions not readily apparent to the driver. An ETS consists of data collection, validation, analysis, and a final report. The required processes and methods for the ETS and resulting recommended speed limits are outlined in the California Vehicle Code (CVC) and California Manual on Uniform Traffic Control Devices (CA MUTCD).

A speed limit that is not based on an ETS, or whose speed was determined from an ETS completed longer ago than allowed by the CVC, is by definition a “speed trap” per CVC §40802 and may not be enforceable. For its referenced speed limits to not be considered speed traps, an ETS must be no older than:

- five (5) years
- seven (7) years, provided specific enforcement training and radar equipment standards are met per CVC §40802
- fourteen (14) years, provided specific enforcement training and radar equipment standards are met per CVC §40802, and a registered engineer evaluates the ETS and determines that no significant changes in roadway or traffic conditions have occurred.

On October 13, 2020, City Council approved a professional services agreement with GHD, Inc. for City Project No. 20-023 “Engineering and Traffic Surveys.” The scope of work included the data collection, analysis, and report necessary for the approval of a new ETS, which was finalized on June 25, 2024. On July 9, 2024, staff presented the Introduction and first reading of an ordinance amending the Turlock Municipal Code (TMC) Title 4, Chapter 7, Article 14 related to the speed limits listed there. On July 23, 2024, City Council adopted the ordinance, which resulted in approximately 100 modifications to the TMC. Staff recently discovered one error made in the preparation of the ordinance amendment adopted on July 23, 2024. One segment, W. Linwood Avenue from 1400 feet west of Walnut Road to S. Tegner Road, is completely missing from the newly adopted ordinance, although it did appear in the ETS with a recommended posted speed limit of 45 mph. The ordinance must now be modified to include the missing segment to be consistent with the

ETS finalized on June 25, 2024 and to allow the speed limit to be enforceable, once its speed limit signs have been properly revised.

To mitigate the potential for similar clerical errors being made in the future, City staff recommend that the TMC be updated to allow this change to be included in the TMC as an exhibit. Two public hearings are required before a change to the TMC may be effective. It is anticipated that the first public hearing will be held on October 22, 2024 and the second public hearing and request for approval of amending of the TMC will be made on November 12, 2024.

**3. BASIS OF RECOMMENDATION:**

- A. Speed limits are considered a “speed trap” and not enforceable when the speed limit has not been set as recommended by an Engineering Traffic Survey (ETS), or if the speed limit is based on an ETS that was approved longer ago than allowed by the California Vehicle Code.
- B. Speed limits are codified in the Turlock Municipal Code Title 4, Chapter 7, Article 14. An amendment to the ordinance is necessary to include a road segment on W. Linwood Avenue that had been inadvertently omitted during preparation of the amendment approved on July 23, 2024.
- C. Allowing the TMC ordinance related to speed limits to be included as an attachment will mitigate the potential for clerical errors when preparing future amendments.

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

The fiscal impact of this item is limited to the staff time for discovery of the omission and preparation of this staff report, ordinance, and associated documents.

**5. STAFF RECOMMENDATION:**

Recommend approval.

**6. CITY MANAGER COMMENTS:**

**7. ENVIRONMENTAL DETERMINATION:**

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines because it consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment”.

**8. ALTERNATIVES:**

- A. Council could choose to not amend the Turlock Municipal Code Title 4, Chapter 7, Article 14 regarding speed limits. This alternative is not recommended as staff discovered a segment on W. Linwood Avenue that had been inadvertently omitted from the previous amendment approved on July 23, 2024.
- B. Council could choose to not amend the Turlock Municipal Code Title 4, Chapter 7, Article 14 regarding speed limits and include the updated list of speed limits as an attachment. This alternative is not recommended as approving it will mitigate the

potential for future clerical errors when preparing future amendments.

**9. ATTACHMENTS:**

1. Draft Ordinance
2. Exhibit A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK  
MUNICIPAL CODE TITLE 4 (PUBLIC SAFETY),  
CHAPTER 7 (TRAFFIC), ARTICLE 14 (SPECIAL  
SPEED ZONES)

}

}

}

ORDINANCE NO. -CS

**WHEREAS**, the City of Turlock seeks to provide for the safe and orderly movement of traffic on its roadways and recognizes that the modification of regulatory speed limits set in accordance with state regulations and sound engineering judgment is an important factor in meeting this goal; and

**WHEREAS**, speed limits that are not based on an Engineering and Traffic Survey (ETS), or whose speed was determined from an ETS completed longer ago than allowed by the California Vehicle Code (CVC), is by definition a “speed trap” and may not be enforceable; and

**WHEREAS**, staff is recommending that the Turlock Municipal Code be amended to allow the City Council to establish altered speed limits as an attachment to this ordinance and revise them approximately every five years pursuant to California Vehicle Code (CVC) §40802; and

**WHEREAS**, the City wishes to make these changes to streamline adoption of speed limit modifications in the future.

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

**SECTION 1. AMENDMENT:** Title 4, Chapter 7, Article 14, Section 02 is hereby amended to read as follows:

**4-7-1402 Altered speed limits.**

Pursuant to California State Vehicle Code Section 22357, “Increase of Local Speed Limits” and Section 22358, “Decrease of Local Speed Limits,” an engineering and traffic survey has been conducted to establish prima facie speed limits upon the streets or portions thereof within the City of Turlock. Pursuant to such survey, prima facie speed limits are established on the following designated streets or portions thereof ~~as reflected below:~~attached hereto as Exhibit A, which is hereby made a part of this ordinance by reference.

~~(a) Twenty (20) mph speed limit.~~

Primary St.	Beginning	Ending
Fifth St.	Lander Ave.	<del>“F”</del> St.

~~(b) Twenty-five (25) mph speed limit.~~

Primary St.	Beginning	Ending
<del>"A" St.</del>	<del>Lander Ave.</del>	<del>First St., S.</del>
<del>Arbor Wy.</del>	<del>Berkeley Ave., N.</del>	<del>Quincy Rd., N.</del>
<del>"B" St.</del>	<del>Lander Ave.</del>	<del>First St., S.</del>
<del>Berkeley Ave., S.</del>	<del>East Ave.</del>	<del>Ramson Dr.</del>
<del>Broadway, S.</del>	<del>Olive Ave., E.</del>	<del>"D" St.</del>
<del>"C" St.</del>	<del>Lander Ave.</del>	<del>First St., S.</del>
<del>Castleview Dr.</del>	<del>Johnson Rd., N.</del>	<del>Quincy Rd., N.</del>
<del>Chestnut St.</del>	<del>Grant Ave.</del>	<del>Canal Dr., W.</del>
<del>"D" St.</del>	<del>Lander Ave.</del>	<del>First St., S.</del>
<del>Delbon Ave.</del>	<del>Olive Ave., N.</del>	<del>Colorado Ave.</del>
<del>Denair Ave., N.</del>	<del>Hawkeye Ave., E.</del>	<del>North Ave.</del>
<del>El Capitan Dr.</del>	<del>Berkeley Ave., N.</del>	<del>Quincy Rd., N.</del>
<del>"F" St., E.</del>	<del>Golden State Blvd., S.</del>	<del>Alpha Rd.</del>
<del>"F" St., W.</del>	<del>Lander Ave.</del>	<del>Golden State Blvd., S.</del>
<del>First St., S.</del>	<del>Olive Ave., E.</del>	<del>"F" St., W.</del>
<del>Fullerton Dr.</del>	<del>Geer Rd.</del>	<del>Olive Ave., N.</del>
<del>Georgetown Ave.</del>	<del>Del's Ln.</del>	<del>Andre Ln.</del>
<del>Grant Ave.</del>	<del>Chestnut St.</del>	<del>Main St., W.</del>
<del>Kilroy Rd., N.</del>	<del>Christoffersen Pkwy., W.</del>	<del>Paseo Del Sol</del>
<del>Main St., E.</del>	<del>Lander Ave.</del>	<del>E. Canal Dr.</del>
<del>Marshall St., E.</del>	<del>Minaret Ave., N.</del>	<del>Johnson Rd., N.</del>
<del>McKenna Dr.</del>	<del>Christoffersen Pkwy., W.</del>	<del>Summerton Ln.</del>
<del>Minnesota Ave., W.</del>	<del>Del's Ln.</del>	<del>Geer Rd.</del>
<del>North Ave.</del>	<del>Geer Rd.</del>	<del>Olive Ave., N.</del>

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
<del>Olive Ave., W.</del>	<del>Lander Ave.</del>	<del>West Ave. North</del>
<del>Palm St., N.</del>	<del>Hawkeye Ave., E.</del>	<del>Olive Ave., E.</del>
<del>Palm St., N.</del>	<del>Olive Ave., E.</del>	<del>Minaret Ave., N.</del>
<del>Panorama Ave.</del>	<del>Springer Dr., W.</del>	<del>Christoffersen Pkwy., W.</del>
<del>Park St.</del>	<del>Soderquist Rd., N.</del>	<del>First St., N.</del>
<del>Sebastian Dr.</del>	<del>Quincy Rd., N.</del>	<del>Daubenberger Rd., N.</del>
<del>Springer Dr., E.</del>	<del>Olive Ave., N.</del>	<del>Berkeley Ave., N.</del>
<del>Tuolumne Rd., W.</del>	<del>Golden State Blvd., N.</del>	<del>Geer Rd.</del>
<del>Wayside Dr.</del>	<del>Geer Rd.</del>	<del>Olive Ave., N.</del>
<del>West Ave., N.</del>	<del>Park St.</del>	<del>Main St., W.</del>

(c) ~~Thirty (30) mph speed limit.~~

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
<del>Alpha Rd.</del>	<del>East Ave.</del>	<del>Berkeley Ave., S.</del>
<del>Berkeley Ave., N.</del>	<del>Hawkeye Ave., E.</del>	<del>East Ave.</del>
<del>Broadway., N.</del>	<del>Front St.</del>	<del>Olive Ave., E.</del>
<del>Canal Dr., W.</del>	<del>Broadway., N.</del>	<del>Geer Rd.</del>
<del>Colorado Ave.</del>	<del>Hawkeye Ave., E.</del>	<del>East Ave.</del>
<del>Countryside Dr.</del>	<del>Monte Vista Ave., W.</del>	<del>Tuolumne Rd., W.</del>
<del>Growell Rd.</del>	<del>Monte Vista Ave., W.</del>	<del>Tuolumne Rd., W.</del>
<del>Denair Ave., N.</del>	<del>E. Canal Dr.</del>	<del>Hawkeye Ave., E.</del>
<del>East Ave.</del>	<del>Golden State Blvd., N.</del>	<del>Bell St.</del>
<del>Fosberg Rd.</del>	<del>Sunday Dr.</del>	<del>Monte Vista Ave., E.</del>
<del>Georgetown Ave.</del>	<del>Walnut Rd., N.</del>	<del>Del's Ln.</del>
<del>Golden State Blvd., S.</del>	<del>Main St., W.</del>	<del>East Ave.</del>
<del>Heathernoel Wy.</del>	<del>Colorado Ave.</del>	<del>Berkeley Ave., N.</del>

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
<del>Hedstrom Rd.</del>	<del>Geer Rd.</del>	<del>Colorado Ave.</del>
<del>Joett Dr.</del>	<del>Fulkerth Rd.</del>	<del>Tully Rd., N.</del>
<del>Johnson Rd., N.</del>	<del>Tuolumne Rd., E.</del>	<del>East Ave.</del>
<del>Linwood Ave., W.</del>	<del>Lander Ave.</del>	<del>West Ave. South</del>
<del>Main St., E.</del>	<del>Canal Dr., E.</del>	<del>Berkeley Ave., N.</del>
<del>Main St., W.</del>	<del>West Ave. South</del>	<del>Lander Ave.</del>
<del>Marshall St., E</del>	<del>Golden State Blvd., S.</del>	<del>Minaret Ave., N.</del>
<del>Marshall St., E</del>	<del>Johnson Rd., N.</del>	<del>Daubenberger Rd., N.</del>
<del>Minaret Ave., N.</del>	<del>Main St., E.</del>	<del>East Ave.</del>
<del>Minnesota Ave., E.</del>	<del>Geer Rd.</del>	<del>Olive Ave., N.</del>
<del>Minnesota Ave., E.</del>	<del>Olive Ave., N.</del>	<del>Colorado Ave.</del>
<del>Minnesota Ave., W.</del>	<del>Crowell Rd.</del>	<del>Del's Ln.</del>
<del>Olive Ave., N.</del>	<del>Christoffersen Pkwy., E.</del>	<del>Inspiration Wy.</del>
<del>Olive Ave., N.</del>	<del>Canal Dr., E.</del>	<del>Christoffersen Pkwy., E.</del>
<del>Olive Ave., E.</del>	<del>Canal Dr., E.</del>	<del>Broadway, N.</del>
<del>Orange St., S.</del>	<del>Main St., W.</del>	<del>Montana Ave.</del>
<del>Peacock Dr.</del>	<del>Berkeley Ave., N.</del>	<del>Johnson Rd., N.</del>
<del>Pedras Rd.</del>	<del>Golden State Blvd., N.</del>	<del>Geer Rd.</del>
<del>Porsche Strasse</del>	<del>Monte Vista Ave., W.</del>	<del>Walnut Rd., N.</del>
<del>Quincy Rd., N.</del>	<del>Tuolumne Rd., E.</del>	<del>East Ave.</del>
<del>Roberts Rd.</del>	<del>Golden State Blvd., N.</del>	<del>Kilroy Rd., N.</del>
<del>Soderquist Rd., S.</del>	<del>Main St., W.</del>	<del>Jordan Ave.</del>
<del>South Ave.</del>	<del>Lander Ave.</del>	<del>Tully Rd., S.</del>
<del>Spengler Wy.</del>	<del>Kilroy Rd., S.</del>	<del>Tegner Rd., S.</del>
<del>Springer Dr., E.</del>	<del>Geer Rd.</del>	<del>Olive Ave., N.</del>
<del>Springer Dr., W.</del>	<del>Crowell Rd.</del>	<del>Geer Rd.</del>
<del>Tegner Rd., N.</del>	<del>Sandstone St.</del>	<del>Taylor Rd., N.</del>

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
<del>Tuolumne Rd., E.</del>	<del>Geer Rd.</del>	<del>Berkeley Ave., N.</del>
<del>Twentieth Century Blvd.</del>	<del>Golden State Blvd., N.</del>	<del>Geer Rd.</del>
<del>Walnut Rd., N.</del>	<del>Monte Vista Ave., W.</del>	<del>Golden State Blvd., N.</del>
<del>West Ave. South</del>	<del>Main St., W.</del>	<del>Linwood Ave., W.</del>

(d) Thirty-five (35) mph speed limit.

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
<del>Atherstone Rd.</del>	<del>Golden State Blvd., N.</del>	<del>Tegner Rd., N.</del>
<del>Berkeley Ave., N.</del>	<del>Taylor Rd., E.</del>	<del>Hawkeye Ave., E.</del>
<del>Canal Dr., E.</del>	<del>Geer Rd.</del>	<del>Johnson Rd., N.</del>
<del>Canal Dr., E.</del>	<del>Johnson Rd., N.</del>	<del>Daubenberger Rd., N.</del>
<del>Canal Dr., W.</del>	<del>Soderquist Rd., N.</del>	<del>Broadway., N.</del>
<del>Colorado Ave.</del>	<del>Taylor Rd., E.</del>	<del>Hawkeye Ave., E.</del>
<del>Countryside Dr.</del>	<del>Tuolumne Rd., W.</del>	<del>Fulkerth Rd.</del>
<del>Crowell Rd.</del>	<del>Paseo Belleza</del>	<del>Monte Vista Ave., W.</del>
<del>Daubenberger Rd., N.</del>	<del>Tuolumne Rd., E.</del>	<del>East Ave.</del>
<del>Del's Ln.</del>	<del>Monte Vista Ave., W.</del>	<del>Golden State Blvd., N.</del>
<del>East Ave.</del>	<del>Bell St.</del>	<del>Johnson Rd., N.</del>
<del>Fifth St.</del>	<del>"F" St., W.</del>	<del>Linwood Ave., E.</del>
<del>First St., N.</del>	<del>Chestnut St.</del>	<del>Olive Ave., E.</del>
<del>Front St.</del>	<del>Golden State Blvd., N.</del>	<del>W. Canal Dr.</del>
<del>Fulkerth Rd.</del>	<del>State Route 99</del>	<del>N. Tully Rd.</del>
<del>Geer Rd.</del>	<del>Monte Vista Ave., W.</del>	<del>Golden State Blvd., N.</del>
<del>Golden State Blvd., N.</del>	<del>Canal Dr., W.</del>	<del>Main St., W.</del>
<del>Hawkeye Ave., E.</del>	<del>Geer Rd.</del>	<del>Waring Rd.</del>
<del>Kilroy Rd., S.</del>	<del>Main St., W.</del>	<del>Linwood Ave., W.</del>

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
<del>Lander Ave.</del>	<del>Main St., W.</del>	<del>State Route 99</del>
<del>Linwood Ave., E.</del>	<del>Golf Rd.</del>	<del>Lander Ave.</del>
<del>Main St., W.</del>	<del>Kilroy Rd., S.</del>	<del>West Ave. South</del>
<del>Ninth St.</del>	<del>Lander Ave.</del>	<del>Linwood Ave., E.</del>
<del>Quincy Rd., N.</del>	<del>Swan Park Dr.</del>	<del>Tuolumne Rd., E.</del>
<del>Soderquist Rd., N.</del>	<del>Fulkerth Rd.</del>	<del>Main St., W.</del>
<del>Tully Rd., N.</del>	<del>Tuolumne Rd., W.</del>	<del>Main St., W.</del>
<del>Tully Rd., S.</del>	<del>Main St., W.</del>	<del>South Ave.</del>
<del>Tuolumne Rd., W.</del>	<del>Countryside Dr.</del>	<del>Golden State Blvd., N.</del>
<del>Tuolumne Rd., E.</del>	<del>Berkeley Ave., N.</del>	<del>Waring Rd.</del>
<del>Walnut Rd., N.</del>	<del>Main St., W.</del>	<del>Canal Dr., W.</del>
<del>Walnut Rd., S.</del>	<del>Main St., W.</del>	<del>Linwood Ave., W.</del>

(e) Forty (40) mph speed limit.

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
<del>Canal Dr., W.</del>	<del>Tully Rd., N.</del>	<del>Soderquist Rd., N.</del>
<del>Christoffersen Pkwy., W.</del>	<del>Golden State Blvd., N.</del>	<del>Kilroy Rd., N.</del>
<del>East Ave.</del>	<del>Johnson Rd., N.</del>	<del>Daubenberger Rd., N.</del>
<del>First St., S.</del>	<del>"F" St., W.</del>	<del>Golf Rd.</del>
<del>Fulkerth Rd.</del>	<del>Tegner Rd., N.</del>	<del>State Route 99</del>
<del>Fulkerth Rd.</del>	<del>Tully Rd., N.</del>	<del>Golden State Blvd., N.</del>
<del>Glenwood Ave., W.</del>	<del>Linwood Ave., W.</del>	<del>Lander Ave.</del>
<del>Glenwood Ave., E.</del>	<del>Lander Ave.</del>	<del>Golf Rd.</del>
<del>Golden State Blvd., N.</del>	<del>Fulkerth Rd.</del>	<del>Canal Dr., W.</del>
<del>Golden State Blvd., S.</del>	<del>East Ave.</del>	<del>1,100 feet south of "F" St., W.</del>
<del>Golf Rd.</del>	<del>First St., S.</del>	<del>State Route 99</del>

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
<del>Hawkeye Ave., W.</del>	<del>Golden State Blvd., N.</del>	<del>Geer Rd.</del>
<del>Linwood Ave., W.</del>	<del>West Ave. South</del>	<del>1400 ft. west of Walnut Rd.</del>
<del>Main St., W.</del>	<del>Tegner Rd., S.</del>	<del>Kilroy Rd., S.</del>
<del>Monte Vista Ave., E.</del>	<del>Geer Rd.</del>	<del>East City limits</del>
<del>Monte Vista Ave., W.</del>	<del>Tegner Rd., N.</del>	<del>Geer Rd.</del>
<del>Tegner Rd., N.</del>	<del>Tuolumne Rd., W.</del>	<del>Monte Vista Ave., W.</del>
<del>Walnut Rd., N.</del>	<del>Taylor Rd., W.</del>	<del>Monte Vista Ave., W.</del>

(f) ~~Forty-five (45) mph speed limit.~~

<b>Primary St.</b>	<b>Beginning</b>		<b>Ending</b>
<del>Christoffersen Pkwy., E.</del>	<del>Geer Rd.</del>		<del>East City limits</del>
<del>Christoffersen Pkwy., W.</del>	<del>Kilroy Rd., N.</del>		<del>Geer Rd.</del>
<del>Dianne Dr.</del>	<del>Main St., W.</del>		<del>Fulkerth Rd.</del>
<del>Geer Rd.</del>	<del>Taylor Rd., W.</del>		<del>Monte Vista Ave., W.</del>
<del>Tegner Rd., N.</del>	<del>Fulkerth Rd.</del>		<del>Tuolumne Rd., W.</del>
<del>Tegner Rd., S.</del>	<del>Main St., W.</del>		<del>Linwood Ave., W.</del>
<del>Walnut Rd., S.</del>	<del>Linwood Ave., W.</del>		<del>Glenwood Ave., W.</del>
<del>Waring Rd.</del>	<del>Hawkeye Ave., E.</del>		<del>Tuolumne Rd., E.</del>

(g) ~~Fifty (50) mph speed limit.~~

<b>Primary St.</b>	<b>Beginning</b>		<b>Ending</b>
<del>Fransil Ln.</del>	<del>Main St., W.</del>		<del>Fulkerth Rd.</del>
<del>Fulkerth Rd.</del>	<del>Washington Rd., N.</del>		<del>Tegner Rd., N.</del>
<del>Golden State Blvd., N.</del>	<del>Taylor Rd., W.</del>		<del>Fulkerth Rd.</del>
<del>Washington Rd., N.</del>	<del>Main St., W.</del>		<del>Fulkerth Rd.</del>

~~(h) Fifty-five (55) mph speed limit.~~

<b>Primary St.</b>	<b>Beginning</b>		<b>Ending</b>
<del>Linwood Ave., W.</del>	<del>Tegner Rd.</del>		<del>Washington Rd., S.</del>
<del>Main St., W.</del>	<del>Washington Rd., S.</del>		<del>Tegner Rd., S.</del>
<del>Taylor Rd., E.</del>	<del>Geer Rd.</del>		<del>East City limits</del>
<del>Taylor Rd., W.</del>	<del>Golden State Blvd., N.</del>		<del>Geer Rd.</del>
<del>Washington Rd., S.</del>	<del>Main St., W.</del>		<del>Linwood Ave., W.</del>

**SECTION 3. VALIDITY:** If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

**SECTION 4. ENACTMENT:** Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 22<sup>nd</sup> day of October, 2024, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

Signed and approved this 12<sup>th</sup> day of November, 2024.

SIGNED:

\_\_\_\_\_  
Amy Bublak, Mayor

ATTEST:

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

APPROVED AS TO FORM:

---

George A. Petrulakis, City Attorney

## EXHIBIT A

### to Council Ordinance XXX

Speed limits are established on the following designated streets or portions thereof as indicated in the tables below and in the attached map. If any conflict exists between the tables and the map, the tables shall govern.

(a) Twenty (20) mph speed limit.

Primary St.	Beginning	Ending
Fifth St.	Lander Ave.	"F" St.

(b) Twenty-five (25) mph speed limit.

Primary St.	Beginning	Ending
"A" St.	Lander Ave.	First St., S.
Arbor Wy.	Berkeley Ave., N.	Quincy Rd., N.
"B" St.	Lander Ave.	First St., S.
Berkeley Ave., S.	East Ave.	Ramson Dr.
Broadway, S.	Olive Ave., E.	"D" St.
"C" St.	Lander Ave.	First St., S.
Castleview Dr.	Johnson Rd., N.	Quincy Rd., N.
Chestnut St.	Grant Ave.	Canal Dr., W.
"D" St.	Lander Ave.	First St., S.
Delbon Ave.	Olive Ave., N.	Colorado Ave.
Denair Ave., N	Hawkeye Ave., E.	North Ave.
El Capitan Dr.	Berkeley Ave., N.	Quincy Rd., N.
"F" St., E.	Golden State Blvd., S.	Alpha Rd.
"F" St., W.	Lander Ave.	Golden State Blvd., S.
First St., S.	Olive Ave., E.	"F" St., W.
Fullerton Dr.	Geer Rd.	Olive Ave., N.

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
Georgetown Ave.	Del's Ln.	Andre Ln.
Grant Ave.	Chestnut St.	Main St., W.
Kilroy Rd., N.	Christoffersen Pkwy., W.	Paseo Del Sol
Main St., E.	Lander Ave.	E. Canal Dr.
Marshall St., E	Minaret Ave., N.	Johnson Rd., N.
McKenna Dr.	Christoffersen Pkwy., W.	Summerton Ln.
Minnesota Ave., W.	Del's Ln.	Geer Rd.
North Ave.	Geer Rd.	Olive Ave., N.
Olive Ave., W.	Lander Ave.	West Ave. North
Palm St., N.	Hawkeye Ave., E.	Olive Ave., E.
Palm St., N.	Olive Ave., E.	Minaret Ave., N.
Panorama Ave.	Springer Dr., W.	Christoffersen Pkwy., W.
Park St.	Soderquist Rd., N.	First St., N.
Sebastian Dr.	Quincy Rd., N.	Daubenberger Rd., N.
Springer Dr., E.	Olive Ave., N.	Berkeley Ave., N.
Tuolumne Rd., W.	Golden State Blvd., N.	Geer Rd.
Wayside Dr.	Geer Rd.	Olive Ave., N.
West Ave., N.	Park St.	Main St., W.

(c) Thirty (30) mph speed limit.

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
Alpha Rd.	East Ave.	Berkeley Ave., S.
Berkeley Ave., N.	Hawkeye Ave., E.	East Ave.
Broadway., N.	Front St.	Olive Ave., E.
Canal Dr., W.	Broadway., N.	Geer Rd.
Colorado Ave.	Hawkeye Ave., E.	East Ave.

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
Countryside Dr.	Monte Vista Ave., W.	Tuolumne Rd., W.
Crowell Rd.	Monte Vista Ave., W.	Tuolumne Rd., W.
Denair Ave., N.	E. Canal Dr.	Hawkeye Ave., E.
East Ave.	Golden State Blvd., N.	Bell St.
Fosberg Rd.	Sunday Dr.	Monte Vista Ave., E.
Georgetown Ave.	Walnut Rd., N.	Del's Ln.
Golden State Blvd., S.	Main St., W.	East Ave.
Heathernoel Wy.	Colorado Ave.	Berkeley Ave., N.
Hedstrom Rd.	Geer Rd.	Colorado Ave.
Joett Dr.	Fulkerth Rd.	Tully Rd., N.
Johnson Rd., N.	Tuolumne Rd., E.	East Ave.
Linwood Ave., W.	Lander Ave.	West Ave. South
Main St., E.	Canal Dr., E.	Berkeley Ave., N.
Main St., W.	West Ave. South	Lander Ave.
Marshall St., E	Golden State Blvd., S.	Minaret Ave., N.
Marshall St., E	Johnson Rd., N.	Daubenberger Rd., N.
Minaret Ave., N.	Main St., E.	East Ave.
Minnesota Ave., E.	Geer Rd.	Olive Ave., N.
Minnesota Ave., E.	Olive Ave., N.	Colorado Ave.
Minnesota Ave., W.	Crowell Rd.	Del's Ln.
Olive Ave., N.	Christoffersen Pkwy., E.	Inspiration Wy.
Olive Ave., N.	Canal Dr., E.	Christoffersen Pkwy., E.
Olive Ave., E.	Canal Dr., E.	Broadway, N.
Orange St., S.	Main St., W.	Montana Ave.
Peacock Dr.	Berkeley Ave., N.	Johnson Rd., N.
Pedras Rd.	Golden State Blvd., N.	Geer Rd.
Porsche Strasse	Monte Vista Ave., W.	Walnut Rd., N.

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
Quincy Rd., N.	Tuolumne Rd., E.	East Ave.
Roberts Rd.	Golden State Blvd., N.	Kilroy Rd., N.
Soderquist Rd., S.	Main St., W.	Jordan Ave.
South Ave.	Lander Ave.	Tully Rd., S.
Spengler Wy.	Kilroy Rd., S.	Tegner Rd., S.
Springer Dr., E.	Geer Rd.	Olive Ave., N.
Springer Dr., W.	Crowell Rd.	Geer Rd.
Tegner Rd., N.	Sandstone St.	Taylor Rd., N.
Tuolumne Rd., E.	Geer Rd.	Berkeley Ave., N.
Twentieth Century Blvd.	Golden State Blvd., N.	Geer Rd.
Walnut Rd., N.	Monte Vista Ave., W.	Golden State Blvd., N.
West Ave. South	Main St., W.	Linwood Ave., W.

(d) Thirty-five (35) mph speed limit.

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
Atherstone Rd.	Golden State Blvd., N.	Tegner Rd., N.
Berkeley Ave., N.	Taylor Rd., E.	Hawkeye Ave., E.
Canal Dr., E.	Geer Rd.	Johnson Rd., N.
Canal Dr., E.	Johnson Rd., N.	Daubenberger Rd., N.
Canal Dr., W.	Soderquist Rd., N.	Broadway., N.
Colorado Ave.	Taylor Rd., E.	Hawkeye Ave., E.
Countryside Dr.	Tuolumne Rd., W.	Fulkerth Rd.
Crowell Rd.	Paseo Belleza	Monte Vista Ave., W.
Daubenberger Rd., N.	Tuolumne Rd., E.	East Ave.
Del's Ln.	Monte Vista Ave., W.	Golden State Blvd., N.
East Ave.	Bell St.	Johnson Rd., N.

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
Fifth St.	"F" St., W.	Linwood Ave., E.
First St., N.	Chestnut St.	Olive Ave., E.
Front St.	Golden State Blvd., N.	W. Canal Dr.
Fulkerth Rd.	State Route 99	N. Tully Rd.
Geer Rd.	Monte Vista Ave., W.	Golden State Blvd., N.
Golden State Blvd., N.	Canal Dr., W.	Main St., W.
Hawkeye Ave., E.	Geer Rd.	Waring Rd.
Kilroy Rd., S.	Main St., W.	Linwood Ave., W.
Lander Ave.	Main St., W.	State Route 99
Linwood Ave., E.	Golf Rd.	Lander Ave.
Main St., W.	Kilroy Rd., S.	West Ave. South
Ninth St.	Lander Ave.	Linwood Ave., E.
Quincy Rd., N.	Swan Park Dr.	Tuolumne Rd., E.
Soderquist Rd., N.	Fulkerth Rd.	Main St., W.
Tully Rd., N.	Tuolumne Rd., W.	Main St., W.
Tully Rd., S.	Main St., W.	South Ave.
Tuolumne Rd., W.	Countryside Dr.	Golden State Blvd., N.
Tuolumne Rd., E.	Berkeley Ave., N.	Waring Rd.
Walnut Rd., N.	Main St., W.	Canal Dr., W.
Walnut Rd., S.	Main St., W.	Linwood Ave., W.

(e) Forty (40) mph speed limit.

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
Canal Dr., W.	Tully Rd., N.	Soderquist Rd., N.
Christoffersen Pkwy., W.	Golden State Blvd., N.	Kilroy Rd., N.
East Ave.	Johnson Rd., N.	Daubenberger Rd., N.

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
First St., S.	“F” St., W.	Golf Rd.
Fulkerth Rd.	Tegner Rd., N.	State Route 99
Fulkerth Rd.	Tully Rd., N.	Golden State Blvd., N.
Glenwood Ave., W.	Linwood Ave., W.	Lander Ave.
Glenwood Ave., E.	Lander Ave.	Golf Rd.
Golden State Blvd., N.	Fulkerth Rd.	Canal Dr., W.
Golden State Blvd., S.	East Ave.	1,100 feet south of “F” St., W.
Golf Rd.	First St., S.	State Route 99
Hawkeye Ave., W.	Golden State Blvd., N.	Geer Rd.
Linwood Ave., W.	West Ave. South	1400 ft. west of Walnut Rd.
Main St., W.	Tegner Rd., S.	Kilroy Rd., S.
Monte Vista Ave., E.	Geer Rd.	East City limits
Monte Vista Ave., W.	Tegner Rd., N.	Geer Rd.
Tegner Rd., N.	Tuolumne Rd., W.	Monte Vista Ave., W.
Walnut Rd., N.	Taylor Rd., W.	Monte Vista Ave., W.

(f) Forty-five (45) mph speed limit.

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
Christoffersen Pkwy., E.	Geer Rd.	East City limits
Christoffersen Pkwy., W.	Kilroy Rd., N.	Geer Rd.
Dianne Dr.	Main St., W.	Fulkerth Rd.
Geer Rd.	Taylor Rd., W.	Monte Vista Ave., W.
Linwood Ave., W.	1400’ west of Walnut Rd.	Tegner Road, S.
Tegner Rd., N.	Fulkerth Rd.	Tuolumne Rd., W.
Tegner Rd., S.	Main St., W.	Linwood Ave., W.
Walnut Rd., S.	Linwood Ave., W.	Glenwood Ave., W.

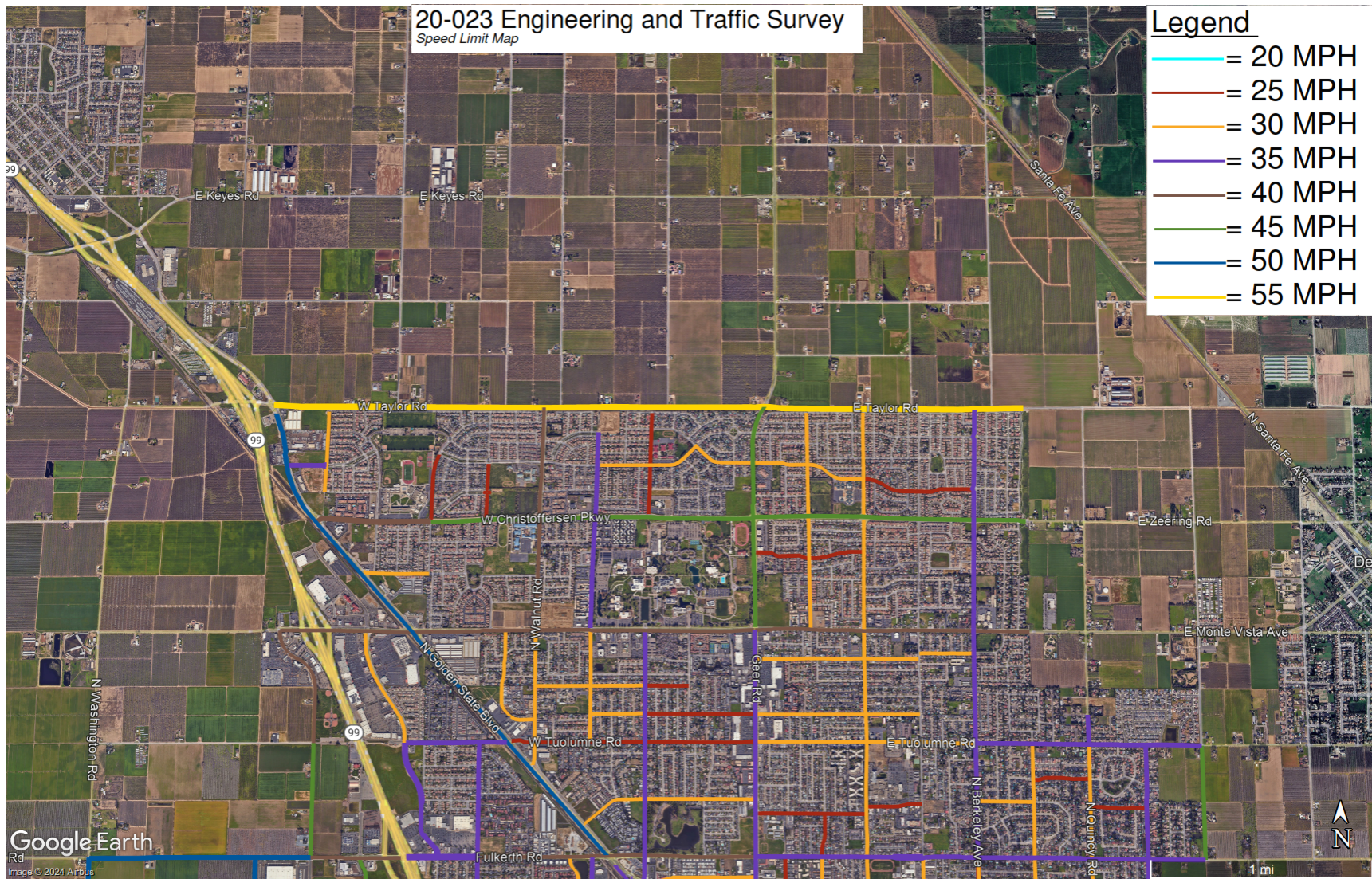
<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
Waring Rd.	Hawkeye Ave., E.	Tuolumne Rd., E.

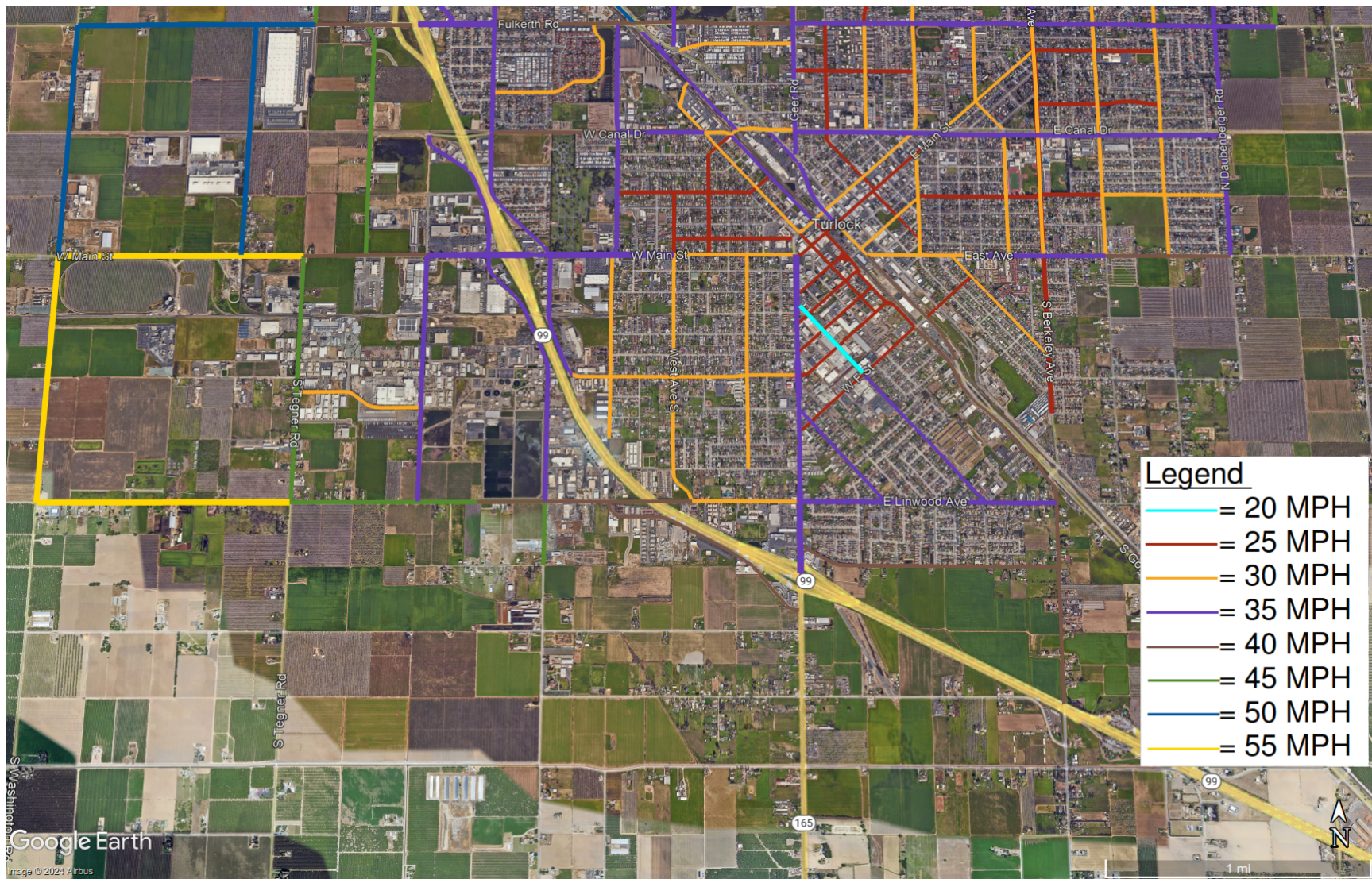
(g) Fifty (50) mph speed limit.

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
Fransil Ln.	Main St., W.	Fulkerth Rd.
Fulkerth Rd.	Washington Rd., N.	Tegner Rd., N.
Golden State Blvd., N.	Taylor Rd., W.	Fulkerth Rd.
Washington Rd., N.	Main St., W.	Fulkerth Rd.

(h) Fifty-five (55) mph speed limit.

<b>Primary St.</b>	<b>Beginning</b>	<b>Ending</b>
Linwood Ave., W.	Tegner Rd.	Washington Rd., S.
Main St., W.	Washington Rd., S.	Tegner Rd., S.
Taylor Rd., E.	Geer Rd.	East City limits
Taylor Rd., W.	Golden State Blvd., N.	Geer Rd.
Washington Rd., S.	Main St., W.	Linwood Ave., W.





# City Council Staff Report

## October 22, 2024



From: Adrienne Werner, Director of Development Services

Prepared by: Adrienne Werner, Director of Development Services

Agendized by: Sarah Eddy, Acting City Manager

### 1. ACTION RECOMMENDED:

Resolution: In the matter of adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Rezone 2024-01, Planned Development 283 (PD 283) at 337 West Avenue South, Stanislaus County APN 050-003-042

#### Introduction of the Ordinance:

Ordinance: In the matter of amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2024-01 Planned Development 283] at 337 West Avenue South, Stanislaus County APN 050-003-042

#### To be considered at the November 12, 2024 City Council Meeting

Resolution: In the matter of establishing Conditions of Approval for Planned Development 283 at 337 West Avenue South, Stanislaus County APN 050-003-042

### 2. SYNOPSIS:

Adopting a mitigated negative declaration and mitigation monitoring program and considering the request to rezone the property at 337 West Avenue South to Planned Development 283 to allow for deviations from the Municipal Code Standards to allow for the development of a 30-lot single family residential subdivision.

### 3. DISCUSSION OF ISSUE:

The applicant is proposing to subdivide the approximately 2.67-acre parcel, into 30 single-family residential lots. The subject site is zoned Medium Density Residential (RM). The lots will range in size from 2,500 square feet to 4,352 square feet. A Planned Development is proposed to allow for deviations from the lot size standards and setbacks. Setbacks will be measured from the property line to that

portion of the building or structure that is closest to the property line. The proposed setbacks for the development are as follows:

Single-story homes:

Front Yard 10'  
Front Yard Garage 25'  
Interior Side Yard 3'  
Rear Livable area 10'  
Rear Yard Garage 3'

Two-story homes:

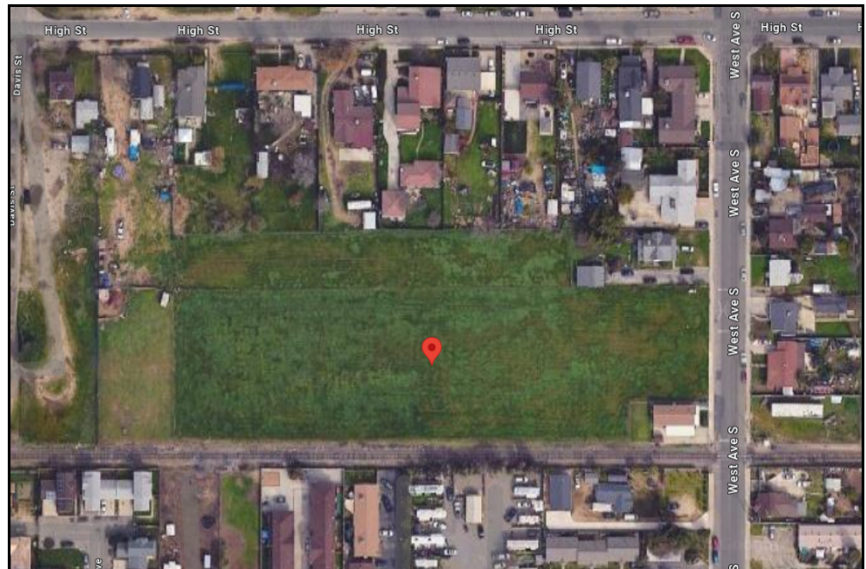
Front Yard habitable space 25'  
Front Yard Porch 15'  
Front Yard Garage 18'  
Interior Side Yard 3'  
Rear Yard Habitable area 10'

## **Background**

The project is proposed on an approximately 2.7-acre parcel. The applicant is proposing to subdivide the lot into 30 single family residential lots. The property is zoned Medium Density Residential (RM) with a General Plan designation of Medium Density Residential (MDR).

## **Adjacent Properties**

The project site is surrounded by properties zoned RM. The properties to the north are developed with single family homes. The Union Pacific railroad runs along the southern property line with single family homes and multi-family projects developed south of the railroad line. The properties to the east are also developed with single family homes. The western edge of the project abuts a long narrow parcel with a single-family home fronting onto High Street.



## **PROJECT EVALUATION**

### **Rezone / Planned Development Request**

The 2.7-acre parcel is zoned Medium Density Residential, this designation allows for a density of 7 to 15 units per acre. For the proposed site a minimum of 19 units and maximum of 41 units are required to meet the density range. The project is

proposing to subdivide the lot into 30 single-family lots meeting the required minimum density and not exceeding the maximum density.

Turlock Municipal Code 9-2-113 describes the purpose of a Planned Development as follows:

(a) **Purpose.** The purpose of the planned development standards and procedures is:

(1) To ensure orderly and thorough planning and review procedures that will result in quality urban design;

(2) To encourage variety and avoid monotony in developments by allowing greater freedom and flexibility with the use of alternative development standards;

(3) To provide a mechanism whereby the City may authorize desirable developments consistent with the Turlock General Plan;

(4) To encourage allocation and improvement of common open space in residential areas, and provide for maintenance of the open space at the expense of those who will directly benefit from it;

(5) To encourage the preservation of serviceable existing structures of historic value or artistic merit by providing the opportunity to use them imaginatively for purposes other than that for which they were originally intended; and

(6) To encourage the assembly of properties that might otherwise be developed in unrelated increments to the detriment of surrounding neighborhoods.

The applicant has requested a Planned Development to allow deviations from the development standards in the Medium Density Residential (RM) zoning district. The property is a long narrow lot approximately 639' long and 188' wide and abutting the Union Pacific railroad along the southern property line. General Plan policy 9.4-f prohibits new residences being located within 100 feet of the railroad tracks. The constraints of the lot size and abutting the railroad make it difficult to develop the this long narrow parcel without requesting deviations from the development standards.

In accordance with Planned Development purpose #3, the Planned Development designation allows the project to deviate from the development standards in order to allow a parcel that would otherwise be difficult to develop.

### **General Plan Policies**

General Plan policy 2.5-a encourages diversity in the citywide mix of housing types by providing for a broad range of densities and prices, including small-lot single-family homes, townhouses, apartments, and condominiums. The property is zoned Medium Density Residential (RM). The minimum lot size in the RM zoning district

is 6,000 square feet. At the minimum lot size of 6,000 square feet the project would barely meet the minimum density at approximately 20-units but would not be able to meet standards such as setbacks and public improvements, e.g. standard roadway widths and sidewalks. Policy 6.2-i calls for the review of the zoning ordinance standards in residential zones to allow for all housing types of the appropriate densities. As proposed, the 2.7-acre property will be subdivided into 30-single family lots ranging in size from 2,500 square feet to 4,352 square feet.

General Plan policies 2.5-c, 6.1-h and 6.2-c encourages infill development on vacant parcels while preserving the scale and character of existing neighborhoods. The property is zoned RM, currently vacant and surrounded by properties zoned RM and developed with single-family and multi-family projects. The proposed small lot single family project meets the intent of the RM zoning district while also blending with the existing single-family homes in the area.

### Setbacks

In order to meet the required number of units the project proposes smaller lots than the minimum lot size in the RM zoning district as well as deviations from the setbacks. The lots will range in size from 2,500 square feet to 4,352 square feet. The proposed setbacks are as follows:

#### Single-story homes:

Front Yard 10'  
Front Yard Garage 25'  
Interior Side Yard 3'  
Rear Livable area 10'  
Rear Yard Garage 3'

#### Two-story homes:

Front Yard habitable space 25'  
Front Yard Porch 15'  
Front Yard Garage 18'  
Interior Side Yard 3'  
Rear Yard Habitable area 10'

\*NOTE: Setbacks shall be measured from that portion of the building or structure closest to a property line.

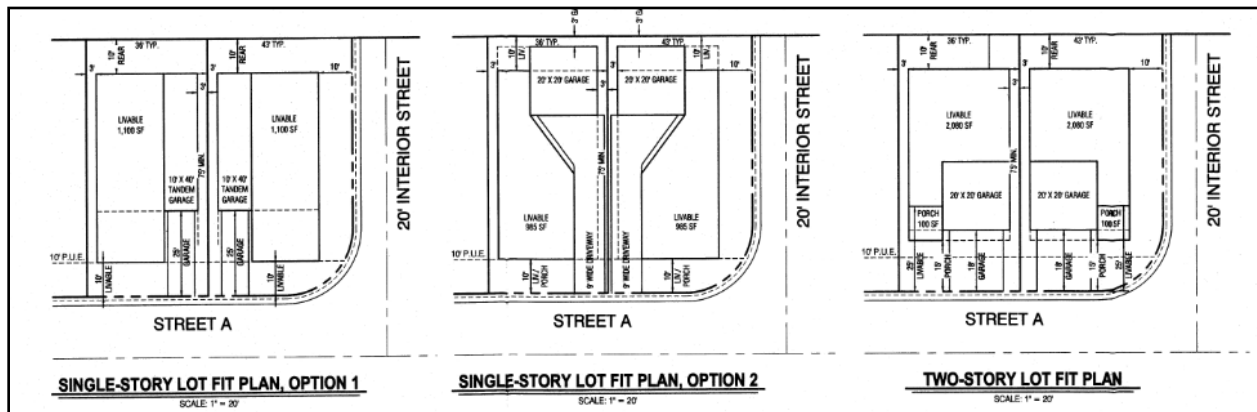
In comparison, the setbacks for lots in the RM zoning district are:

Minimum Lot Size – 6,000 square feet  
Front Yard – 20'  
Side Yard – 10'  
Corner Side Yard – 15'  
Rear Yard – 10'/story

The deviations from the setbacks and minimum lot size allow the project to be developed as small lot single family homes and at a denser rate than typical single-family developments. Although a Planned Development is being requested to allow for deviations from some of the development standards the project is within the allowable density range for the zoning district.

### Parking

The houses will each have a two-car garage. Three (3) garage options are proposed. A tandem garage and a recessed garage option for the single-story homes or the typical garage dominant elevation for the two-story home.



### Noise

General Plan policy 9.4-f requires that new development near railroad tracks be limited to avoid impact from excessive noise vibration. This policy specifically prohibits the construction of new homes stating:

*"No new residences or other buildings where people sleep may be located within 100 feet of railroad tracks. These include multi-family dwellings, houses, hospital patient rooms, and hotels."*

The Union Pacific railroad runs the entire length of the southern property line. Requiring residences to be setback 100-feet from the railroad tracks reduces the 188' wide lot to 88' ultimately making it difficult for development to occur and meet city standards.

General Plan policy 9.4-d requires a noise analysis be done for projects located in a noise contour. The southern property line is less than 10' from the railroad. An acoustical analysis was done by WJV Acoustics (WJVA) on May 24, 2024 and submitted as part of the application. The analysis concluded that the railroad line is no longer operational, and there are no known plans for the railroad line to be used at a future date. An excerpt of the analysis is included as Attachment 5 of this report. Since the railroad line is no longer operational WJVA used historical data provided by the Federal Railroad Administration for the analysis. WJVA calculated the project site noise exposure to be approximately 60dB CNEL at the closest residential lots to the historical railroad line. The noise levels would equal but not exceed the City's 60 dB CNEL exterior noise level standard. Additionally, interior

noise levels would not exceed the City's 45 dB CNEL interior noise levels if historic operations were to resume.

The acoustical analysis concluded that any significant change in the project, future railroad operations, or noise standards would require reevaluation of the findings in the report.

**Elevations**

House plans for the subdivision have not been included in this application. Once the house plans have been developed the developer will be required to submit elevations and floor plans to the Planning Division for approval. A Minor Administrative Approval (MAA) will be required to confirm that the house plans comply with the design guidelines.

**Public Services & Facilities**

Connection to City services is required for this project. The subdivision will also be required to annex to the Community Facilities District 2 (CFD #2) to mitigate the ongoing costs of public services.

**Public Comments and Planning Commission Hearing**

Staff did not receive any calls or correspondence from the public with questions and concerns about the proposed project prior to the Planning Commission hearing. Several residents from the area attended the September 5<sup>th</sup> Planning Commission and spoke in favor of the project.

The Planning Commission voted 4-0-3 to recommend the City Council approve the proposed project.

**4. BASIS FOR RECOMMENDATION:**

A. Applications for Planned Developments require City Council approval. At their September 5, 2024 Planning Commission meeting the Planning Commission voted 4-0, with three members absent, to recommend the City Council approve the proposed project.

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

**Fiscal Impact:** The cost of reviewing this request was paid for by the applicant. Further, as a condition of approval, the property will be annexed to CFD #2 and CFD #3 (when formed) to mitigate the project's impacts on police, fire, and public maintenance operations.

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

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

The proposed project would result in rezoning the property at 337 West Avenue South, totaling approximately 2.7-acres, from Medium Density Residential (RM) to Planned Development 283 to allow for the development of 30 single-family homes. The development is consistent with the allowable densities of the RM zoning district.

The environmental impacts associated with Rezone 2024-01, and Planned Development 283 have been reviewed by the City pursuant to the Turlock Municipal Code and the California Environmental Quality Act (CEQA). Based upon analysis, information, and mitigation measures contained in the Initial Study prepared for the proposed project, it has been determined that no significant environmental impacts are associated with the proposed project. Pursuant to Public Resources Code 21080(c)(2) and 21157.5 of CEQA, the proposed project was analyzed to establish its potential impacts beyond those described in the General Plan Environmental Impact Report. Feasible mitigation measures have been added to the project, in accordance with Public Resources Code 21080(c)(2) and 21157.5 of CEQA, to mitigate identified environmental impacts to a level of insignificance.

On August 2, 2024 a Mitigated Negative Declaration was prepared and posted with the Stanislaus County Clerk, stating that the proposed development would not have a significant effect upon the environment because mitigation measures identified in the General Plan EIR, initial study, and mitigation monitoring program have been added to the project. The initial study and mitigation monitoring program are provided as Attachments #3 and #4.

**8. ALTERNATIVES:**

**A. The City Council may choose to not approve Rezone 2024-01 (PD 283).** If the City Council chooses to not approve the Planned Development, the applicant would be required to design the project to meet all of the required standards for the underlying zoning district resulting in a reduction in the total number of lots and the project not meeting the development standards of Medium Density Residential zoning district.

**B. The City Council may choose to add or modify Conditions of Approval.** The City Council may choose to add to or modify any of the proposed conditions of approval if desired.

**10. ATTACHMENTS**

1. Draft CEQA Resolution

2. Draft PD 281 Resolution
3. Draft Ordinance
4. VTSM 2024-01
5. WJV Acoustical Analysis

**EXHIBITS**

- A. Initial Study
- B. Mitigation Monitoring and Reporting Program

## BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE	}	RESOLUTION NO. 2024-
MITIGATED NEGATIVE DECLARATION AND	}	
MITIGATION MONITORING AND REPORTING	}	
PROGRAM FOR REZONE 2024-01, PLANNED	}	
DEVELOPMENT 283 (PD 283) AT 337 WEST	}	
AVENUE SOUTH, STANISLAUS COUNTY APN	}	
<u>050-003-042</u>	}	

**WHEREAS**, RBK Development has submitted an application to rezone an approximately 2.7-acre parcel from Medium Density Residential to Planned Development 283 to allow for the development a 30 small-lot single family residential subdivision; and

**WHEREAS**, the property affected by this Resolution is 337 West Avenue South, more particularly described as Stanislaus County Assessor's Parcel Number 050-003-042; and

**WHEREAS**, the rezoning would allow deviations from the minimum lot size, dimensions and setbacks required in the Medium Density Residential (RM) zoning district; and

**WHEREAS**, typical lot sizes will range from 2,500 square feet to 4,352 square feet; and

**WHEREAS**, a notice of intent to adopt a mitigated negative declaration for the project was mailed to applicable responsible and interested agencies on August 2, 2024; and

**WHEREAS**, a notice of intent to adopt a mitigated negative declaration was posted at the Stanislaus County Recorder's Office on August 2, 2024; and

**WHEREAS**, duly noticed public hearing was held by the Planning Commission of the City of Turlock on September 5, 2024, to consider public input and testimony on the potential environmental impacts of the project; and

**WHEREAS**, the Planning Commission of the City of Turlock considered information provided in the Initial Study, the responses and comments on the Initial Study, and the comments received during the public hearing in making its findings and determinations, and recommended that the City Council adopt the Mitigated Negative Declaration of Environmental Effect and Mitigation Monitoring and Reporting Program; and

**WHEREAS**, the City Council of the City of Turlock held a duly noticed public hearing on October 22, 2024, to solicit public comment and testimony regarding the environmental document and the project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of

Turlock does hereby adopt a Mitigated Negative Declaration of Environmental Effect, attached hereto as Exhibit 1, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an Initial Study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.
3. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
4. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR (City Council Resolution 2012-156). As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations, are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.
5. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
  - a. No substantial changes have occurred with respect to the circumstances under which the General Plan EIR was certified, and
  - b. That there is no new available information which was not and could not have been known at the time the General Plan EIR was certified.
6. Pursuant to CEQA Guidelines Section 15162, having reviewed the General Plan EIR, the City of Turlock finds and determines that, based on substantial evidence in the light of the whole record, that new information of substantial importance shows that significant environmental effects have been identified, but that feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
7. The City has further determined, pursuant to CEQA Guidelines Section 15070(b) that:
  - a. Revisions to the project plans or proposals made by, or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review, would avoid the effects or mitigate the effect to a point where clearly no significant effects would occur; and
  - b. There is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment.

**BE IT FURTHER RESOLVED** that the City Council of the City of Turlock does hereby adopt the Mitigation Monitoring and Reporting Program, attached hereto as

Exhibit 2, required pursuant to Section 21081.6 of the Public Resources Code (CEQA) to ensure compliance with the required mitigation measures or project revisions during project implementation.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 22<sup>nd</sup> day of October, 2024 by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

—

---

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ESTABLISHING	}	RESOLUTION NO. 2024-
CONDITIONS OF APPROVAL FOR	}	
PLANNED DEVELOPMENT 283 (PD 283) AT	}	
337 WEST AVENUE SOUTH, STANISLAUS	}	
COUNTY APN 050-003-042	}	
	}	

---

**WHEREAS**, RBK Development has submitted an application to subdivide approximately 2.7 acres into 30-single family residential lots; and

**WHEREAS**, typical lot sizes will range from 2,500 to 4,352 square feet; and

**WHEREAS**, lot widths range from 36' wide to 45' wide; and

**WHEREAS**, lot depths range from 75' deep to 78' deep; and

**WHEREAS**, the project will be developed generally in accordance with standards established for the Medium Density Residential (RM) zoning district; and

**WHEREAS**, the property affected by this Resolution is described as Stanislaus County Assessor Parcel No. 050-003-042; and,

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

**WHEREAS**, the Planning Commission considered the request on September 5, 2024, and recommended that the proposed amendment to the official City of Turlock Zoning Map and establishment of Planned Community Development District No. 283 [PD-283 (Rezone 2024-01)] be authorized by the City Council; and

**WHEREAS**, on October 22, 2024, the City Council considered the request, the Planning Commission recommendation, and the Environmental Review documentation and testimony and found that Rezone No. 2024-01, and Planned Community Development District No. 283 (PD-283) will not have a significant adverse impact upon the environment and directed that a Notice of Determination for a Mitigated Negative Declaration be filed; and

**WHEREAS**, the City Council held a public hearing on October 22, 2024, and considered the public testimony before introducing the ordinance amending the zoning map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code for Rezone 2024-01; and

**WHEREAS**, a second reading of the ordinance occurred on November 12, 2024 at a public noticed meeting, the Turlock City Council voted to enact the ordinance amending

the zoning map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code for Rezone 2024-01 (PD 283).

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

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

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

**Section 2.** That the City Council of the City of Turlock does hereby approve the development of Planned Community Development District No. 283 (PD-283), in accordance with the plan filed as part of the Planning Commission consideration, referred to above, and which is on file in the office of the Turlock Planning Division. The following conditions shall apply, as well as compliance with all applicable codes and ordinances and

shall be complied with prior to issuance of Certificate of Occupancy, or its equivalent, unless otherwise stipulated:

**CONDITIONS FOR PLANNED DEVELOPMENT DISTRICT NO. 283 (PD-283)**

1. This approval authorizes the rezoning of approximately 2.7-acres from Medium Density Residential (RM) to Planned Development 283 to allow for the development of a 30-lot single family residential subdivision.
2. All development on the property shall be subject to the conditions set forth in Vesting Tentative Subdivision Map 2024-01, and all conditions therein
3. Planned Development 283 authorizes the development of 30 residential lots generally in conformance with the standards of the RM zoning district as contained the Turlock Municipal Code § 9-3-200ART, unless otherwise stated herein.
4. Typical lot sizes will range from 2,500 to 4,352 square feet.
5. Typical lot widths will range from 36' wide to 45' wide.
6. Typical lot depths will range from 75' deep to 78' deep.
7. The subdivision shall be developed in accordance with the vesting tentative subdivision map submitted as part of the application for this project, except as may be amended herein:

Single-story homes:

Front Yard 10'  
Front Yard Garage 25'  
Interior Side Yard 3'  
Rear Livable area 10'  
Rear Yard Garage 3'

Two-story homes:

Front Yard habitable space 25'  
Front Yard Porch 15'  
Front Yard Garage 18'  
Interior Side Yard 3'  
Rear Yard Habitable area 10'

8. All mitigation measures contained in the Initial Study prepared for the proposed project are hereby made conditions of approval for Rezone 2021-01 and Planned Development 283

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

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

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 22<sup>nd</sup> day of October, 2024, by the following vote:

AYES:  
NOES:

NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE ZONING }  
 MAP OF THE CITY OF TURLOCK, CALIFORNIA, }  
 ATTACHED TO TITLE 9 OF THE TURLOCK }  
 MUNICIPAL CODE [REZONE 2024-01, PLANNED }  
 DEVELOPMENT 283] AT 337 WEST AVENUE }  
 SOUTH, STANISLAUS COUNTY APN }  
 050-003-042 }

ORDINANCE NO. -CS

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

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

**SECTION 2. ZONING CHANGE.** The Zoning Map of the City of Turlock is hereby amended to rezone the following described property from Medium Density Residential (R-M) to Planned Development No. 283, under the provisions of Title 9 of the Turlock Municipal Code, and said real property shall hereafter be subject to the provisions and regulations of this Chapter relating to property located within such Districts. Said property is described as follows:

All that portion of Lot 8 and 9 of the Crow and Browder Colony, in the County of Stanislaus, State of California, according to the official map thereof, filed in the Office of the Recorder of Stanislaus County, California, on March 17, 1905 in Volume 2 of Maps, at Page 11, described as follows:

Commencing at the true northeast corner of said Lot 9 of the said Crow and Browder Colony and running thence south along center of avenue 461 feet as the point of beginning; thence same last mentioned course 188.5 feet to a point 4.5 feet south of the north line of the avenue along the southerly side of said Lot 9; thence west and parallel with the north line of said avenue 669.5 feet to the west line of Lot 8 of said

Crow and Browder Colony; thence north on the west line of Lot 8 a distance of 188.5 feet; thence east and parallel with the south line of said Lots 8 and 9, a distance of 669.5 feet to the point of beginning.

Excepting the south 50 feet of the east 120 feet of said Lot 9, measured to the center line of West Avenue and from the north line of Avenue on the South.

Also excepting the east 10 feet as deeded to City of Turlock in Deed recorded February 11, 1985 Instrument Number 36862 Reel 032 Image 286.

APN: 050-003-042-000

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

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

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

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of November, 2024, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

Signed and approved this \_\_\_\_\_ day of November, 2024.

SIGNED:

\_\_\_\_\_  
Amy Bublak, Mayor

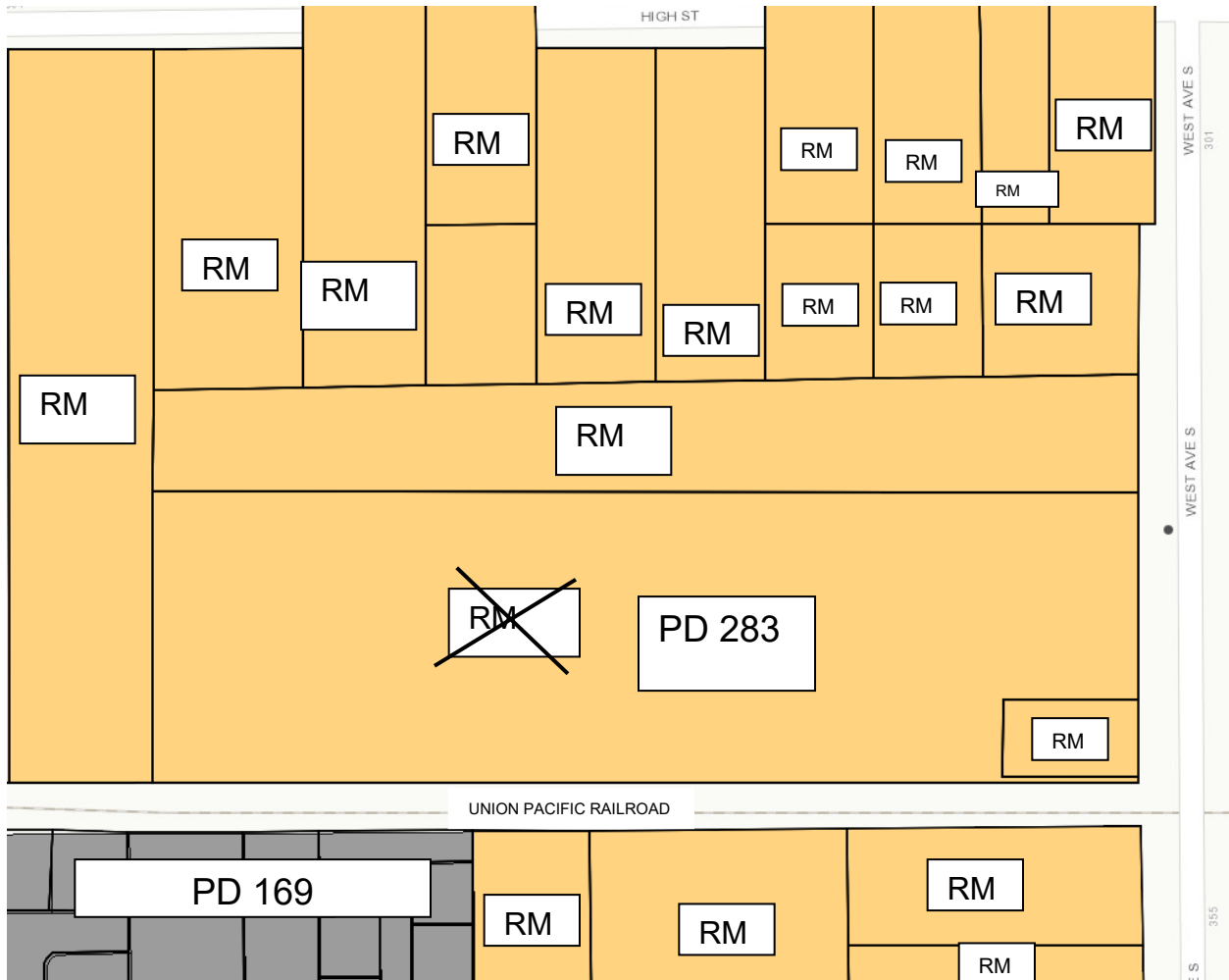
ATTEST:

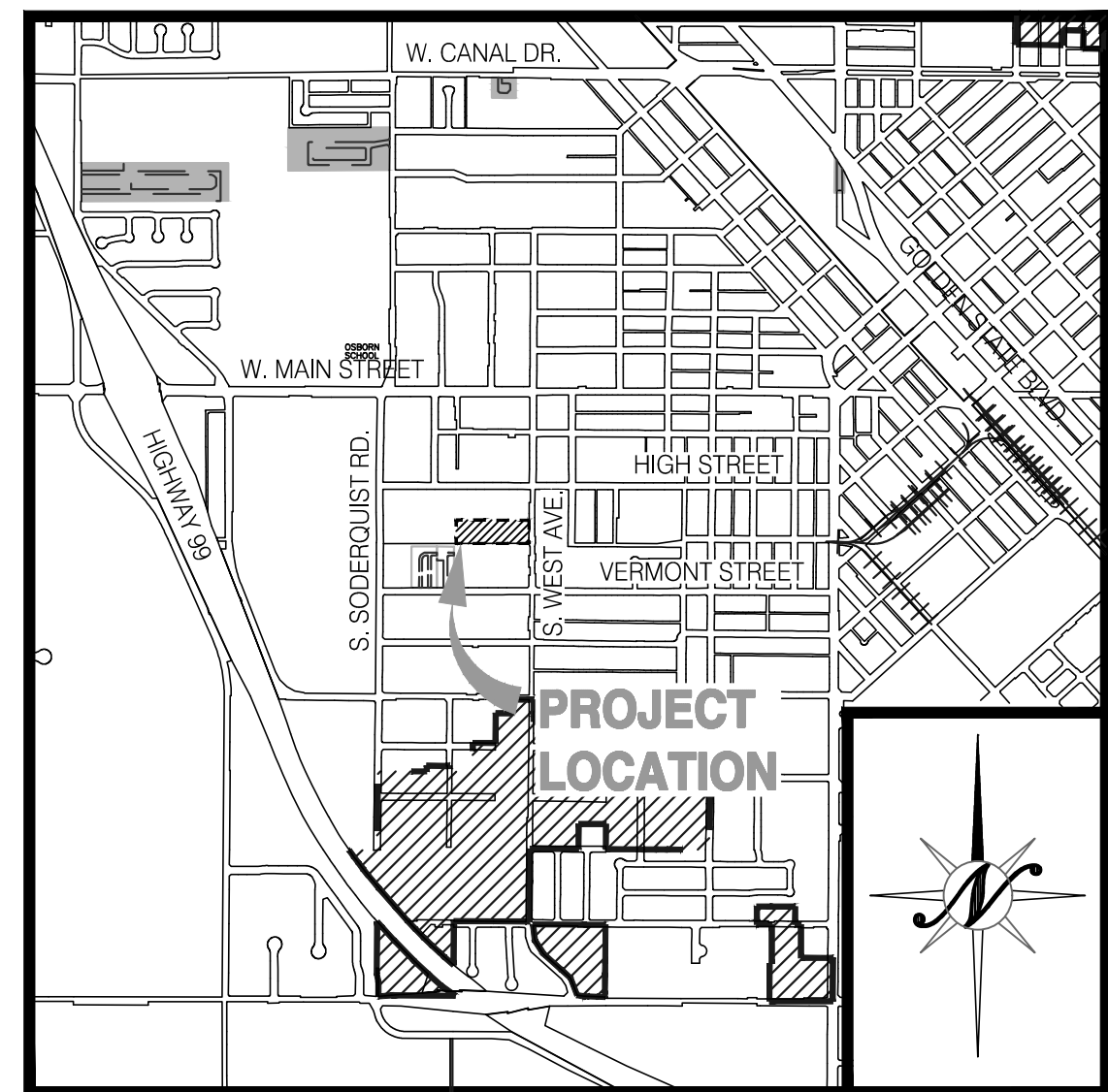
\_\_\_\_\_  
Julie Christel, City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

APPROVED AS TO FORM:

\_\_\_\_\_  
George Petrulakis, City Attorney

EXHIBIT A



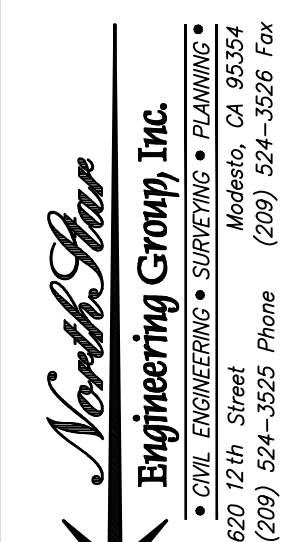


## GENERAL NOTES

1. ALL IMPROVEMENTS SHALL BE CONSTRUCTED AS PER CITY OF TURLOCK STANDARD PLANS AND SPECIFICATIONS EXCEPT AS NOTED.
2. STORM DRAINAGE TO BE CONVEYED TO TWO CATCH BASINS WITH FILTRATION DEVICES, THEN CONNECT TO THE EXISTING MAIN IN S. WEST AVENUE.
3. SANITARY SEWER TO BE CONSTRUCTED TO THE CITY OF TURLOCK STANDARDS AND SPECIFICATIONS.
4. WATER SYSTEM TO BE CONSTRUCTED TO THE CITY OF TURLOCK STANDARDS AND SPECIFICATIONS.
5. STREET LIGHTING SHALL BE INSTALLED PER CITY OF TURLOCK STANDARD SPECIFICATIONS.
6. PUBLIC UTILITIES ARE TO BE INSTALLED UNDER GROUND IN EASEMENTS.
7. THE SUBDIVIDER HEREBY RESERVES THE RIGHT TO FILE "MULTIPLE SUBDIVISION MAPS" AS SET FORTH BY THE SUBDIVISION MAP ACT, ARTICLE 4, SECTION 66456.1, AND FILE PARCEL MAPS FOR REASON OF SALE. ALL PARCEL LINES SHALL CONFORM TO THIS TENTATIVE MAP.
8. PUBLIC UTILITY EASEMENTS WILL BE PROVIDED ALONG ALL STREET IN-TRACT FRONTAGES.
9. ALL EXISTING STRUCTURES AND TREES ARE TO BE REMOVED UNLESS OTHERWISE NOTED. SEPTIC TANKS, LEACH FIELDS, AND WELLS ON SITE WILL BE REMOVED OR ABANDONED AS PER CITY OF CITY OF TURLOCK REQUIREMENTS.
10. APPLICANT SHALL PROVIDE ACCESS AGREEMENT IN PERPETUITY FOR CITY TO INSPECT ALL POST-CONSTRUCTION BMP'S.
11. HOUSE FOOTPRINTS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY. HOUSE FOOTPRINTS MAY VARY IN THE FUTURE, BUT THE SETBACKS ARE TO REMAIN CONSTANT.
12. ALL STREETS ARE TO BE PUBLIC STREETS.
13. NO PARKING ALONG THE FRONTAGE OF LOTS 17 THRU 19 AND PORTION OF 30.
14. STREET A TO UTILIZE STANISLAUS COUNTY STANDARD DRIVE-OVER CURB AT THE PROPOSED RESIDENTIAL DRIVEWAY LOCATIONS ONLY AND THEN TRANSITION WITHIN 3 FEET TO THE CITY OF TURLOCK STANDARD 6" CURB AND GUTTER.

[illegible]

**TURLOCK, CALIFORNIA**  
**337 S. WEST AVENUE**



JOB #:	24-3467
DATE:	09/24/2024
SCALE:	AS SHOWN
DRAWN:	PMH
DESIGN:	PMH
CHK'D:	JE

SHEET  
NUMBER

TM1.1

COPYRIGHT © 2024 NORTHSTAR ENGINEERING GROUP, INC.

N.T.S.

[illegible]

NTS

### SINGLE-STORY LOT FIT PLAN, OPTION 1

SCALE: 1" = 20'

**SINGLE-STORY LOT FIT PLAN, OPTION 2**

SCALE: 1" = 20'

36' TYP.

10' REAR

3'

LIVABLE 2,080 SF

20' X 20' GARAGE

PORCH 100 SF

75' MIN.

3'

10' REAR

43' TYP.

10'

LIVABLE 2,080 SF

20' X 20' GARAGE

PORCH 100 SF

FIRE LANE

10' P.U.E.

5' P.P.P.

25'

15'

18'

GARAGE

18'

15'

PORCH

25'

LIVABLE

## TWO-STORY LOT FIT PLAN

SCALE: 1" = 20'

	EXISTING	PROPOSED
BORDER LINE		
CENTERLINE		
RIGHT-OF-WAY		
PARCEL LINE		N/A
LOT LINE	N/A	
LOT NUMBER	N/A	50
LOT DIMENSION	N/A	45'
CURB AND GUTTER		
SIDEWALK		
EDGE OF PAVEMENT		
PAVEMENT		
MASONRY WALL	N/A	
SIGN		N/A
CONTOUR		N/A
OVER HEAD ELECTRICAL		N/A
GAS (MAIN)		N/A
SERVICE POLE		N/A
STORM DRAIN (MAIN)		N/A
STORM DRAIN MAINTENANCE HOLE		N/A
WATER (MAIN)		
SEWER MAINTENANCE HOLE		
SEWER (MAIN)		
PUBLIC UTILITY EASEMENT (P.U.E.) / PUBLIC PEDESTRIAN EASEMENT (P.P.E.)	N/A	
NO PARKING	N/A	

ALL THAT PORTION OF LOT 8 AND 9 OF THE CROW AND BROWDER COLONY, IN THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE RECORDER OF STANISLAUS COUNTY, CALIFORNIA, ON MARCH 17, 1905 IN VOLUME 2 OF MAPS, AT PAGE 11.

**ACOUSTICAL ANALYSIS**

**337 WEST AVENUE SOUTH  
TURLOCK, CALIFORNIA**

**WJVA Project No. 24-28**

**PREPARED FOR**

**RBK DEVELOPMENT, INC.  
1850 ARBOR STREET  
TURLOCK, CALIFORNIA 95380**

**PREPARED BY**

**WJV ACOUSTICS, INC.  
VISALIA, CALIFORNIA**



**wjv acoustics**

**MAY 24, 2024**

## INTRODUCTION

The project is a proposed 30-lot single-family residential development to be located in Turlock, California. The project site is bordered to the south by a Union Pacific Railroad line. The railroad line is no longer operational. However, the City of Turlock has requested an acoustical analysis to determine project site noise exposure if railroad operations were to occur along the railroad line. This analysis, prepared by WJV Acoustics, Inc. (WJVA), is based upon a project site plan provided by the project applicant, railroad data provided by the Federal Railroad Administration and the findings of on-site noise level measurements. Revisions to the site plan may affect the findings and recommendations of this report. The site plan is provided as Figure 1.

Appendix A provides a description of the acoustical terminology used in this report. Unless otherwise stated, all sound levels reported are in A-weighted decibels (dB). A-weighting de-emphasizes the very low and very high frequencies of sound in a manner similar to the human ear. Most community noise standards utilize A-weighting, as it provides a high degree of correlation with human annoyance and health effects. Appendix B provides typical A-weighted sound levels for common noise sources.

In terms of human perception, a 5 dB increase or decrease is considered to be a noticeable change in noise levels. Additionally, a 10 dB increase or decrease is perceived by the human ear as half as loud or twice as loud. In terms of perception, generally speaking the human ear cannot perceive an increase (or decrease) in noise levels less than 3 dB.

## CRITERIA FOR ACCEPTABLE NOISE EXPOSURE

The Noise Element of the City of Turlock General Plan establishes noise level standards for both transportation and non-transportation (stationary) noise sources. Table I provides the maximum interior and exterior noise level standards for various land use categories, in terms of the CNEL. The CNEL (Community Noise Equivalent Level) is the time-weighted average noise level for a 24-hour day with penalties of 4.77 dB added to noise levels occurring during the evening hours (7:00 p.m.-10:00 p.m.) and 10 dB added to noise levels occurring during the nighttime hours (10:00 p.m.-7:00 a.m.).

The noise element establishes an exterior noise standard of 60 dB CNEL for exterior noise exposure within outdoor activity areas of residential land uses. Outdoor activity areas include backyards of single-family residences, individual patios or decks of multi-family developments and common outdoor recreation areas of multi-family developments. The intent of the exterior noise level requirement is to provide an acceptable noise environment for outdoor activities and recreation. There is no applicable exterior noise level standard for commercial or office land uses provided in the General Plan Noise Element.

The Noise Element also requires that interior noise levels attributable to exterior noise sources not exceed 45 dB CNEL. The intent of the interior noise level standard is to provide an acceptable noise environment for indoor communication and sleep. The Noise Element also establishes an interior noise level standard of 50 dB CNEL for commercial and office land uses.

**TABLE I**  
**ALLOWABLE NOISE EXPOSURE**  
**CITY OF TURLOCK GENERAL PLAN NOISE ELEMENT**  
**dBA, CNEL**

Land Use Categories	Outdoor Activity Areas <sup>1</sup>	Interior Spaces <sup>2</sup>
Residential	60	45
Motels, Hotels	60	45
Hospitals, Nursing Homes, Schools, Libraries, Museums, Churches	60	45
Playgrounds, Parks, Recreation Uses	65	50
Commercial and Office Uses	65	50
Industrial Uses	70	65

1 For non-residential uses, where an outdoor activity area is not proposed, the standard does not apply. Where the location of outdoor activity areas is unknown, the exterior noise level standard shall be applied to the property line of the receiving use.

2. Where it is not possible to reduce noise in outdoor activity areas to the allowable maximum, levels up to 5 dB higher may be allowed provided that available exterior noise level reductions measures have been implemented and interior noise levels are in compliance with this table.

Source: City of Turlock General Plan

Table II provides noise level performance standards for non-transportation (stationary) noise sources, as provided in the City of Turlock General Plan Noise Element. The non-transportation noise level standards are provided in terms of the energy average noise level ( $L_{eq}$ ) and maximum allowable noise level ( $L_{max}$ ), and become 10 dB more restrictive during the nighttime hours (10:00 p.m. to 7:00 a.m.).

<b>TABLE II</b> <b>NOISE LEVEL PERFORMANCE STANDARDS, NON-TRANSPORTATION NOISE SOURCES</b> <b>CITY OF TURLOCK GENERAL PLAN</b> <b>dBA</b>		
Noise Level Descriptor	Daytime 7:00 a.m. to 10:00 p.m.	Nighttime 10:00 p.m. to 7:00 a.m.
Hourly $L_{eq}$ , dB	55	45
Maximum Level, dB	75	65
Note: Each of the noise levels specified above shall be lowered by 5 dB for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises.		
Source: City of Turlock General Plan		

Additionally, section 5-28-108 (Noise Limits) of the City of Turlock Municipal Code provide exterior noise limits applicable to the project. Table III provides the noise level standards provided in the Municipal Code.

<b>TABLE III</b> <b>EXTERIOR NOISE LIMITS</b> <b>LEVELS NOT TO BE EXCEEDED MORE THAN 30 MINUTES IN ANY HOUR (<math>L_{50}</math>)</b> <b>CITY OF TURLOCK MUNICIPAL CODE</b>		
Receiving Land Use Category	$L_{50}$ A-Weighted Decibels, dBA Sources	
	7:00 a.m. to 10:00 p.m.	10:00 p.m. to 7:00 a.m.
One- and Two-Family Residential	60	50
Multiple Dwelling Residential	60	55
Public Spaces	65	--
Motels/Hotels, Hospitals, Nursing Homes, Schools, Libraries, Museums, Churches	60	55
All Other Commercial	65	60
Light Industrial	70	70
Heavy Industrial	75	75
Source: City of Turlock Municipal Code		

In regards to the noise level standards described in Table III, section 5-28-109 (Maximum permissible sound levels by receiving land uses) of the City of Turlock Municipal Code states the following:

*The maximum sound levels shall be determined as follows:*

*(a) The noise standards for the various categories of land use identified by the Noise Control Officer as set forth in TMC 5-28-108, unless otherwise specifically indicated, shall apply to all such property within a designated zone.*

*(b) No person shall operate, or cause to be operated, any source of sound at any location within the incorporated City, or allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person, which causes the noise level, when measured on any other property, either incorporated or unincorporated, to exceed:*

*(1) The noise standard for that land use as specified in TMC 5-28-108 for a cumulative period of more than thirty (30) minutes in any hour; or*

*(2) The noise standard plus five (5) dB for a cumulative period of more than fifteen (15) minutes in any hour; or*

*(3) The noise standard plus ten (10) dB for a cumulative period of more than five (5) minutes in any hour; or*

*(4) The noise standard plus fifteen (15) dB for a cumulative period of more than one (1) minute in any hour; or*

*(5) The noise standard plus twenty (20) dB or the maximum measured ambient level for any period of time.*

*(c) If the measured ambient level differs from that permissible within any of the first four (4) noise limit categories set forth in subsection (b) of this section, the allowable noise exposure standard shall be adjusted in five (5) dB increments in each category as appropriate to encompass or reflect such ambient noise level. In the event the ambient noise level exceeds the fifth noise limit category, the maximum allowable noise level under such category shall be increased to reflect the maximum ambient noise level.*

*(d) If the measurement location is on a boundary between two (2) different zones, the noise level limit applicable to the lower noise zone, plus five (5) dB, shall apply.*

Table IV summarizes the noise level standards provided in section 5-28-109 of the City of Turlock Municipal Code. The noise ordinance addresses the statistical distribution of noise over time and allows for progressively shorter periods of exposure to levels of increasing loudness. Table IV summarizes the exterior noise level standards of the ordinance. The ordinance is to be applied during any one-hour time period of the day or night and the standards are more restrictive during the nighttime hours of 10:00 p.m. to 7:00 a.m. The standards of the noise ordinance may be adjusted upward (made less restrictive) if existing ambient noise levels without the source of concern already exceed the noise ordinance standards.

<p style="text-align: center;"><b>TABLE IV</b></p> <p style="text-align: center;"><b>EXTERIOR NOISE LEVEL STANDARDS, dBA</b></p> <p style="text-align: center;"><b>CITY OF TURLOCK MUNICIPAL CODE</b></p> <p style="text-align: center;"><b>CUMULATIVE # MIN/HR. (L<sub>n</sub>)</b></p> <p style="text-align: center;"><b>DAYTIME, 7 A.M. to 10 P.M. (NIGHTTIME, 10 P.M. to 7 A.M.)</b></p>					
Receiving Land Use Category	30 (L <sub>50</sub> )	15 (L <sub>25</sub> )	5 (L <sub>8.3</sub> )	1 (L <sub>1.7</sub> )	0 (L <sub>max</sub> )
One- and Two-Family Residential	60 (50)	65 (55)	70 (60)	75 (65)	80 (70)
Multiple Dwelling Residential	60 (55)	65 (60)	70 (65)	75 (70)	80 (75)
Public Spaces	65	70	75	80	85
Motels/Hotels, Hospitals, Nursing Homes, Schools, Libraries, Museums, Churches	60 (55)	65 (60)	70 (65)	75 (70)	80 (75)
All Other Commercial	65 (60)	70 (65)	75 (70)	80 (75)	85 (80)
Light Industrial	70	75	80	85	90
Heavy Industrial	75	80	85	90	95

Note: In layman's terms, the noise level standards shown may not be exceeded for more than the specified number of minutes within any one-hour time period. The L<sub>n</sub> value shown in parenthesis indicates the percent of the time during an hour that a particular noise level may not be exceeded. For example, the L<sub>50</sub> represents 50% of the hour, or 30 minutes.

## PROJECT SITE NOISE EXPOSURE

The project site is located at 337 West Avenue South, in the City of Turlock, California. The project site is bordered to the south by a Union Pacific (UP) Railroad line. The closest proposed residential backyards for the proposed lots are located approximately 40 feet from the UP Railroad line.

The railroad line is no longer operational. Figure 2 provides a photo taken immediately east of the project site, which shows a sign installed in the middle of the railroad line, confirming that the railroad line is not operational in the project vicinity. However, this analysis quantifies project site railroad noise exposure based on historical usage along the railroad line.

### **Project Site Ambient Noise Levels:**

WJVA conducted a site visit and ambient noise level measurement at the project site on May 14, 2024. Observed noise sources during the project site visit and ambient noise measurement included vehicle traffic along West Avenue South, barking dogs, noise associated with landscaping activities and occasional aircraft overflights.

Noise monitoring equipment consisted of a Larson-Davis Laboratories Model LDL-820 sound level analyzer equipped with a B&K Type 4176 1/2" microphone. The equipment complies with the specifications of the American National Standards Institute (ANSI) for Type I (Precision) sound level meters. The meter was calibrated with a B&K Type 4230 acoustic calibrator to ensure the accuracy of the measurements.

Ambient noise levels were measured at one (1) location within the project site. The location of the ambient noise measurement site is provided as Figure 3. A photograph of the ambient noise measurement site is provided as Figure 4.

Noise measurement data included energy average ( $L_{eq}$ ) maximum ( $L_{max}$ ) as well as five (5) individual statistical parameters. Observations were made of the dominant noise sources affecting the measurements. The statistical parameters describe the percent of time a noise level was exceeded during the measurement period. Table V summarizes short-term noise measurement results.

<p>TABLE V</p> <p>SUMMARY OF SHORT-TERM NOISE MEASUREMENT DATA</p> <p>337 WEST AVENUE SOUTH, TURLOCK, CALIFORNIA</p> <p>MAY 14, 2024</p>									
Site	Time	A-Weighted Decibels, dBA							Sources
		L <sub>eq</sub>	L <sub>max</sub>	L <sub>2</sub>	L <sub>8</sub>	L <sub>25</sub>	L <sub>50</sub>	L <sub>90</sub>	
ST-1	2:30 P.m.	52.6	60.3	57.9	56.3	53.3	50.9	49.1	TR, D, L
<p>TR: Traffic AC: Aircraft V: Voices D: Dogs Barking B: Birds C: Construction Activities L: Landscaping Activities</p> <p>Source: WJV Acoustics, Inc.</p>									

### **Railroad Noise Exposure:**

The Union Pacific (UP) Railroad line is located approximately 40 feet from the rear of the proposed residential lots. As described above, the railroad line is no longer operational and there are currently no known plans for the railroad line to become operational. According to data provided by the Federal Railroad Administration (FRA), historical usage of the railroad line included two (2) daily operations, with trains traveling at a maximum speed of 10 mph (miles per hour).

Train engineers are required to sound warning horns when within approximately  $\frac{1}{4}$  mile of a grade crossing. As the entire project site railroad frontage is located within  $\frac{1}{4}$  mile of the West Avenue South grade crossing, all lots adjacent to the UP line would be impacted by train warning horns if railroad operations were to occur along the railroad line.

As the UP line is non-operational, no rail operations were observed by WJVA during the project site inspection on May 14, 2024. It was therefore necessary to calculate historical railroad noise exposure within the site based on noise measurement data obtained by WJVA during the performance of previous noise studies along various railroad lines in the central valley area. A total of 17 measurements have been obtained over the past several years. WJVA has found that there is substantial variability in the noise levels produced by individual train pass-bys due to train length, speed, horn usage, and other factors. At distances of 500 feet or less from a grade crossing, the average Sound Exposure Level (SEL) during low-speed train operations was determined to be 106.4 dBA at an assumed distance of 40 feet from the track. WJVA calculated project site noise exposure based upon this assumed noise level and two daily daytime operations.

The SEL is a measure of the total energy of a noise event, including consideration of event duration. The SEL is not actually heard, but is a derived value used for the calculation of energy-based noise exposure metrics such as the CNEL.

Railroad noise exposure may be quantified in terms of the CNEL using the following formula:

$$CNEL = SEL + 10 \log N_{eq} - 49.4$$

where,

*SEL is the average SEL for a train pass-by,  $N_{eq}$  is the equivalent number of passbys in a typical 24-hour period determined by adding 10 times the number of nighttime events (10 p.m. - 7 a.m.) to 3 times the number of evening events (7 p.m. - 10 p.m.) to the actual number of daytime events (7 a.m. - 7 p.m.), and 49.4 is a time constant equal to 10 log the number of seconds in the day.*

Using the above-described formula, railroad operations data and noise measurement results, the railroad noise exposure at the closest proposed residential lots to the railroad was calculated to be approximately **60 dB CNEL**. This noise level equals but does not exceed the City of Turlock exterior noise level standard of 60 dB CNEL.

#### **INTERIOR NOISE COMPLIANCE-**

The City of Turlock interior noise level standard applicable to the project is 45 dB CNEL. Exterior noise exposure at the closest residential lots to the UP Railroad line would be expected to be approximately 60 dB CNEL if railroad operations were to occur based upon historical usage (the railroad line is no longer operational). This means that the proposed residential construction must be capable of providing a minimum outdoor-to-indoor noise level reduction (NLR) of approximately 15 dB (60-45=15).

A specific analysis of interior noise levels was not performed. However, it may be assumed that construction methods complying with current building code requirements will reduce exterior noise levels by at least 25 dB if windows and doors are closed. This will be sufficient for compliance with the City's 45 dB CNEL interior standard at all proposed residential lots. Requiring that it be possible for windows and doors to remain closed for sound insulation means that air conditioning or mechanical ventilation will be required.

## CONCLUSIONS AND RECOMMENDATIONS

The project site is located adjacent to a Union Pacific Railroad line. However, the railroad line is no longer operational, and there are no known plans for the railroad line to be used at a future date. WJVA has provided a photograph as Figure 2, which shows a sign installed in the center of the railroad line, further demonstrating that the railroad line is no longer in use. The photograph was taken a few feet east of the project site.

WJVA calculated historical project site noise exposure based upon historical data provided by the Federal Railroad Administration, which indicated that at one point the railroad line was utilized for two daily train operations. Applying noise levels previously measured by WJVA along various railroad lines within the central valley area, and the assumed two daytime train operations, WJVA calculated the project site noise exposure to be approximately 60 dB CNEL at the closest residential lots to the historical railroad line. Such levels would equal but would not exceed the City's 60 dB CNEL exterior noise level standard. Additionally, interior noise levels would not exceed the City's 45 dB CNEL interior noise level standards if historic operations were to resume.

The conclusions and recommendations of this acoustical analysis are based upon the best information known to WJV Acoustics Inc. (WJVA) at the time the analysis was prepared concerning the proposed site plan, residential building setbacks, and railroad operations. Any significant changes in these factors will require a reevaluation of the findings of this report. Additionally, any significant future changes in noise regulations or other factors beyond WJVA's control may result in long-term noise results different from those described by this analysis.

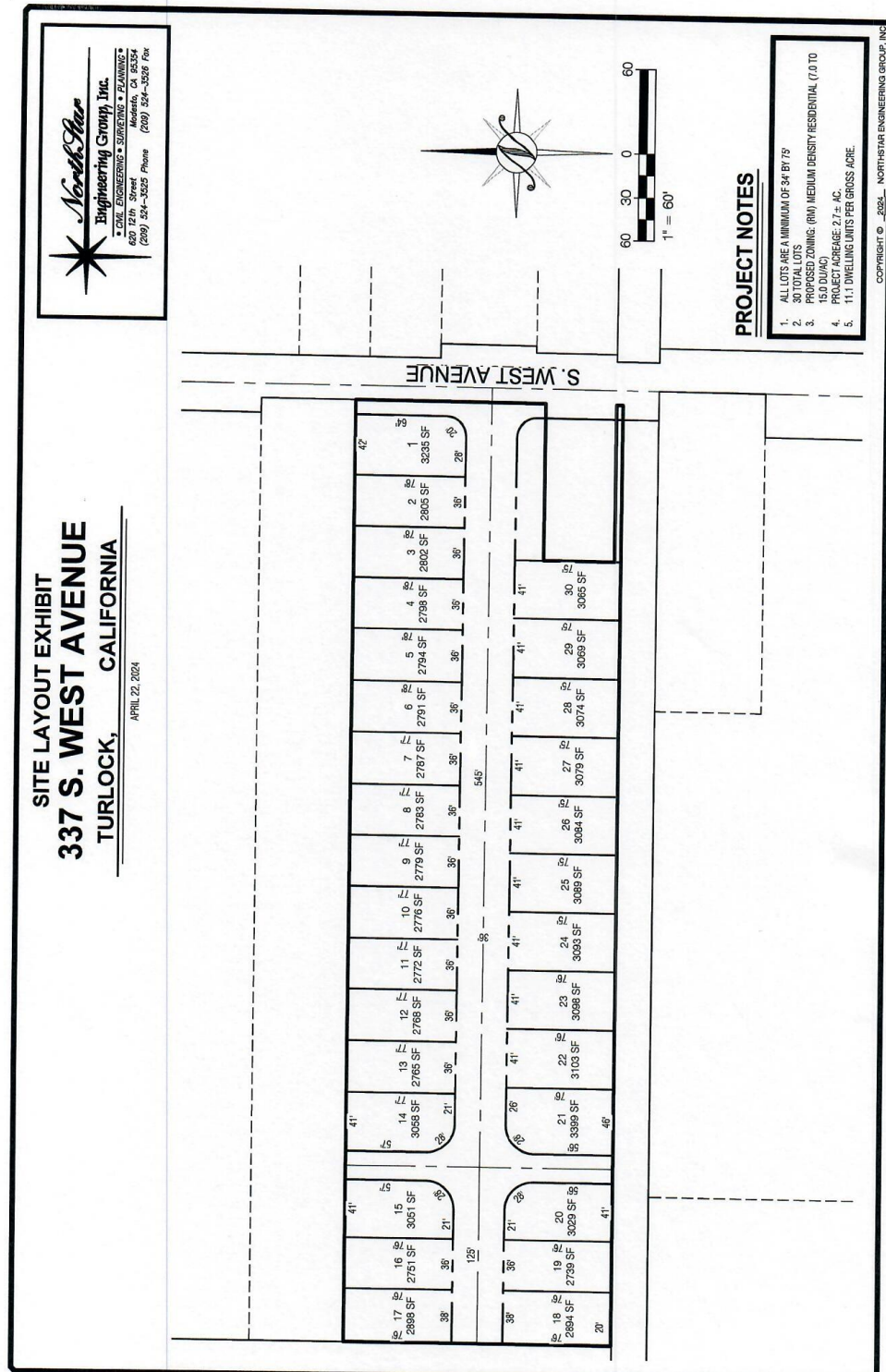
Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Walter J. Van Groningen', with a stylized flourish at the end.

Walter J. Van Groningen  
President

WJV:wjv

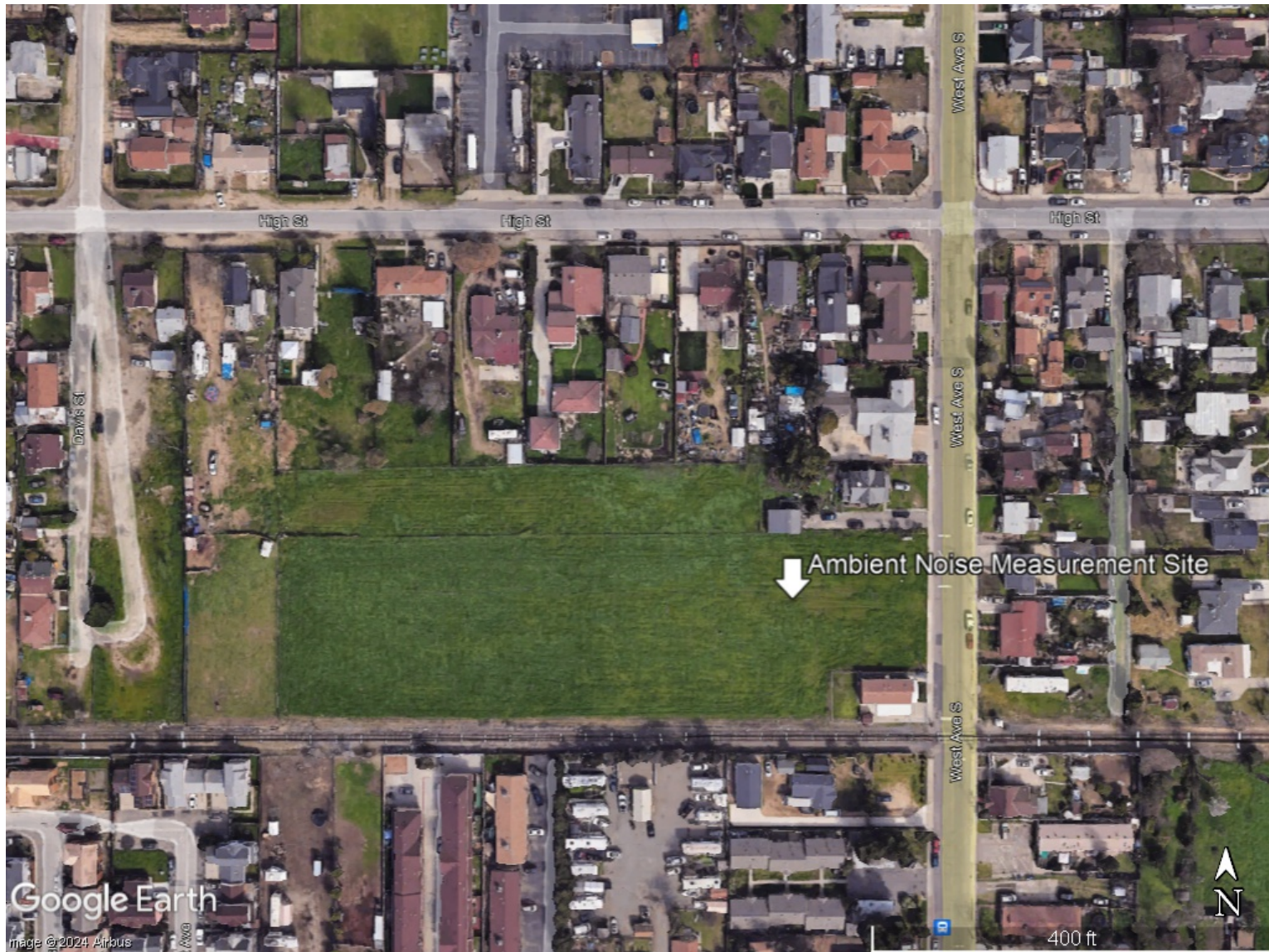
FIGURE 1: PROJECT SITE PLAN



**FIGURE 2: UNION PACIFIC RAILROAD LINE EAST OF PROJECT SITE**



**FIGURE 3: PROJECT SITE VICINITY AND NOISE MONITORING SITE LOCATION**



**FIGURE 4: AMBIENT NOISE MONITORING SITE**



## APPENDIX A

### ACOUSTICAL TERMINOLOGY

<b>AMBIENT NOISE LEVEL:</b>	The composite of noise from all sources near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location.
<b>CNEL:</b>	Community Noise Equivalent Level. The average equivalent sound level during a 24-hour day, obtained after addition of approximately five decibels to sound levels in the evening from 7:00 p.m. to 10:00 p.m. and ten decibels to sound levels in the night before 7:00 a.m. and after 10:00 p.m.
<b>DECIBEL, dB:</b>	A unit for describing the amplitude of sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals (20 micronewtons per square meter).
<b>DNL/L<sub>dn</sub>:</b>	Day/Night Average Sound Level. The average equivalent sound level during a 24-hour day, obtained after addition of ten decibels to sound levels in the night after 10:00 p.m. and before 7:00 a.m.
<b>L<sub>eq</sub>:</b>	Equivalent Sound Level. The sound level containing the same total energy as a time varying signal over a given sample period. L <sub>eq</sub> is typically computed over 1, 8 and 24-hour sample periods.
<b>NOTE:</b>	The CNEL and DNL represent daily levels of noise exposure averaged on an annual basis, while L <sub>eq</sub> represents the average noise exposure for a shorter time period, typically one hour.
<b>L<sub>max</sub>:</b>	The maximum noise level recorded during a noise event.
<b>L<sub>n</sub>:</b>	The sound level exceeded "n" percent of the time during a sample interval (L <sub>90</sub> , L <sub>50</sub> , L <sub>10</sub> , etc.). For example, L <sub>10</sub> equals the level exceeded 10 percent of the time.

## **A-2**

### **ACOUSTICAL TERMINOLOGY**

#### **NOISE EXPOSURE CONTOURS:**

Lines drawn about a noise source indicating constant levels of noise exposure. CNEL and DNL contours are frequently utilized to describe community exposure to noise.

#### **NOISE LEVEL REDUCTION (NLR):**

The noise reduction between indoor and outdoor environments or between two rooms that is the numerical difference, in decibels, of the average sound pressure levels in those areas or rooms. A measurement of Noise level reduction@ combines the effect of the transmission loss performance of the structure plus the effect of acoustic absorption present in the receiving room.

#### **SEL or SENEL:**

Sound Exposure Level or Single Event Noise Exposure Level. The level of noise accumulated during a single noise event, such as an aircraft overflight, with reference to a duration of one second. More specifically, it is the time-integrated A-weighted squared sound pressure for a stated time interval or event, based on a reference pressure of 20 micropascals and a reference duration of one second.

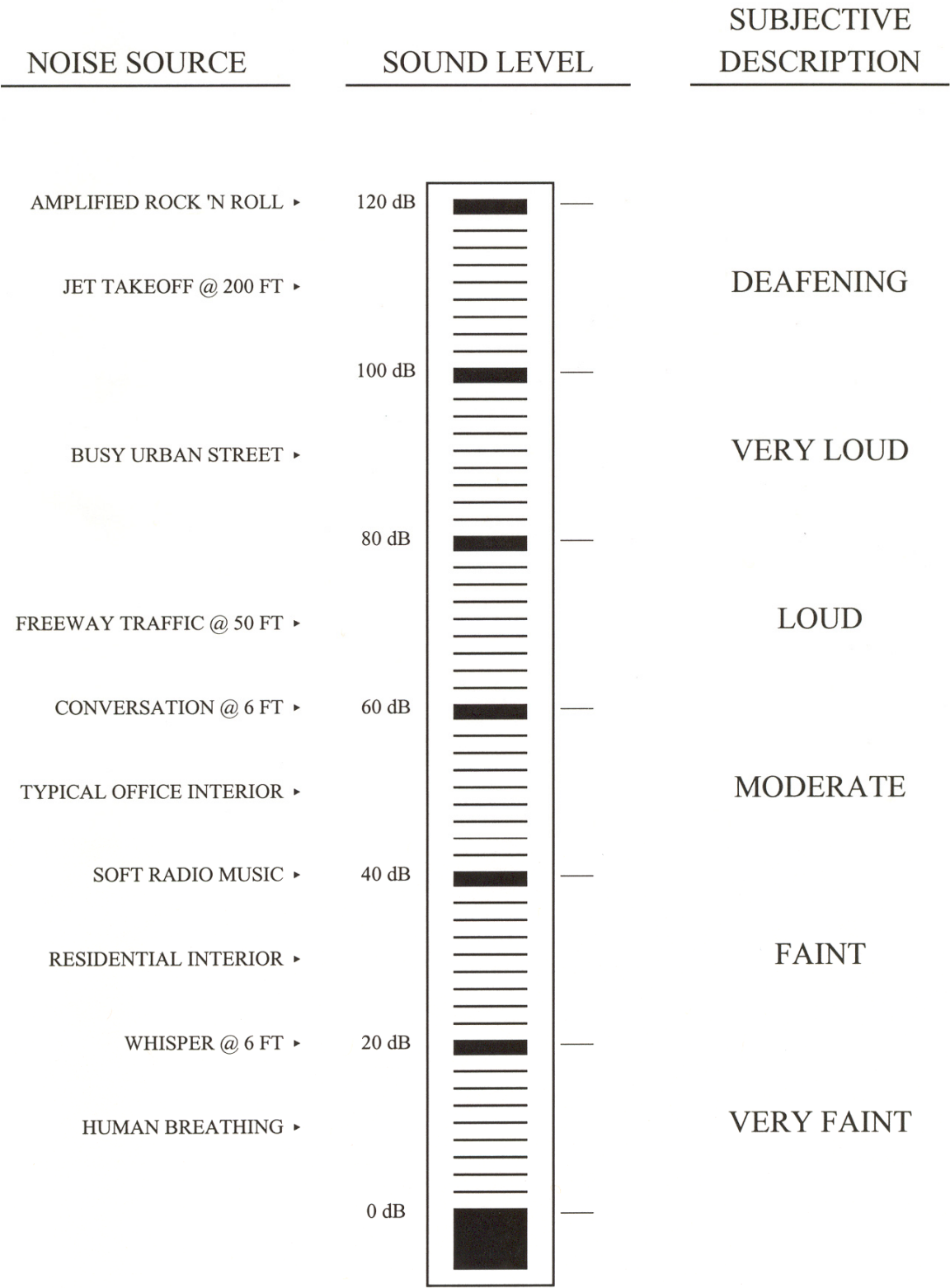
#### **SOUND LEVEL:**

The sound pressure level in decibels as measured on a sound level meter using the A-weighting filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the response of the human ear and gives good correlation with subjective reactions to noise.

#### **SOUND TRANSMISSION CLASS (STC):**

The single-number rating of sound transmission loss for a construction element (window, door, etc.) over a frequency range where speech intelligibility largely occurs.

# APPENDIX B EXAMPLES OF SOUND LEVELS





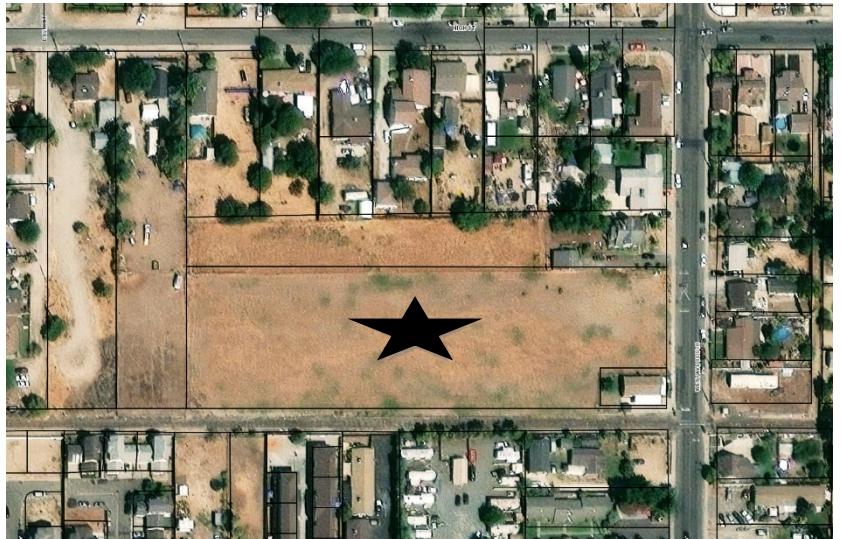
# CITY OF TURLOCK INITIAL STUDY CHECKLIST

EXHIBIT A

- 1) **Project Title:** Rezone 2024-01, Planned Development 283, VTSM 2024-01
- 2) **Lead Agency Name and Address:** City of Turlock  
156 South Broadway, Ste. 120  
Turlock, CA 95380
- 3) **Contact Person & Phone Number:** Katie Quintero – Senior Planner  
Services (209) 668-5640
- 4) **Project Location:** 337 West Avenue South, (Stanislaus County APN 050-003-042)
- 5) **Project Sponsor's Name and Address:** Ron Katakis, RBK Development  
1850 Arbor Way, Turlock, CA 95380
- 6) **General Plan Designation:** Medium Density Residential (MDR)
- 7) **Zoning:** **Existing:** Medium Density Residential (RM)  
**Proposed:** Planned Development 283
- 8) **Description of the Project:**

9) **Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)**

The subject sites are bound on the northern and western property line by parcels zoned Medium Density Residential. The property is bound on the south by Union Pacific right-of-way and one smaller property on south eastern corner of the property zoned Medium Density Residential developed with a single-family home. Along the eastern edge of the project site is West Avenue South. West Avenue South will provide access to the proposed development.



10) **Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement).**

San Joaquin Valley Air Pollution Control District  
Regional Water Quality Control Board



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

- 11) Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality?**

The Yokuts tribe was contacted in writing on July 17, 2024 with the project description as part of the Early Public Consultation process. Consultation has not been requested by the Yokuts tribes for this project.

**NOTE: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21080.3.2) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.**

### **12) EARLIER ENVIRONMENTAL ANALYSES**

Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or negative declaration. [Section 15183]

- 1) Earlier analyses used.** (Available for review at the City of Turlock –Development Services Department, 156 S. Broadway, Suite 120, Turlock, CA).

*City of Turlock General Plan, 2012 (City Council Resolution No. 2012-173)*

*Turlock General Plan – EIR, 2012 (Turlock City Council Resolution No. 2012-156)*

*City of Turlock, Housing Element, Certified in 2016*

*City of Turlock, Water Master Plan Update, 2003 (updated 2009)*

*Turlock Parks Master Plan, 1995 (Reviewed in 2003)*

*City of Turlock, Waste Water Master Plan, 1991 (Updated 2014)*

*City of Turlock, Storm Water Master Plan, 2013 (Adopted 2016)*

*City of Turlock, Urban Water Management Plan, 2010 (Adopted 2011), 2015 Update Adopted in 2016*

*City of Turlock, Sewer System Master Plan, 2013*

*Turlock Municipal Code*

*City of Turlock Capital Facilities Fee Nexus Study (Turlock City Council Resolution No. 2013-202)*

- 2) Impacts adequately addressed.** (Effects from the checklist below, were within the scope of, and adequately analyzed during an earlier document pursuant to applicable legal standards, and such effects were addressed by mitigation measures based on the earlier analysis).

*As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of transportation, noise, regional air quality, and the eventual loss of agricultural land and soil resources. The magnitude of these impacts*



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

*can be reduced, but not eliminated, by applying the policies, programs and mitigation measures identified in the Turlock General Plan to the project and identifying mitigation measures as necessary in this initial study. The intensity of the proposed development will result in project level impacts that are equal to, or of lesser severity, than those anticipated in the General Plan EIR, and they would not be different from cumulative effects anticipated by the Turlock General Plan EIR. Potential secondary environmental impacts from the project will be of equal or lesser severity than those identified in the General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and their respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 2012-156), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.*

- 3) Mitigation Measures.** (For effects that are “Less than Significant with Mitigation Incorporated,” describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

*Project level impacts will be mitigated by application of mitigation measures identified in this initial study, and by appropriate conditions of approval. All cumulative environmental effects related to the ultimate development of the project area will be mitigated through compliance with the policies, standards, and mitigation measures of the Turlock General Plan and General Plan MEA/EIR, as well as the standards of the Turlock Municipal Code, and are herein incorporated by reference where not specifically identified.*

**The project is not located on a site which is included in one or more Hazardous Waste and Substance Site Lists, compiled pursuant to California Government Code Section 65962.5.**

### ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below ☒ would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

	Aesthetics		Hazards & Hazardous Materials	<b>X</b>	Transportation
	Agricultural and Forestry Resources	<b>X</b>	Hydrology/Water Quality		Tribal Cultural Resources
<b>X</b>	Air Quality		Land Use/Planning	<b>X</b>	Utilities/Service Systems
<b>X</b>	Biological Resources		Mineral Resources		Wildfire
<b>X</b>	Cultural Resources	<b>X</b>	Noise		
<b>X</b>	Energy		Population/Housing		
<b>X</b>	Geology/Soils	<b>X</b>	Public Services		
<b>X</b>	Greenhouse Gas Emissions		Recreation		



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

### RECOMMENDED FINDINGS:

**Pursuant to Public Resources Code Section 21080(c)(2) and CEQA Guidelines Section 15168(c)(1), the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the following findings:**

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

**DETERMINATION:** (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	<b>X</b>
I find that the proposed project MAY have a significant effect on the environment, and an	



# CITY OF TURLOCK INITIAL STUDY CHECKLIST

ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a “potential significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DEDCLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

Katie Quintero, Senior Planner

Date

## EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Potentially Significant Unless Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, “Earlier Analysis,” may be cross-referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:
  - (a) Earlier Analysis Used. Identify and state where they are available for review.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

- (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - (c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
  - 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
  - 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
  - 9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.



# CITY OF TURLOCK INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>1. Aesthetics</b> – Except as provided in Public Resources Code Section 21099 would the project:				
a) Have a substantial adverse effect on a scenic vista?			<b>X</b>	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				<b>X</b>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			<b>X</b>	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			<b>X</b>	
<b>Response:</b>				
<p>a) The proposed project is located in an urbanized area surrounded by a mix of residential uses. The General Plan EIR notes that the primary scenic views lie on the City's boundary, at its agricultural edge. The General Plan recognizes the relatively flat topography of Turlock results in few scenic vistas. The General Plan further concludes within most of the existing urbanized area, infill development and redevelopment would not have a significant effect on the visual quality of the city, because new development would likely be similar in scale and character to existing development. The proposed buildings will not exceed 35-feet in overall height, which is within the maximum height limit allowed in the RM Zoning District. The maximum height limit in the surrounding residential zoning districts is 35-feet, therefore the buildings will be in scale with the surrounding buildings.</p>				
<p>b) There are no scenic or historic resources on the project site. A site visit conducted by staff on July 18, 2024 confirmed the property is currently undeveloped and has no historic buildings, or other distinctive natural or historic resources. State scenic highways refer to those highways that are officially designated by the California Department of Transportation (Caltrans) as scenic. There are currently no highways in the General Plan study area eligible or officially designated as scenic highways by The Master Plan of State Highways Eligible for Official Scenic Highway Designation. The nearest State scenic highway is State Highway 5, which is designated scenic from the Merced county line to the San Joaquin county line. State Highway 5 is located approximately 20 miles from the project site. Due to the distance and intervening topography the project site would not be visible.</p>				



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

c) Located in an urbanized area and surrounded by a mix of residential uses the residential project is proposed to be constructed on undeveloped parcels zoned for residential uses. The proposed buildings will develop in accordance with City standards in the General Plan Urban Design Element, Zoning Ordinance, and the adopted design guidelines. Elevations for the building have not been proposed yet but they will be subject to review by the Planning Division to ensure compliance with the adopted Design Guidelines. Review of the elevations will ensure there is change in materials, finishes, and colors on the buildings to create variation within the subdivision and will provide a visually pleasing product. The General Plan notes that new development that implements the General Plan Urban Design Element creates a more aesthetically pleasing character for the City. While evaluation of visual impacts is subjective, any development of the site would affect the existing visual character of the undeveloped site; however, using the design elements noted above the project meets the intent of the General Plan Urban Design Element, Zoning Ordinance, and the adopted design guidelines and would not conflict with applicable zoning or regulations governing scenic quality.

1. d) The development of the project area will produce additional light and glare from required on-site lighting. In accordance with the Turlock Municipal Code and the Turlock General Plan, all types of illumination generated by the project shall not be a source of light and glare upon adjoining properties. The Turlock General Plan EIR concludes that any new development has the potential to create new sources of light and glare; but would generally not be out of character with the existing urban environment, and would not rise to a level of being significant. The project will implement design measures to ensure the potential light and glare impacts are less than significant level. The project will be required to comply with TMC§9-2-122(l) All lighting fixtures must be shielded to confine light spread within the site boundaries.

**Sources:** *City of Turlock, General Plan and MEIR, 2012; Aesthetics and Visual Resources, City Design Element, 2012; City of Turlock, Standard Specifications, Section 18; City of Turlock Beautification Master Plan, 2003; Caltrans Scenic Highway Program;*

**Mitigation:**

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**2. Agriculture and Forestry Resources** - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the states inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

a) Convert Prime Farmland, Unique Farmland, Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use of a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

**Response:**

a) The project is proposed to be developed on property designated as "Urban and Built-Up Land" on the 2016 Stanislaus County Important Farmland Map as compiled by the California Department of Conservation, Farmland Mapping and Monitoring Program. The infill property is currently undeveloped, surrounded by urban uses and no agricultural uses on the property. Therefore, the project will not be converting prime farmland, unique farmland, or farmland of statewide importance.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

b) The property is not enrolled in Williamson Act contracts or adjacent to any properties that are enrolled in the Williamson Act. The site is zoned for urbanized uses and will not conflict with any agricultural zoning districts or land held in Williamson Act Contract.

c), d) The project site is located within the City of Turlock in an area designated for urban uses. There are no forest lands or timberlands within the City of Turlock.

e) The site is currently designated for urban uses and is an infill site. The surrounding properties are all developed with a mix of residential uses. Development of the site will not involve changes in the existing environment which will result in conversion of farmland or forest land as many of the properties in the area are already developed with industrial and residential uses or are zoned for industrial and residential uses.

**Sources:** CA Dept. of Conservation Farmland Mapping and Monitoring Program, 2016; City of Turlock, General Plan, Land Use Element, 2012; City of Turlock, General Plan EIR, 2012;

**Mitigation:**

None required.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
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**3. Air Quality** - Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?		X		
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?		X		
c) Expose sensitive receptors to substantial pollutant concentrations?			X	
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?			X	

**Response:**

a), b), c) The project will not conflict with, or obstruct, implementation of the 2007 PM10 Maintenance Plan, the 2016 Ozone Plan, or the 2012, 2015 and 2018 PM2.5 Plan or



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

related subsequent progress reports of these plans. SJVAPCD has established thresholds for ROG, NOx, PM 10 & PM 2.5 emissions. The project will be subject to San Joaquin Valley Air District rules and regulations designed to control criteria pollutants, such as Rule 9510 and Regulation VIII. The project is required to obtain these permits to construct and operate. As such, the project is not expected to cause a conflict with, or obstruct implementation of applicable air quality plans.

Based on the CalEEMod 2022.1.1.26 analysis run on August 1, 2024, the project is located in an urbanized area surrounded by residential uses in Climate Zone 3, wind speeds 3.1 m/s, and 29 days precipitation frequency. When the construction emissions and operational emissions were calculated in the CalEEMOD models, it was found that emissions would not exceed the established Air Quality Thresholds of Significance for both Construction and Operational Emissions for ROG (10 tons per year), NOx (10 tpy), PM 10 (15 tpy) & PM 2.5 (15 tpy) emissions. The construction emissions and operational emissions calculated in the CalEEMOD 2022.1.1.26 model, will not exceed 5 tons per year for each of the established thresholds for ROG, NOx, PM 10 & PM 2.5.

### Overall Construction Emissions

CalEEMOD 2022.1.1.26: ROG .2074 tpy, NOx 1.0669 tpy, CO 1.22 tpy SO<sub>2</sub> .0023 tpy, PM<sub>10E</sub> .04 tpy, PM<sub>10D</sub> .03 tpy, PM<sub>10T</sub> .07tpy, and PM<sub>2.5E</sub> 0.04 tpy, PM<sub>2.5D</sub> .0129 tpy, PM<sub>2.5T</sub> .05t py.

### Overall Operational Emissions

CalEEMOD 2022.1.1.26: ROG .5057 tpy, NOx .2771 tpy, CO 1.9784 tpy SO<sub>2</sub> .0046 tpy, PM<sub>10E</sub> .0471 tpy, PM<sub>10D</sub> .0916 tpy, PM<sub>10T</sub> .3386 tpy, and PM<sub>2.5E</sub> 0.0454 tpy, PM<sub>2.5D</sub> .0743 tpy, PM<sub>2.5T</sub> .1197 tpy

Furthermore, to ensure compliance with District standards the mitigation measures identified below will be incorporated as conditions of approval for the project.

The project will not violate any air quality standards, result in cumulatively considerable net increase of any criteria pollutant, or expose sensitive receptors to substantial pollutant concentrations. Compliance with the General Plan policies and standards, and the SJVAPCD Rules and Regulations is expected to reduce the project impacts; however, the Turlock General Plan EIR found that there would be significant and unavoidable air quality impacts even with implementation of these measures with the build out of the General Plan primarily due to local and regional vehicle emissions generated by future population growth associated with the build out of the proposed plan. A Statement of Overriding Considerations has been adopted as part of that process.

Additionally, the City of Turlock adopted an Air Quality and Greenhouse Gas Emissions Element demonstrating that the General Plan would reduce greenhouse gas emissions. Compliance with the State's greenhouse gas emissions targets for 2030 relied on the adoption of the regional Sustainable Communities Strategy (SCS). StanCOG's SCS has been adopted and was approved by the California Air



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

Resources Board. StanCOG has found that the City of Turlock's General Plan complies with the SCS. This project is consistent with the General Plan; therefore, the project is expected to have a less than significant impact on greenhouse gas emissions.

d) The proposed residential development will not produce other pollutants such as odors. The proposed development is not expected to expose sensitive receptors to increased pollutants. The project may produce odors during the construction phase, however, these impacts are short-term in nature and are anticipated to be of a less-than-significant impact.

**Sources:** *San Joaquin Valley Unified Air Pollution Control District 2016 Plan for the 2008 8-Hour Ozone Standard, 2010 PM-10 Maintenance Plan, 2012 and 2015 PM-2.5 Plan; SJVAPCD's Guide For Assessing and Mitigating Air Quality Impacts (revised March 19, 2015); California Air Resources Board Air Quality and Land Use Handbook; A Community Health Perspective; Turlock General Plan EIR, 2012, Turlock General Plan, Air Quality and Greenhouse Gas Element Section, 2012; Statement of Overriding Considerations (Turlock City Council Resolution 2012-156); StanCOG Regional Transportation plan/Sustainable Communities Strategy Letter of Consistency for the Turlock General Plan dated January 25, 2015; SJVUAPCD (June 2005) Air Quality Guidelines for General Plans; Planned Development 283 CalEEMod Air Quality Analysis report dated August 1, 2024 available upon request;*

**Mitigation:**

1. The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations.
2. The applicant shall contact the SJVAPCD prior to submitting an application for a building, grading and/or encroachment permit. Compliance with Rule 9510 shall be demonstrated to the Planning Division prior to the issuance of a building permit.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>4. Biological Resources</b> - Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?		X		



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Wildlife Service?				<b>X</b>
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				<b>X</b>
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?		<b>X</b>		
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				<b>X</b>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, other approved local, regional, or state habitat conservation plan?				<b>X</b>



## **CITY OF TURLOCK INITIAL STUDY CHECKLIST**

**Response:**

a) The General Plan states that the Study Area contains mostly human-modified habitats, with almost all the land being urban (52%) or under agricultural production (46%). The General Plan further states that development proposed under the General Plan would be situated on infill sites or land contiguous to existing development. The proposed residential development is an infill project proposed to be constructed on undeveloped parcels. Located in an urbanized area the project site is surrounded by a mix of residential uses. The proposed project would not have any direct effects on species, riparian habitat, wetlands, nor would it interfere with the movement of any resident or migratory fish, conflict with policies protecting biological resources or the provisions of an adopted Habitat Conservation Plan. Virtually all of the land within the urban boundaries of Turlock, as well as unincorporated land within the City's Sphere of Influence, have been modified from its native state, primarily converted into urban or agricultural production. The site has been actively cleared for many years.

The California Natural Diversity Database has identified two special-status species within the General Plan Study area, the Swainson's Hawk and the Hoary bat. While the General Plan Study Area does not contain land that is typical for the Hawk's breeding and nesting, it is presumed to be present and mitigation measures have been incorporated to address any potential impacts. The proposed project site is undeveloped. The Hoary bat is not listed as a Species of Special Concern by the California Department of Fish and Wildlife but it is monitored in the CNDDDB. The subject site is out of the area in which the Hoary bat is presumed to be present. Due to the property's proximity to urban development, the property has little habitat value for these species. Mitigation measures identified in the General Plan EIR, (General Plan Policy 7.4-d), consistent with the comments received on the Turlock General Plan, have been added to the project to reduce the impacts of the project to a less than significant level. The General Plan concludes that potential impacts on biological resources would be reduced to less than significant through implementation of General Plan policies, as well as regional, State, and federal regulations.

b) There are no rivers, lakes or streams located within the City of Turlock. There are no irrigation facilities, such as canals, located on or adjacent to the project site. Therefore, the project will have no impact on riparian habitats or species.

c) The General Plan EIR identifies the federally protected wetlands located within the City of Turlock and the surrounding Study Area. These areas are located west of Highway 99 and are not identified on the subject property.

d) The project is located within the City of Turlock in an urbanized and developed area. No migratory wildlife corridors have been designated on, near or through the project site; therefore, the project would not impede the movement of any resident or migratory fish or wildlife species. The General Plan identifies mitigation measures that will be incorporated in to the project requiring the investigation of the existence of any wildlife nursery sites on the project site.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

e) There are no natural features on the undeveloped property that offer habitat opportunities except the land itself which could potentially offer foraging habitat for Swainson's Hawk. The land has been a grassy field, kept clear for a number of years. See "a" above for mitigation measures.

f) There is no Habitat Conservation Plan, Natural Conservation Community Plan, other approved local or regional conservation plan that encompasses the project site.

**Sources:** *California Dept. of Fish & Wildlife: Natural Diversity Data Base; California Native Plant Protection Act; U.S. Dept. of Agriculture: Land Capability Classification Maps; California Dept. of Conservation: Important Farmlands Maps & Monitoring Program; Stanislaus County Williamson Act Contract Maps; Turlock General Plan, Conservation Element, 2012; US Fish and Wildlife Service – Recovery Plan for Upland Species of the San Joaquin Valley, 1998*



# CITY OF TURLOCK INITIAL STUDY CHECKLIST

## Mitigation:

1. GP 7.4-e, 7.4-f ; If ground disturbing activities, such as grading, occurs during the typical nesting season for songbirds and raptors, February through mid-September, the developer is required to have a qualified biologist conduct a survey of the site no more than 10 days prior to the start of disturbance activities. If nests are found, no-disturbance buffers around active nests shall be established as follows until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer on the nest for survival: 250 feet for non-listed bird species; 500 feet for migratory bird species; and one-half mile for listed species and fully protected species.
2. GP 7.4-e, 7.4-f; If nests are found, they should be continuously surveyed for the first 24 hours prior to any construction related activities to establish a behavioral baseline. Once work commences the nest shall be continuously monitored to detect any behavioral changes as a result of the project. If behavioral changes are observed, the work causing the change should cease and the Department consulted for additional avoidance and minimization measures.
3. GP 7.4e, If Swainson's Hawks are found foraging on the site prior to or during construction, the applicant shall consult a qualified biologist for recommended proper action, and incorporate appropriate mitigation measures. Mitigation may include, but are not limited to: establishing a one-half mile buffer around the nest until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer dependent on the nest for survival. Mitigating habitat loss within a 10 mile radius Mitigating habitat loss within a 10 mile radius of known nest sites as follows: providing a minimum of one acre of habitat management land or each acre of development for projects within one mile of an active nest tree. Provide a minimum of .75 acres of habitat management land for each acre of development for projects within between one and five miles of an active nest tree. Provide a minimum of .5 acres of habitat management land for each acre of development for projects within between five and 10 miles of an active nest tree.
4. GP 7.4e, The applicant shall comply with all applicable federal, State, and local laws and regulations related to the protection and preservation of endangered and/or threatened species through consultations with appropriate agencies.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
5. Cultural Resources - Would the project:				



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?		X		
b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5?		X		
c) Disturb any human remains, including those interred outside of formal cemeteries?		X		

### Response:

a) The proposed project is an infill project proposed to be constructed on undeveloped parcel located in an urbanized area surrounded by residential uses. The project would not alter or destroy any historic archaeological site, building, structure, or object, nor would it alter or affect unique ethnic cultural values or restrict religious or sacred uses. The City of Turlock consulted with California Native American tribes as required under SB 18 when developing the General Plan EIR. The closest historic resource identified in the General Plan EIR is located more than 1.5 miles away. In addition, the City has conducted a Cultural Records Search as part of the Turlock General Plan and found no evidence of significant historic or cultural resources on or near this site.

b) and c) As a result of many years of extensive agricultural production, virtually all of the land in the City of Turlock has been previously altered from its native or riparian state. The proposed residential development is an in-fill project located in an urbanized area surrounded by a mix of residential uses. The project would not alter or destroy any historic archaeological site, building, structure, or object, nor would it alter or affect unique ethnic cultural values or restrict religious or sacred uses. The City of Turlock consulted with California Native American tribes as required under SB 18 when developing the General Plan EIR. The closest historic resource identified in the General Plan EIR is located more than 1.5 miles away. In addition, the City has conducted a Cultural Records Search as part of the Turlock General Plan and found no evidence of significant historic or cultural resources on or near this site. As a result of many years of extensive agricultural production virtually all of the land in the Plan area has been previously altered from its native or riparian state. There are no known sites of unique prehistoric or ethnic cultural value. Mitigation measures have been added in the event anything is discovered during construction.

Sources: *Turlock General Plan, Conservation Element, 2012; City of Turlock General Plan EIR, 2012; Cultural Resources Records Search, 2008*

### Mitigation:

1. GP 7.5a, 7.5c, In accordance with State Law, if potentially significant cultural, archaeological, or Native American resources are discovered during construction, work shall halt in that area until a qualified archaeologist can assess the significance of the find, and, if necessary develop appropriate treatment measures in consultation with Stanislaus County, Native American tribes, and other appropriate agencies and



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

interested parties.

2. GP 7.5a, 7.5c, If human remains are discovered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the coroner determines that no investigation of the cause of death is required and if the remains are of Native American origin, the coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>6. Energy</b> – Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?		X		
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?		X		
<b>Response:</b> a) and b) The residential project is proposed on undeveloped property surrounded by residential uses and is zoned and planned for the intended use. The project site is easily accessed by the existing roadway infrastructure, and the Turlock Transit bus system, and is within approximately 300 feet of the bus stop located on West Avenue South. The homes will have access to existing electrical and telecommunication services. No new transportation, electrical or telecommunication facilities are required to support the project leading to unnecessary consumption of energy resources. Compliance with the California Green Building Standards Code and the San Joaquin Valley Air Pollution Control District standards during construction and operation of the project will further ensure the efficient consumption of energy resources.				
<b>Sources:</b> <i>Turlock General Plan, Conservation Element, Air Quality &amp; Greenhouse Gases Element, 2012; California Building Standards Code.; San Joaquin Valley Air Pollution Control District</i>				
<b>Mitigation:</b> 1. The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations. 2. The project shall comply with the California Green Building Code Standards (CBC), requirements regulating energy efficiency.				



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>7. Geology and Soils - Would the project:</b>				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.		X		
ii) Strong seismic ground shaking?		X		
iii) Seismic-related ground failure, including liquefaction?		X		
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?		X		
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?		X		
d) Be located on expansive soil, as defined in Table 18-a-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?		X		



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	

**Response:**

a) Several geologic hazards have a low potential to occur within the Turlock General Plan study area. The greatest seismic hazard identified in the Turlock General Plan EIR is posed by ground shaking from a fault located at least 45 miles away. While no specific liquefaction hazard is located within the Turlock General Plan study area, the potential for liquefaction is recognized throughout the San Joaquin Valley. The risk to people and structures was identified as a less than significant impact addressed through compliance with the California Building Codes. Turlock is located in Seismic Zone 3 according to the State of California and the Alquist-Priolo Special Study Zones Act. All building permits are reviewed to ensure compliance with the California Building Code (CBC) for compliance with standards to reduce the potential damage that could be associated with seismic events. The property is flat and is not located adjacent to areas subject to landslides. In addition, the City enforces the provisions of the Alquist-Priolo Special Study Zones Act that limits development in areas identified as having special seismic hazards.

b) and c) The General Plan EIR notes that soils on this project site have a “low” susceptibility to soil erosion. Erosion hazards are highest during construction. Chapter 7-4 of the Turlock Municipal Code requires all construction activities to include engineering practices for erosion control. Furthermore, future development projects are required to comply with National Pollutant Discharge Elimination System (NPDES) General Construction Permit requirements. Project applicants are required to prepare a Storm Water Pollution Prevention Plan (SWPP) and comply with the City’s Municipal Separate Storm Sewer System permit (MS4) to minimize the discharge of pollutants during and post-construction. Compliance with existing policies and programs will reduce this impact to less than significant levels.

d) Less than one percent of the soils located in the General Plan study area are considered to have moderate potential for expansion. As required by the Turlock Municipal Code, building permit applications must be accompanied by a preliminary soil management report that characterizes soil properties in the development area.

e) Development within the project area will be required to connect to the City of Turlock’s waste water system and will not utilize any type of septic system or alternative wastewater system.

f) The proposed residential development is an infill project located in an urbanized area surrounded by a mix uses. As a result of many years of extensive agricultural production, virtually all of the land in the City of Turlock has been previously altered from its native state.



# CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Sources:** *California Uniform Building Code; City of Turlock, Standard Specifications, Grading Practices; City of Turlock Municipal Code, Title 8, (Building Regulations); City of Turlock, General Plan, Safety Element, 2012;*

**Mitigation:**

1. GP 10.2-a, 10.2-b; The project shall comply with the current California Building Code (CBC) requirements for Seismic Zone 3, which stipulates building structural material and reinforcement.
2. GP 10.2-a, 10.2-b, The project shall comply with California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law), which requires that buildings be designed to resist stresses produced by natural forces caused earthquakes and wind.
3. GP 10.2-1, 10.2-b; The project shall comply with the California Building Code (CBC), requirements regulating grading activities including drainage and erosion control.
4. GP 10.2-h; The project shall comply with the City's NPDES permitting requirements by providing a grading and erosion control plan, including but not limited to the preparation of a Storm Water Pollution Prevent Plan and Erosion and Sediment Control Plan.
5. GP 10.2-a, 10.2-b, 10.2-g; The project shall comply with the California Building Code (CBC) requirements for specific site development and construction standards for specified soils types.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>8. Greenhouse Gas Emissions - Would the project:</b>				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?		X		
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

### Response:

a), b) The proposed residential development is an infill project proposed on parcels zoned for the intended use, located in an urbanized area surrounded by a mix of residential uses.

Based on the CalEEMod 2022.1.1.26 analysis run on August 1, 2024 the project is located in an urbanized area surrounded residential uses in Climate Zone 3, wind speeds 3.1 m/s, and 29 days precipitation frequency. When the construction emissions and operational emissions were calculated in the respective CalEEMOD models, it was found that emissions would not exceed the established Air Quality Thresholds of Significance for both Construction and Operational Emissions for ROG (10 tons per year), NOx (10 tpy), PM<sub>10</sub> (15 tpy) & PM<sub>2.5</sub> (15 tpy) emissions.

#### Overall Construction Emissions

CalEEMOD 2022.1.1.26: ROG .2074 tpy, NOx 1.0669 tpy, CO 1.22 tpy SO<sub>2</sub> .0023 tpy, PM<sub>10E</sub> .04 tpy, PM<sub>10D</sub> .03 tpy, PM<sub>10T</sub> .07tpy, and PM<sub>2.5E</sub> 0.04 tpy, PM<sub>2.5D</sub> .0129 tpy, PM<sub>2.5T</sub> .05t py.

#### Overall Operational Emissions

CalEEMOD 2022.1.1.26: ROG .5057 tpy, NOx .2771 tpy, CO 1.9784 tpy SO<sub>2</sub> .0046 tpy, PM<sub>10E</sub> .0471 tpy, PM<sub>10D</sub> .0916 tpy, PM<sub>10T</sub> .3386 tpy, and PM<sub>2.5E</sub> 0.0454 tpy, PM<sub>2.5D</sub> .0743 tpy, PM<sub>2.5T</sub> .1197 tpy

Additionally, the City of Turlock adopted an Air Quality and Greenhouse Gas Emissions Element demonstrating that the General Plan would reduce greenhouse gas emissions. Compliance with the State's greenhouse gas emissions targets for 2030 relied on the adoption of the regional Sustainable Communities Strategy (SCS). StanCOG's SCS has been adopted and was approved by the California Air Resources Board. Furthermore, StanCOG has found that the City of Turlock's General Plan complies with the SCS. This project is consistent with the General Plan and the NWTSP; therefore, the project is expected to have a less than significant impact on greenhouse gas emissions.

**Sources:** City of Turlock 2012 General Plan, Air Quality and Greenhouse Gases chapter; AB 32 Scoping Plan; 2014 Stanislaus Council of Governments Regional Transportation Plan and Sustainable Communities Strategy; Planned Development 283 CalEEMod Air Quality Analysis report dated August 1, 2024 available upon request.

### Mitigation:

1. GP 8.1-b, 8.1-j, 8.1-l; The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations.

	Potenti ally Signific ant	Less Than Significa nt	Less Than Signific ant	No Impact
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## CITY OF TURLOCK INITIAL STUDY CHECKLIST

	Impact	Impact With Mitigation	Impact	
<b>9. Hazards and Hazardous Materials - Would the project:</b>				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?			<b>X</b>	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?			<b>X</b>	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			<b>X</b>	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?			<b>X</b>	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area			<b>X</b>	
f) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?			<b>X</b>	
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				<b>X</b>
<b>Response:</b> a) b) and c) The proposed infill project is a single family residential subdivision development. The residential development does not propose any industrial process or commercial operation that would create the risk of explosion or release of hazardous substances through the transport or accidental use of hazardous materials.				



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

d) The General Plan EIR does not identify any active cleanup sites located on or near the project site. In addition, the project is not located on a site which is included in one or more Hazardous Waste and Substance Site List, compiled pursuant to California Government Code Section 65962.5. There are no evidence of recognized environmental conditions (REC), controlled RECs or historical RECs in conjunction with the subject site.

e) The project site is not located within two miles of a public airport or public use airport and is not located within a planning area boundary for an airport.

f) The proposed project will not impair the implementation of an adopted emergency response/evacuation plan. The project generates traffic that is consistent with the projections contained within the Turlock General Plan EIR. The General Plan EIR found that anticipated growth, and the resulting traffic levels, would not impeded emergency evacuation routes or otherwise prevent public safety agencies from responding in an emergency.

g) There are no designated wildland fire areas within or adjoining the project site.

**Sources:** *City of Turlock, Emergency Operation Plan, 2017; Local Hazard Mitigation Plan, 2010-2015; Stanislaus County Airport Land Use Commission Plan, 1978, amended May 20, 2004, updated October 6, 2016; Stanislaus County Multi-Jurisdictional Hazard Mitigation Plan, updated 2022; City of Turlock, General Plan, Safety Element, 2012; City of Turlock, Municipal Code, Title 8, (Building Regulations)*

**Mitigation:**

None required.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>10. Hydrology and Water Quality – Would the project:</b>				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?		X		
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			X	



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surfaces, in a manner which would?		X		
i) Result in substantial erosion or siltation on- or off-site;				
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;				
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or				
iv) Impede or redirect flood flows?				
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			X	
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?		X		

**Response:**

a) The proposed residential development will be required to comply with the Regional Water Quality Control Board's construction requirements to reduce the potential impact of pollution from water runoff at the time of construction and post-construction. Upon development, the project will be required to connect to City utility systems, including water and sewer; therefore, development of the project area would not result in water quality or waste discharge violations.

b) The proposed development lies within the City of Turlock. The City has developed an Urban Water Management Plan (UWMP) that evaluates the long-range water needs of the City including water conservation and other measures that are necessary to reduce the impact of growth on groundwater supplies. The project has been reviewed by the City of Turlock Municipal Services, the water provider for the City of Turlock, and no concerns were raised regarding the ability of the City to provide adequate potable water to the project.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

c), d) and e) The proposed infill project is proposed on an undeveloped parcel surrounded by a mix of residential uses. The City of Turlock requires that all development construct the necessary storm water collection systems to convey runoff to detention basins within the project area. Grading plans for construction within the project area will be reviewed to ensure compliance with the Regional Water Quality Control Board's regulations and the City's NPDES discharge permit. Grading and improvement plans for the project are required and will be reviewed by the Engineering Division to ensure that storm water runoff from the project area is adequately conveyed to the storm water collection system that will be implemented with the project.

The project site is not located in a flood area. The project does not involve property acquisition, management, construction or improvements within a 100 year floodplain (Zones A or V) identified by FEMA maps, and does not involve a "critical action" (e.g., emergency facilities, facility for mobility impaired persons, etc.) within a 500 year floodplain (Zone B). The entire City of Turlock is located in Flood Zone "X", according to FEMA. The City of Turlock's Community Number is 060392; Panel Numbers are: 0570E, 0600E, 0800E, 0825E. Revised update September 26, 2008.

The project site is located outside the Dam Inundation Area for New Don Pedro Dam and for New Exchequer Dam (the two inundation areas located closest to the City of Turlock Municipal Boundary).

**Sources:** *Federal Emergency Management Agency Floodplain regulations; City of Turlock, Storm Drain Master Plan, 1987; Turlock General Plan EIR, 2012; Turlock General Plan, 2012 ; City of Turlock, Water Master Plan Update, 2009; City of Turlock, Storm Water Master Plan, 2013; City of Turlock Urban Water Management Plan, 2010 (Adopted 2011), 2015 Updated Adopted in 2016; City of Turlock Sewer System Master Plan, 2013; City of Turlock, Municipal Code, Title 9, Chapter 2, Water Conservation Landscape Ordinance; Central Valley Regional Water Quality Control Board comment letter dated February 27, 2019.*



# CITY OF TURLOCK INITIAL STUDY CHECKLIST

## Mitigation:

1. GP 3.3-a, 3.3-f, The project shall connect to the City's Master Water and Storm Drainage System.
2. GP 3.3-o, 3.3-ae, 6.4-f, The project shall comply with the Regional Water Control Board's regulations and standards to maintain and improve groundwater and surface water quality. The applicant shall conform to the requirements of the Construction Storm Water General Permit and the Municipal Separate Storm Sewer System (MS4) Permit, including both Best Management Practices and Low Impact Development (post-construction) requirements.
3. If the project includes construction dewatering and it is necessary to discharge the groundwater to water of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit.
4. Site grading shall be designed to create positive drainage throughout the site and to collect the storm water for the storm water drainage system. If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United State Army Corps of Engineers (USACOE). If a USACOE permit or any other federal permit is required for this project due to the disturbance of water of the United States then a Water Quality Certification must be obtained from the Central Valley Water Board prior to the initiation of project activities. If the USCACOE determines that only non-jurisdictional water of the State are present in the proposed project are, the proposed project will require a Waste Discharge Requirements permit to be issued by the Central Valley Water Board.
5. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.
6. Materials and equipment shall be stored so as to ensure that spills or leaks cannot enter storm drains, or the drainage ditches or detention basins.
7. A spill prevention and cleanup plan shall be implemented.
8. GP 3.3-ae, The builder and/or developer shall utilize cost-effective urban runoff controls, including Best Management Practices (BMP's), to limit urban pollutants from entering the drainage ditches. A General Construction permit shall be obtained from the State Water Resources Control Board, a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and implemented as part of this permit.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>11. Land Use Planning</b> – Would the project:				
a) Physically divide an established community?				<b>X</b>



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

b) Cause a significant environmental impact due to a conflict with any land use plan, policy or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			X	
<b>Response:</b>				
a) Located in an urbanized area and surrounded by a mix of residential uses the project is proposed to be constructed on an undeveloped parcel zoned for the intended use. The proposed project will not physically divide an established community.				
b) The proposed infill project is a residential subdivision proposed to be constructed on a parcel designated for Residential uses. The proposed use and density is consistent with the General Plan designation and zoning for the property.				
<b>Sources:</b> <i>Turlock General Plan, 2012 &amp; Adopted Housing Element, 2014-23; City of Turlock General Plan EIR, 2012; Turlock Municipal Code, Title 9, Chapter 3; US Fish and Wildlife Service – Recovery Plan for Upland Species of the San Joaquin Valley, 1998</i>				
<b>Mitigation:</b>				
None required.				

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>12. Mineral Resources – Would the project:</b>				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Response:**

a), b) Any development that may ultimately occur in the City does result in the utilization of natural resources (water, natural gas, construction materials, etc.); however, these resources will not be depleted by this project. The only known mineral resources within the City of Turlock are sand and gravel from the Modesto and Riverbank formations. The project will result in only minor excavation of the site.

**Sources:** *City of Turlock, General Plan, Conservation Element, 2012*

**Mitigation:**

None required.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>13. Noise</b> – Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
b) Generation of excessive groundborne vibration or groundborne noise levels?			X	
c) For a project located within the vicinity of a private airstrip or an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X	



# CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Response:**

a) The proposed residential development is located in a fully urbanized area and is surrounded by residential uses. The residential uses are sensitive receptors and the project will increase existing ambient noise levels associated with development of an undeveloped property. Typical ongoing noise would most likely be generated by mechanical equipment such as heating, ventilation, and air-conditioning equipment. The General Plan and City Noise Ordinance (TMC 5-28-100ART) establish noise standards that must be met for all new development. The proposed residential development is not anticipated to generate noise levels in excess of the standards established in the General Plan or City Noise Ordinance. Furthermore, the project is subject to the City's noise ordinance which prohibits construction on weekdays from 7:00 p.m. to 7:00 a.m., on weekends and holidays from 8:00 p.m. to 9:00 a.m. Turlock's Noise Ordinance (TMC 5-28-100ART) standards and enforcement mechanisms would apply. A noise study was conducted by WJV Acoustics on May 24, 2024. The project site is located within approximately 40 feet of the UP Railroad line. It was confirmed the line is not operational and is not a source for noise for the future residents. It was also determined that compliance with current building code requirements would be sufficient for the future houses to meet the City of Turlock noise standards.

b) Project-related construction will result in short-term increases in noise levels and vibration on and immediately surrounding the project site. The standards of Turlock's Noise Ordinance (TMC5-28-100ART) are applicable to the development during construction and occupancy. The City's ordinance addresses both temporary construction-related noise as well as ongoing noise from equipment and other operations of this facility. The project is subject to the City's noise ordinance which prohibits construction on weekdays from 7:00 p.m. to 7:00 a.m., on weekends and holidays from 8:00 p.m. to 9:00 a.m. The project is subject to the City's noise ordinance which requires reduced noise levels from 10:00 p.m. to 7:00 a.m.

c) The project site is not located within two miles of a public airport or public use airport. Therefore, the project will not be impacted by noise from the operations of any public or private airport.

**Sources:** *City of Turlock, General Plan, Noise Element, 2012; City of Turlock, Municipal Code, Title 9, Chapter 2, Noise Regulations; Stanislaus County Airport Land Use Commission Plan, as Amended May 20, 2004, updated October 6, 2016; Merced County Airport Land Use Compatibility Plan, June 12, 2012; Turlock General Plan, Circulation Element, 2012; WJV Acoustics Acoustical Analysis, May 24, 2024.*

**Mitigation:**

1. GP 9.4-I, TMC§5-28ART; Compliance with the standards of the City of Turlock's Noise Ordinance (TMC5-28-100ART).

	Potenti ally Signific ant	Less Than Significa nt	Less Than Signific ant	No Impact
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## CITY OF TURLOCK INITIAL STUDY CHECKLIST

	Impact	Impact With Mitigation	Impact	
<b>14. Population and Housing – Would the project:</b>				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				<b>X</b>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				<b>X</b>
<b><u>Response:</u></b> a) The proposed infill project is a residential development proposed on properties currently zoned for Residential uses. The project will develop within the allowed density range. No new expanded infrastructure is proposed that could accommodate additional growth in the area that is not already possible with existing infrastructure, so no indirect population growth will occur. The proposed project would not directly or indirectly cause expansion of the area beyond what is planned in the Turlock General Plan.				
b) The property is currently undeveloped and zoned for Residential use. The proposed project would not displace substantial numbers of existing housing, and would not displace substantial numbers of people necessitating the construction of replacement housing elsewhere. The project site is surrounded by existing urban uses and all roads and infrastructure are immediately available along the property frontage.				
<b><u>Sources:</u></b> <i>City of Turlock, General Plan, 2012 &amp; Housing Element, 2016;</i>				
<b><u>Mitigation:</u></b>  None required.				

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**15. Public Services** – Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

a) Fire Protection?		X		
b) Police Protection?		X		
c) Schools?			X	
d) Parks?			X	
e) Other public facilities?		X		

**Response:**

a) The residential project is an infill project located in an urbanized area. The project site is surrounded by a mix of residential uses. The Turlock Fire Department provides fire and emergency response within the city limits. The Fire Department operates four fire stations located to maximize efficiency and help reduce response times. The Fire Department reviews all development applications to determine the adequacy of fire protection for the proposed development. This infill project will not have a significant impact on fire response times and will not otherwise create a substantially greater need for fire protection services than already exists. The Fire Department has commented on this project and has not indicated that the development could not be adequately served or would create an impact on the ability of the Department to serve the City as a whole. The Turlock Municipal Code and the State Fire Code establish standards of service for all new development in the City. Those standards and regulations are applicable to the project. The project will also be required to annex into CFD #2 to offset the ongoing costs residential projects have on fire services.

b) Development of the project will not result in any unique circumstances that cannot be handled with the existing level of police resources. The Police Department was routed the project and did not indicate that the development of the project could not be adequately served. No new or expanded police facilities will need to be constructed as a result of this project. Therefore, it is anticipated the impacts from the development of the property on police services will be less-than-significant. The developer will be required to pay Capital Facilities Fees upon development, a portion of which is used to fund Police Service capital improvements. The project will also be required to annex into CFD #2 to mitigate the ongoing costs the residential development will have on police services.

c) Under the Leroy F. Greene School Facilities Act of 1998, the satisfaction by the developer of his statutory fee under California Government Code Section 65995 is deemed “full and complete mitigation” of school impacts. Therefore, mitigation of impacts upon school facilities shall be accomplished by the payment of the fees set forth and established by the Turlock Unified School District.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

d) Demand for park and recreational facilities are generally the direct result of residential development. The development is consistent with the number of residential units anticipated in the General Plan for this property and therefore has the demand for park and recreational facilities of these units has been planned for in the General Plan and will not result in a significant increase in the use of existing neighborhood or regional parks beyond what was anticipated in the General Plan EIR.

e) The City has prepared and adopted a Capital Facility Program that identifies the public service needs of roads, police, fire, and general government that will be required through build-out of the General Plan area. This program includes the collection of Capital Facility Fees from all new development. Development fees are also collected from all new development for recreational lands and facilities. Conditions of development will require payment of these fees and charges, where appropriate and allowed by law.

**Sources:** Stanislaus County, *Public Facilities Plan*; City of Turlock, *Capital Facility Fees Program*, *City of Turlock Capital Improvement Program (CIP)*; Turlock Unified School District, *School Facilities Needs Analysis*; City of Turlock, *General Plan, Parks and Recreational Open Space and Safety Elements, 2012*;

**Mitigation:**

1. GP 10.4-d; The applicant, developer or successor in interest shall pay all applicable Citywide Capital Facility for public facility service improvements.
2. GP 10.4-d; Prior to the issuance of a building permit, the developer shall pay the applicable development-related school impact fees to fully mitigate its impacts upon school facilities pursuant to California statutes.
3. The property shall annex into CFD #2

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
16. Recreation				



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				<b>X</b>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				<b>X</b>
<b><u>Response:</u></b> a) and b) The proposed residential development is consistent with the Residential zoning and General Plan designation of the property. Park fees will be paid as part of the development. The development of the will not result in a significant increase in use of existing neighborhood or regional parks beyond what has been anticipated in the General Plan EIR.				
<b><u>Sources:</u></b> <i>City of Turlock General Plan 2012: City of Turlock Parks Master Plan, 2003;</i>				
<b><u>Mitigation:</u></b>  None required.				

	Potenti ally Signific ant Impact	Less Than Significa nt Impact With Mitigatio n	Less Than Signific ant Impact	No Impact
<b>17. Transportation</b> – Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?		<b>X</b>		
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?			<b>X</b>	



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
d) Result in inadequate emergency access?			X	

**Response:**

a) and b) The proposed residential development is an infill project proposed on an undeveloped parcel currently zoned for Residential use. The project site is surrounded by a mix of residential uses. Access to the project will be provided by the existing roadway system.

The proposed development is consistent with the density allowed and anticipated in the General Plan for the Medium Density Residential Zoning.

The City has adopted a Capital Facility Program with traffic improvements planned for build out of the General Plan. The City Engineer has reviewed the proposed traffic circulation pattern for the area and evaluated its potential impact on the operation of the local roadways serving the site, and has determined current roadway improvements can adequately accommodate the vehicular traffic generated by the project.

The project is located within 300 feet of the bus stop located West Avenue South Street. Pursuant to CEQA Guidelines §15064.3(b) land use projects within one-half mile of either an existing major transit stop or a stop along an existing high-quality transit corridor should be presumed to cause a less than significant transportation impact.

A condition of each new development is payment of a Citywide Capital Facility Fee, a portion of which is used to fund circulation improvements required for cumulative impacts added by development. The mitigation measures identified in the General Plan EIR and the Statement of Overriding Considerations are adequate to mitigate the transportation and traffic impacts associated with the project. Therefore, no significant traffic issues will be generated by the project.

c) The project is as an infill project. The project site is accessed using the existing roadway system. Any required frontage improvements must meet current City standards. The proposed project will not increase hazards due to a geometric design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment).

d) The Turlock Fire Department reviews all development proposals for adequate emergency access. The project will either meet or exceed the Fire Department needs for emergency vehicle access throughout the project site.



# CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Sources:** City of Turlock, Capital Improvement Program (CIP); City of Turlock, General Plan, 2012; StanCOG, Regional Transportation Plan and Sustainable Communities Strategy, 2014; Stanislaus Assn. of Governments, Congestion Mgmt. Plan, 1992; City of Turlock, Municipal Code, Title 9, Chapter 2, Rental Storage Facility, and California Green Building Code, ITE Trip Generation Manual 10<sup>th</sup> Edition.

**Mitigation:**

1. GP 5.2i - The applicant, developer or successor in interest shall pay all applicable Citywide Capital Facility Fees for transportation improvements. These include the development of new bicycle and pedestrian facilities, traffic calming, traffic management, and other projects to improve air quality and reduce congestion, as well as roadway, intersection and interchange improvements.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>18. Tribal Cultural Resources -</b>				
<b>a)</b> Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or			<b>X</b>	
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.			<b>X</b>	



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

**Response:**

- a) The Turlock General Plan EIR found that there are no known Native American cultural resources within the City of Turlock. The properties are not listed or eligible for listing on the California Register of Historical Resources. In compliance with AB52 notices were sent to the North Valley Yokuts Tribe on July 17, 2024 with the project description. The Torres Martinez Desert Cahuilla Tribe sent a letter to the City of Turlock on April 19, 2017 formally asking the City to remove them from future project notifications. The City of Turlock has not received comments on the project from the North Valley Yokuts Tribe.

**Sources:** *Turlock General Plan, Conservation Element, 2012; City of Turlock General Plan EIR, 2012; Cultural Resources Records Search, 2008;*

**Mitigation:**

None required.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>19. Utilities and Service Systems – Would the project:</b>				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities the construction or relocation of which could cause significant environmental effects?		X		
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?		X		
c) Result in a determination by the wastewater treatment provider which services or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			X	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X	

**Response:**

a)and b) The project is proposed as an infill project on parcels zoned for residential uses. The project site has access to existing infrastructure including water, wastewater and storm water drainage facilities. The proposed project will not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board. Sewer, or wastewater, systems are currently available to the site. The type of wastewater anticipated by the project is readily handled by the current waste water system. The proposed project will not result in the need to construct a new water or wastewater treatment facility. The existing water and wastewater facilities which serve the City of Turlock are sufficient to serve this use. The project site has access to existing electric power, natural gas, and telecommunications and will not require or result in the construction of new or expanded facilities.

b)and c) The project site is within the boundaries of the City of Turlock's Storm Water Master Plan and Urban Water Management Plan. The project is consistent with the General Plan land use and growth assumptions that were used to update the City's Urban Water Management Plan. The applicant must construct any project-related water infrastructure to ensure adequate water service to City of Turlock standards. Mitigation of the increasing demand for storm water facilities will be through the owner, or successor in interest, paying storm drainage fees, and constructing any project-related storm drain infrastructure to ensure adequate storm drainage, as determined necessary by the City Engineer. Furthermore, mitigation measures requiring the payment of the Specific Plan and City Wide fees is adequate to mitigate a project's impacts upon the storm water collection and treatment system because it ensures adequate capacity and infrastructure is available. This development is consistent with what has been anticipated in the General Plan and planned for in the Storm Water Master Plan.

Mitigation of the need for the alteration to water systems will be through the requirement that the applicant, prior to the issuance of building permits, pay the adopted water connection fees, reflecting the pro rata share of the necessary improvements to the existing City water system for each new water user. This is a standard condition of all development in Turlock. Furthermore, a condition of each new development is payment of a Capital Facility Fee, a portion of which is used to fund water improvements.



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

d) The project site is within the boundaries of the City of Turlock's Water Master Plan and Urban Water Management Plan. The project is consistent with the General Plan land use and growth assumptions that were used to update the City's Urban Water Management Plan. The applicant must construct any project-related water infrastructure to ensure adequate water service to City of Turlock standards. Mitigation of the need for the alteration to water systems will be through the requirement that the applicant, prior to the issuance of building permits, pay the adopted water connection fees, reflecting the pro rata share of the necessary improvements to the existing City water system for each new water user. This is a standard condition of all development in Turlock. Furthermore, a condition of each new development is payment of a Capital Facility Fee, a portion of which is used to fund water improvements.

e) Solid waste will be of a domestic nature and will comply with all federal, State and local statutes. Upon completion of the project, the property owner(s), or successor(s) in interest shall contract with the City of Turlock's designated waste hauler, Turlock Scavenger, for solid waste disposal. Turlock Scavenger has an adopted waste diversion/recycling program which has resulted in waste diversion exceeding state-mandated California Integrated Waste Management Board timeframes under Public Resources Code 41000 et seq. The project is required to install a trash enclosure that will accommodate recycled materials. Sufficient capacity remains for the additional solid waste needs to support this project.

**Sources:** *City of Turlock, Capital Improvement Program (CIP); City of Turlock, General Plan, 2012; City of Turlock, Water Master Plan Update, 2009; City of Turlock, Waste Water Master Plan, 1991; City of Turlock, Storm Water Master Plan, 2013; City of Turlock Urban Water Management Plan, 2016; City of Turlock Sewer System Master Plan, 2013, Central Valley Regional Water Quality Control Board comment letter dated February 27, 2019.*

**Mitigation:**

1. GP 3.3-k, 3.3-u, 4.3-c; The developer or successor in interest shall pay the City of Turlock's Capital Facility Fee and infrastructure master plan fees.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>20. Wildfire</b> - If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?			X	
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or				X



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

the uncontrolled spread of a wildfire?				
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				X
d) Expose people or structure to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				X
<b>Response:</b> a) The proposed project will not impair the implementation of an adopted emergency response/evacuation plan. The project generates traffic that is consistent with the projections contained within the Turlock General Plan EIR. The General Plan EIR found that anticipated growth, and the resulting traffic levels, would not impeded emergency evacuation routes or otherwise prevent public safety agencies from responding in an emergency.				
b), c), and d) There are no wildlands or steep slopes in the City of Turlock, making the risk of wildland fire low; likewise, the Turlock General Plan notes the city topography as flat urbanized or agricultural land with a low fire risk. The California Department of Forestry and Fire Protection's Fire and Resource Assessment Program (FRAP) designates the City of Turlock as a Low Risk Area (LRA). There are no rivers, lakes or streams located within the City of Turlock that would expose people of structures to significant risks of flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.				
<b>Sources:</b> City of Turlock, Emergency Operation Plan, 2017; Local Hazard Mitigation Plan, 2010-2015; Stanislaus County Multi-Jurisdictional Hazard Mitigation Plan, updated 2022 City of Turlock, General Plan, Safety Element, 2012;				
<b>Mitigation:</b> None				
	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<b>21 Mandatory Findings of Significance</b>				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	



## CITY OF TURLOCK INITIAL STUDY CHECKLIST

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects)?			X	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

**The proposed residential subdivision is an infill project within the City surrounded by residential uses, on a property zoned for Medium Density Residential uses. As discussed in Section 1, no scenic vistas, scenic resources, or the visual character of the area will be substantially impacted and the project will not result in excessive light or glare. The project site is located within an urbanized area and surrounded by urban uses. No evidence of significant historic or cultural resources were identified on or near the project site. As a result of many years of agricultural production virtually all of the land in the General Plan area has been altered.**

**The project site is not known to have any association with an important example of California's history or prehistory. Construction-phase procedures will be implemented in the event an archaeological or cultural resource is discovered consistent with the Mitigation Measures contained in Sections 4. As discussed in Section 4, there are no rivers, lakes or streams located within the City of Turlock; therefore, the project would have no impact on riparian habitats or species.**

**The context for assessing air quality impacts is the immediate project vicinity with respects to emissions generated by the construction and operation of the proposed project. The environmental analysis provided in Section 3 concludes that operational and construction emissions would not exceed the air quality thresholds established by the San Joaquin Valley Air Pollution Control District (SJVAPCD).**

**Furthermore, Mitigation Measures identified in Sections 3 & 8 would reduce potential impacts to less-than-significant levels.**

**Mitigation measures for any potentially significant project-level impacts have been included in this document and will reduce the impacts to less-than-significant levels. Based on the analysis above, the City finds that impacts related to environmental effects that could cause adverse effects on human beings would be less than significant.**



## **MITIGATION MONITORING AND REPORTING PROGRAM**

**PROJECT NAME:** Rezone 2024-01, Planned Development 283, VTSM 2024-01

**PROJECT LOCATION:** 337 West Avenue South (Stanislaus County APN 050-003-042)

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### **MITIGATION MEASURES AND MONITORING PROGRAM**

#### **I. Air Quality**

In order to mitigate potential air quality impacts from the level anticipated by intensifying land uses at this property, the project shall include the following mitigation:

- 1. The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations.**

*Responsible Agency or Organization:* Applicants, or successor in interest

*Implementation Schedule:* During construction and post-construction

*Verified By:* Turlock Engineering and Building Divisions,  
San Joaquin Valley Air Pollution Control  
District

- 2. The applicant shall contact the SJVAPCD prior to submitting an application for a building, grading and/or encroachment permit. Compliance with Rule 9510 shall be demonstrated to the Planning Division prior to the issuance of a building permit.**

*Responsible Agency or Organization:* Applicants, or successor in interest

*Implementation Schedule:* Prior to grading permit approval and during construction

*Verified By:* Turlock Engineering, Planning and Building  
Divisions

#### **II. Biological Resources**

In order to mitigate potential impacts of the construction activity on cultural and historic resources, the project shall include the following mitigation:

1. GP 7.4-e, 7.4-f ; If ground disturbing activities, such as grading, occurs during the typical nesting season for songbirds and raptors, February through mid-September, the developer is required to have a qualified biologist conduct a survey of the site no more than 10 days prior to the start of disturbance activities. If nests are found, no-disturbance buffers around active nests shall be established as follows until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer on the nest for survival: 250 feet for non-listed bird species; 500 feet for migratory bird species; and one-half mile for listed species and fully protected species.
2. GP 7.4-e, 7.4-f; If nests are found, they should be continuously surveyed for the first 24 hours prior to any construction related activities to establish a behavioral baseline. Once work commences the nest shall be continuously monitored to detect any behavioral changes as a result of the project. If behavioral changes are observed, the work causing the change should cease and the Department consulted for additional avoidance and minimization measures.
3. GP 7.4e, If Swainson's Hawks are found foraging on the site prior to or during construction, the applicant shall consult a qualified biologist for recommended proper action, and incorporate appropriate mitigation measures. Mitigation may include, but are not limited to: establishing a one-half mile buffer around the nest until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer dependent on the nest for survival. Mitigating habitat loss within a 10 mile radius of known nest sites as follows: providing a minimum of one acre of habitat management land or each acre of development for projects within one mile of an active nest tree. Provide a minimum of .75 acres of habitat management land for each acre of development for projects within between one and five miles of an active nest tree. Provide a minimum of .5 acres of habitat management land for each acre of development for projects within between five and 10 miles of an active nest tree.
4. The applicant shall comply with all applicable federal, State, and local laws and regulations related to the protection and preservation of endangered and/or threatened species through consultations with appropriate agencies.

*Responsible Agency or Organization:* Applicants, contractors or successor in interest

*Implementation Schedule:* During construction

*Verified By:* Turlock Planning, Engineering and Building Divisions

### **III. Cultural Resources**

In order to ensure the project does not have an impact on cultural and historic resources, the following mitigation measures have been added to the project:

1. **GP 7.5a, 7.5c, In accordance with State Law, if potentially significant cultural, archaeological, or Native American resources are discovered during construction, work shall halt in that area until a qualified archaeologist can assess the significance of the find, and, if necessary develop appropriate treatment measures in consultation with Stanislaus County, Native American tribes, and other appropriate agencies and interested parties.**

*Responsible Agency or Organization:* Applicants, contractors, or successor in interest

*Implementation Schedule:* Prior to issuance of a grading permit and during construction

*Verified By:* Turlock Engineering, Planning and Building Divisions

2. **GP 7.5a, 7.5c, If human remains are discovered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the coroner determines that no investigation of the cause of death is required and if the remains are of Native American origin, the coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods.**

*Responsible Agency or Organization:* Applicants, contractors, or successor in interest

*Implementation Schedule:* Prior to issuance of a grading permit and during construction

*Verified By:* Turlock Engineering, Planning and Building Divisions

#### **IV. Energy**

In order to ensure the project does not result in wasteful, inefficient, or unnecessary consumption of energy resources, the following mitigation measures have been added to the project:

1. **The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations.**
2. **The project shall comply with the California Green Building Code Standards (CBC), requirements regulating energy efficiency.**

*Responsible Agency or Organization:* Applicants, or successor in interest

*Implementation Schedule:* Prior to Building Permit Issuance, during

construction and post-construction

*Verified By:*

Turlock Engineering and Building Divisions,  
San Joaquin Valley Air Pollution Control  
District

## **V. Geology and Soils**

In order to ensure the project does not expose people to risks associated with seismic ground-shaking and to avoid erosion or loss of top soil, the following mitigation measures have been added to the project:

1. **GP 10.2-a, 10.2-b; The project shall comply with the current California Building Code (CBC) requirements for Seismic Zone 3, which stipulates building structural material and reinforcement.**
2. **GP 10.2-a, 10.2-b; The project shall comply with California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law), which requires that buildings be designed to resist stresses produced by natural forces caused earthquakes and wind.**
3. **GP 10.2-a, 10.2-b; The project shall comply with the California Building Code (CBC), Chapter 70, regulating grading activities including drainage and erosion control.**
4. **GP 10.2-h; The project shall comply with the City's NPDES permitting requirements by providing a grading and erosion control plan, including but not limited to the preparation of a Storm Water Pollution Prevent Plan and Erosion and Sediment Control Plan.**
5. **GP 10.2-a, 10.2-b, 10.2-g; The project shall comply with the California Building Code (CBC) requirements for specific site development and construction standards for specified soils types.**

*Responsible Agency or Organization:* Applicants, contractors, or successor in interest

*Implementation Schedule:* Prior to the issuance of a building permit and during construction

*Verified By:* Turlock Engineering, Planning and Building Divisions

## **VI. Greenhouse Gas Emissions**

In order to ensure the project does not result in impacts to air quality and greenhouse gas emissions the following mitigation measures have been added to the project:

1. **GP 8.1-b, 8.1-j, 8.1-l; The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations.**

## **VII. Hydrology and Water Quality**

In order to ensure the project does not result in impacts to water quality and water supplies, the following mitigation measures have been added to the project:

- 1. GP 3.3-a, 3.3-f, The project shall connect to the City's Master Water and Storm Drainage System.**
- 2. GP 3.3-o, 3.3-ae, 6.4-f, The project shall comply with the Regional Water Control Board's regulations and standards to maintain and improve groundwater and surface water quality. The applicant shall conform to the requirements of the Construction Storm Water General Permit and the Municipal Separate Storm Sewer System (MS4) Permit, including both Best Management Practices and Low Impact Development (post-construction) requirements.**
- 3. If the project includes construction dewatering and it is necessary to discharge the groundwater to water of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit.**
- 4. Site grading shall be designed to create positive drainage throughout the site and to collect the storm water for the storm water drainage system. If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United State Army Corps of Engineers (USACOE). If a USACOE permit or any other federal permit is required for this project due to the disturbance of water of the United States then a Water Quality Certification must be obtained from the Central Valley Water Board prior to the initiation of project activities. If the USCACOE determines that only non-jurisdictional water of the State are present in the proposed project are, the proposed project will require a Waste Discharge Requirements permit to be issued by the Central Valley Water Board.**
- 5. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.**
- 6. Materials and equipment shall be stored so as to ensure that spills or leaks cannot enter storm drains, or the drainage ditches or detention basins.**
- 7. A spill prevention and cleanup plan shall be implemented.**
- 8. GP 3.3-ae, The builder and/or developer shall utilize cost-effective urban runoff controls, including Best Management Practices (BMP's), to limit urban pollutants from entering the drainage ditches. A General Construction permit shall be obtained from the State Water Resources Control Board, a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and implemented as part of this permit.**

*Responsible Agency or Organization:* Applicants, or successor in interest

*Implementation Schedule:*

Prior to the issuance of a grading or encroachment permit; during construction; and post-construction

*Verified By:*

Turlock Engineering and Building Divisions

### **VIII. Noise**

In order to ensure people are not exposed to noise levels in excess of General Plan standards, the following mitigation measure has been added to the project:

**1. GP 9.4-I, TMC§5-28ART; Compliance with the standards of the City of Turlock's Noise Ordinance.**

*Responsible Agency or Organization:* Applicants, or successor in interest

*Implementation Schedule:* Prior to the issuance of a building permit

*Verified By:* Turlock Planning and Building Divisions

### **IX. Public Services**

In order to ensure the project does not have an impact on public services the following mitigation measures have been added to the project:

**1. GP 10.4-d; The applicant, developer or successor in interest shall pay all applicable Citywide Capital Facility for public facility service improvements.**

**2. GP 10.4-d; Prior to the issuance of a building permit, the developer shall pay the applicable development-related school impact fees to fully mitigate its impacts upon school facilities pursuant to California statutes.**

**3. The property shall annex into CFD #2**

*Responsible Agency or Organization:* Applicants, or successor in interest

*Implementation Schedule:* Prior to the issuance of a building permit

*Verified By:* Turlock Engineering and Building Divisions

### **X. Transportation/Traffic**

In order to ensure the project does not have an impact on transportation and traffic the following mitigation measures have been added to the project:

**1. GP 5.2i - The applicant, developer or successor in interest shall pay all applicable Citywide Capital Facility Fees for transportation improvements. These include the development of new bicycle and pedestrian facilities, traffic calming, traffic management, and other projects to improve air quality and reduce congestion, as well as roadway, intersection and interchange improvements.**

*Responsible Agency or Organization:*

Applicants, or successor in interest

*Implementation Schedule:*

Prior to the issuance of a building permit,  
grading permit or encroachment permit

*Verified By:*

Turlock Engineering and Building Divisions

### **XI. Utilities and Service Systems**

In order to ensure the project does not have an impact on the utilities and service systems the following mitigation measures have been added to the project:

- 1. GP 3.3-k, 3.3-u, 4.3-c; The developer or successor in interest shall pay the City of Turlock's Capital Facility Fee and infrastructure master plan fees.**

*Responsible Agency or Organization:*

Applicants, or successor in interest

*Implementation Schedule:*

Prior to the issuance of a building permit,  
grading permit or encroachment permit

*Verified By:*

Turlock Engineering, Municipal Services and  
Building Divisions

I have read and agree to comply with the Mitigation Measures and Monitoring Program listed above.

Ronald B. Ktoko - President ABK Development, Inc. 1/30/24  
Applicant Signature Date

Ronald B. Ktoko - President ABK Development, Inc. 1/30/24  
Property Owner Date

## City Council Staff Report

October 22, 2024



From: Christopher Fisher, Municipal Services Director  
 Prepared by: David Huff, Water Quality Control Manager, Christopher Fisher, Municipal Services Director  
 Agendized by: Sarah Eddy, Acting City Manager

### 1. ACTION RECOMMENDED:

Resolution: Adopting a temporary Industrial Ratepayer Assistance Program to assist Significant Industrial Users with payment of their sewer service rates and authorizing the City Manager or Municipal Services Director to execute agreements, in a form approved by the City Attorney, pursuant to this resolution and appropriating \$2,180,606.92 from Fund 413 (WQC-Capital Expansion Reserve) unallocated reserves to expense account Fund 413 (WQC-Capital Expansion Reserve) 413-51-537.47083 "Industrial Rate Payer Assistance Program" to provide funding for the temporary Industrial Ratepayer Assistance Program

### 2. DISCUSSION OF ISSUE:

To address feedback on how the recent sewer rate adjustments, adopted by City Council on October 8, 2024, will increase the monthly charges to customers classified as "Significant Industrial Users" (as defined in Turlock Municipal Code 6-4-103), staff propose that Council adopt an Industrial Ratepayer Assistance Program, as outlined in the resolution attached to this Staff Report. To implement this program efficiently, staff recommend that the City Manager and Municipal Services Director are delegated authority to execute agreements with each eligible Significant Industrial User and that funds are allocated for this purpose.

#### Recap of Sewer Rate Study

On May 20, 2022, the City contracted NBS Government Finance Group (NBS) to conduct a comprehensive Sewer Rate study to evaluate rates that were last increased in 2013. The aim was to ensure that new rates generate sufficient revenue for financial obligations over the next five years. Currently, the City employs a flat administrative rate alongside metered and non-metered charges based on customer class.

Key features/objectives of the study included:

- Ensuring equitable rates through a cost-of-service approach.
- Costs will not exceed the cost of actual service.
- Rate design will cover actual cost to the customer classes.
- Rate model is easy to understand and administer.
- Maintaining adequate reserve levels for operational continuity.
- Securing funding for upcoming capital projects, with estimated needs of \$107 million for the sewer system and \$145 million for the Turlock Regional Water Control Facility over the next decade.
- Complying with Proposition 218 for fair cost allocation.

Projected net revenue requirements are expected to rise from approximately \$26.5 million

in FY 2024/25 to \$30.1 million by FY 2028/29. Without rate increases, the City faces a projected annual deficit starting in 2025, potentially reaching \$8.7 million by FY 2028/29 and complicating debt service obligations.

Additionally, the City must maintain a debt service coverage ratio of at least 1.25 to uphold credit ratings and manage interest costs effectively. Overall, the rate study was crucial for aligning revenue with current service costs and addressing the needs of an aging sewer system.

The study showed that residential customers contributed 60% of the City's sewer rate revenue but accounted for only 38.4% of the net revenue requirements based on sewer flow and strength costs. In contrast, commercial/institutional customers contributed 7.2% of revenue, while accounting for 9.2% of net requirements, and industrial customers provided 32.8% of revenue but represented 52.4% of net requirements. To align with these cost-of-service findings and comply with Proposition 218, at the October 8, 2024 City Council meeting, staff presented updated Sewer Service User Rates which aligned the cost service with the charge rates more accurately; City Council adopted these new rates which will go into effect on January 1, 2025 following the passage of an Ordinance associated with that action that allows for such changes to be implemented via Resolution.

### **Industrial Ratepayer Assistance Program**

With due consideration given to the fact that monthly billing for Significant Industrial Users will increase significantly, staff recommend Council's consideration of an Industrial Ratepayer Assistance Program that will assist these specific customers on a temporary basis. The program has been developed with the assistance of two professional consultants, Jarvis Fay, LLP and NBS, who have provided special counsel and technical services respectively.

Some highlights of the program are:

- Each Significant Industrial User who chooses to participate in the program will sign an agreement (Exhibit A to the Resolution).
- The City will provide assistance to the Ratepayer equal to 25% of the Ratepayer's total monthly sewer service user rate as long as allocated funds are available, per the terms of the agreement
- Repayment of assistance received will be required only if the Ratepayer violates the terms of agreement and with no interest assigned to repayment.
- Ratepayers who participate in the program waive their right to bring judicial action against the City and challenge Resolution No. 2024-153, which established the updated sewer rates.

City staff recommend that Council approve and adopt the program; authorize the City Manager and Municipal Services Director to enter into agreements with each eligible Significant Industrial User; and approve the appropriation funds associated with these actions.

### **3. BASIS OF RECOMMENDATION:**

- A. On October 8, 2024, City Council updated its sewer rates which resulted in a significant increase in the rates paid by Significant Industrial Users.
- B. Staff recommend the establishment of an Industrial Ratepayer Assistance Program for Significant Industrial Users of sewer services. The program will help Significant Industrial Users mitigate the impacts of the increase in sewer rates and help make sewer rates more affordable in the short term.
- C. The program can be funded by penalty fee revenues collected from industrial ratepayers for discharging sewage in excess of the amounts or capacities specified in such industrial ratepayer's waste discharge permit under the Turlock Municipal Code section 6-4-505.

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

This program will be funded by non-rate revenue in the form of penalties that were collected from Industrial Ratepayers during Fiscal Years 18/19, 19/20, 20/21, 21/22, and 22/23, totaling \$2,180,606.92, pursuant to Turlock Municipal Code 6-4-505 "Capacity charges: Penalty provision for industrial user exceeding capacity." Staff recommends that City Council authorize the use of these penalty revenues to fund this Industrial Ratepayer Assistance Program that will help mitigate the impacts of the increase in industrial sewer rates on Significant Industrial Users and help make sewer rates more affordable to Significant Industrial Users in the short term, allowing them time to adjust to the increased sewer rates. A budget amendment is necessary: an appropriation of funds from Fund 413 (WQC-Capital Expansion Reserve) unallocated reserves to expense account 413-51-537.47083 "Industrial Rate Payer Assistance Program" in the amount of \$2,180,606.92.

**5. STAFF RECOMMENDATION:**

Recommend approval.

**6. CITY MANAGER COMMENTS:**

Recommend approval.

**7. ENVIRONMENTAL DETERMINATION:**

The Resolution is not a project under CEQA Guidelines Section 15378(b)(4) because the Resolution does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The Resolution is also exempt from CEQA as there is no possibility for causing a significant effect on the environment, per CEQA Guideline Section 15061(b)(3). No specific sewer projects are associated with this Resolution. The Resolution is policy-oriented and would create an Industrial Ratepayer Assistance Program that would assist industrial ratepayers with adapting to the increased sewer rates.

**8. ALTERNATIVES:**

- A. City Council could choose to not approve the Industrial Ratepayer Assistance Program. This alternative is not recommended as the program represents a legal way to mitigate negative impacts on these large industrial customers, many of whom employ numerous residents of Turlock and the surrounding areas.

B. Provide staff direction on how to proceed.

**9. ATTACHMENTS:**

1. Draft Resolution
2. Exhibit A - Sample Agreement

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

**IN THE MATTER OF ADOPTING A  
TEMPORARY INDUSTRIAL RATEPAYER  
ASSISTANCE PROGRAM TO ASSIST  
SIGNIFICANT INDUSTRIAL USERS WITH  
PAYMENT OF THEIR SEWER SERVICE  
RATES AND AUTHORIZING THE CITY  
MANAGER OR MUNICIPAL SERVICES  
DIRECTOR TO EXECUTE AGREEMENTS, IN  
A FORM APPROVED BY THE CITY  
ATTORNEY, PURSUANT TO THIS  
RESOLUTION AND APPROPRIATING  
\$2,180,606.92 FROM FUND 413 (WQC-  
CAPITAL EXPANSION RESERVE)  
UNALLOCATED RESERVES TO EXPENSE  
ACCOUNT FUND 413 (WQC-CAPITAL  
EXPANSION RESERVE) 413-51-537.47083  
"INDUSTRIAL RATE PAYER ASSISTANCE  
PROGRAM" TO PROVIDE FUNDING FOR  
THE TEMPORARY INDUSTRIAL  
RATEPAYER ASSISTANCE PROGRAM**

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**RESOLUTION NO. 2024-**

**WHEREAS**, the City of Turlock provides sewer service to residential, multi-family, commercial and industrial ratepayers located within the City of Turlock, as well as the Community Service Districts of Denair, Keyes, and a portion of the City of Ceres; and

**WHEREAS**, the City Council of the City of Turlock held a public hearing on October 8, 2024, determined there was no majority protest, and adopted updated sewer service rates for all ratepayers, in accordance with Article 13D, Section 6, of the California Constitution ("Proposition 218"); and

**WHEREAS**, prior to adopting the updated sewer service rates on October 8, 2024, the City had not updated sewer rates since 2013; and

**WHEREAS**, the sewer service rate update required a significant increase to Significant Industrial User ("Industrial Ratepayers") sewer service rates, in accordance with Proposition 218, because the cost-of-service analysis conducted as part of the Sewer Rate Study ("Rate Study"), completed by NBS and adopted by the City Council on October 8, 2024, indicated that previous industrial rates were insufficient to meet industrial rate customers' costs of service; and

**WHEREAS**, Industrial Ratepayers employ thousands of workers within the City of Turlock and significantly contribute to the economic development, well-being, and welfare of the City; and

**WHEREAS**, Industrial Ratepayers are faced with rising costs of production, inflation, and other financial hardships associated with the larger economic climate, and thus, could benefit from having additional time to build the increased sewer rates into their

business models; and

**WHEREAS**, the Turlock General Plan Policy 2.7-b states that the City should “[a]ttract industry to Turlock” and “[e]nhance the positive factors that have made the City attractive to industry, including freeway access, available large parcels of land, inexpensive power, a streamlined development process, and an appropriately-skilled workforce”; and

**WHEREAS**, the Turlock General Plan Policy 2.11-a states that the City should “[s]upport existing businesses” and “[r]etain, improve, and promote existing businesses in Turlock”; and

**WHEREAS**, the Turlock General Plan Policy 2.11-l states that the City should “[a]ttract jobs for local residents”; and

**WHEREAS**, the Turlock General Plan Policy 2.11-p states that the City should promote the Turlock Regional Industrial Park (“TRIP”) by “[d]evelop[ing] and implement[ing] a marketing strategy aimed at potential large industrial, R&D, and business park employers in order to attract more development and jobs to the TRIP”; and

**WHEREAS**, the City has collected \$2,180,606.92 in revenue from penalty fees imposed on large Industrial Ratepayers for discharging sewage in excess of the amounts or capacities specified in such user’s waste discharge permit under the Turlock Municipal Code section 6-4-505; and

**WHEREAS**, the City desires to use these penalty revenues to fund an Industrial Ratepayer Assistance Program that will help mitigate the impacts of the increase in industrial sewer rates on Industrial Ratepayers and help make sewer rates more affordable to industrial ratepayers in the short term, allowing them time to adjust to the increased sewer rates.

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

1. The above recitals are true and correct, and accordingly, are incorporated as part of this resolution.
2. The Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (“CEQA”) and the CEQA Guidelines. The Resolution is not a project under CEQA Guidelines Section 15378(b)(4) because the Resolution does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The Resolution is also exempt from CEQA as there is no possibility for causing a significant effect on the environment, per CEQA Guideline Section 15061(b)(3). No specific sewer projects are associated with this Resolution. The Resolution is policy-oriented and would create an Industrial Ratepayer Assistance Program that

would assist Industrial Ratepayers with adapting to the increased sewer rates.

3. The City Council hereby adopts a temporary Industrial Ratepayer Assistance Program, whereby Significant Industrial Ratepayers, as defined by section 6-4-103 of the Turlock Municipal Code, will be eligible to receive a discount to their sewer service rates to offset sewer impacts from the updated sewer rates.
  - a. The temporary Industrial Ratepayer Assistance Program will be funded by \$2,180,606.92 in penalty fee revenues generated under Turlock Municipal Code section 6-4-505.
  - b. To participate in the temporary Industrial Ratepayer Assistance Program, Industrial Ratepayers will be required to execute an agreement ("Ratepayer Agreement"), in a form approved by the City Attorney, substantially similar to the sample agreement attached hereto to this Resolution as **Exhibit A**. After executing the Ratepayer Agreement, the Industrial Ratepayer will be enrolled in the Industrial Ratepayer Assistance Program and will become an "Enrolled Industrial Ratepayer."
  - c. The City will provide Enrolled Industrial Ratepayers funds to assist with the payment of sewer service rates ("Assistance"). In no event shall the total Assistance provided to all Enrolled Industrial Ratepayers exceed the total penalty revenues allocated to fund this program in Section 3(a) of this Resolution. The Assistance will be automatically deducted from the sewer service rate charges on each Enrolled Industrial Ratepayer's sewer service bills. The City will provide Assistance to each Enrolled Industrial Ratepayer in an amount equal to 25% of the ratepayer's sewer service rate charges, for each billing period, while funds allow. When the allocated funds are insufficient to provide assistance equal to 25% of each Enrolled Ratepayer's sewer service charges, the City shall proportionally provide assistance equal to the remaining funds, to each Enrolled Industrial Ratepayer. The City will cease providing Assistance when the revenues allocated to the Industrial Ratepayer Assistance Program have been spent. As long as Enrolled Industrial Ratepayers comply with the terms of the Ratepayer Agreement, Enrolled Industrial Ratepayers will not be required to repay the Assistance provided.
4. The City Council hereby authorizes the appropriation of \$2,180,606.92 from Fund 413 (WQC-Capital Expansion Reserve) unallocated reserves to expense account Fund 413 (WQC-Capital Expansion Reserve) 413-51-537.47083 "Industrial Rate Payer Assistance Program" to provide funding for the temporary Industrial Ratepayer Assistance Program.
5. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 22<sup>nd</sup> day of October, 2024, by the following vote:

AYES:	(0)
NOES:	(0)
NOT PARTICIPATING:	(0)
ABSENT:	(0)

ATTEST:

---

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

Attachments:  
Exhibit A – Sample Agreement

**AGREEMENT BETWEEN THE CITY OF TURLOCK  
AND \_\_\_\_\_  
FOR PARTICIPATION IN THE INDUSTRIAL RATEPAYER ASSISTANCE PROGRAM  
FOR SEWER SERVICES**

THIS AGREEMENT ("**Agreement**") is entered into as \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "**Effective Date**"), by and between **THE CITY OF TURLOCK**, a general law city and municipal corporation of the State of California ("**CITY**"), and \_\_\_\_\_, ("**RATEPAYER**"). CITY and RATEPAYER may be collectively referred to herein as the "**Parties**" or individually as "**Party**." There are no other parties to this Agreement.

**RECITALS**

A. The CITY recently updated its sewer rates for the first time since January 1, 2013, resulting in a significant increase in the rates paid by industrial ratepayers.

B. RATEPAYER is faced with inflationary pressure, the rapidly-rising costs of production, and other financial hardships and thus could benefit from having additional time to build the increased sewer rates into their business model.

C. RATEPAYER employs numerous workers within the CITY and RATEPAYER significantly contributes to the economic development, well-being, and welfare of the CITY.

D. The CITY recently passed Resolution No. 2024-\_\_\_\_\_, which established a temporary Industrial Ratepayer Assistance Program ("**Program**") for industrial ratepayers of sewer services. The Program was designed to help industrial ratepayers such as RATEPAYER, mitigate the impacts of the increase in sewer rates and help make sewer rates more affordable in the short term.

E. RATEPAYER is classified as a Significant Industrial User as defined in Turlock Municipal Code 6-4-103.

F. The City Council allocated penalty fee revenues collected by the CITY from industrial ratepayers for discharging sewage in excess of the amounts or capacities specified in such industrial ratepayer's waste discharge permit under the Turlock Municipal Code section 6-4-505 to fund the Program.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**1. Definitions.** The Following terms are defined as follows:

A. "Allocated Funds" means the money appropriated for the Program by Resolution 2024-\_\_\_\_\_.

B. "Assistance" means the money used to assist each Enrolled Industrial Ratepayer in the amount of twenty-five percent (25%) of the ratepayer's sewer service rate charges, for each billing period, while sufficient Allocated Funds remain.

- C. "CITY" means the City of Turlock.
- D. "Discharge" means any measurable quantity of waste or wastewater released to the sewer system.
- E. "Effective Date" means the date the Agreement is signed by the CITY.
- F. "Enrolled Industrial Ratepayers" means Industrial Ratepayers that have entered into an agreement with the City to participate in the Program.
- G. "Industrial Ratepayers" means any user consistent with the definition of "Significant Industrial User" as defined under the Turlock Municipal Code section 6-4-103.
- H. "Industrial Sewer Rates" means the sewer rates paid by Industrial Ratepayers.
- I. "Program" means the Industrial Ratepayer Assistance Program, established by Resolution No. 2024-XXXX.
- J. "Sewer service user rates" mean the fees charged monthly to an individual user for actual use of the Sanitary Sewer Collection System and Wastewater Treatment Facility and are paid on an ongoing basis.

## **2. Assistance Funds.**

A. Granting Assistance. Beginning on the RATEPAYER's January 2025 sewer services bill, or, if the effective date of this Agreement is after the January 2025 sewer service bills have been sent by the City, then beginning on the RATEPAYER's first sewer services bill following the effective date of this Agreement, the CITY will provide Assistance to RATEPAYER, applied to Ratepayer's monthly sewer service user rates, in an amount equal to 25% of RATEPAYER's total sewer service charge, per billing period, pursuant to the terms of this agreement.

B. Assistance End Date. The CITY will provide Assistance in the amount of 25% of each Enrolled Industrial Ratepayer's monthly sewer service charge bill in any monthly billing period until there are insufficient Allocated Funds to provide the full discount to each Enrolled Industrial Ratepayer. On the next sewer service charge bill, the CITY shall provide Assistance, in a total amount equal to the remaining Allocated Funds, proportionately to each Enrolled Industrial Ratepayer. Assistance shall end when the Allocated Funds are fully expended.

C. Applying Assistance. The Assistance will automatically be applied against the RATEPAYER's sewer service charge bill and will be clearly identified on the bill as a separate line-item.

## **3. Assistance Repayment.**

A. Repayment. Provided that RATEPAYER complies with the terms of this Agreement and provided that RATEPAYER timely pays, in full, its sewer service user rates on each sewer service bill, RATEPAYER will not have an obligation to repay the CITY for any Assistance received. If RATEPAYER violates any provision of this Agreement, fails to pay, in full, its sewer service bill, or terminates this Agreement pursuant to Subsection (4) below, then RATEPAYER will be liable to the CITY for repayment of all Assistance received. RATEPAYER will begin repaying the Assistance, with no interest assigned thereto, beginning the next utility bill following the termination of this Agreement. The Assistance will be repaid in approximately equal payments, made monthly, over a 12-month period. The repayments will automatically be

assessed as an additional charge on the RATEPAYER's bill and will appear as a separate line-item.

B. Nonpayment. In the event of RATEPAYER nonpayment of the Assistance as provided under Subsection (3)(A) above, and without waiving any other rights under this Agreement, the City may enforce repayment of the Assistance by utilizing the procedures and penalties described in Turlock Municipal Code section 6-4-402(b) regarding nonpayment of the sewer service user rates.

4. Right to Terminate Agreement. The Agreement will automatically terminate five years from the Effective Date. Subject to the foregoing, CITY and RATEPAYER may freely terminate this Agreement at any time without cause or liability, and without any obligation to pay any consideration. Notwithstanding the foregoing, if RATEPAYER chooses to terminate this Agreement after any Assistance has been provided by the CITY, RATEPAYER will be liable to repay all Assistance received as described in Subsection (3) above. Further, all other provisions of this Agreement, including Subsection (6), will survive the termination of this Agreement.

5. Indemnity. RATEPAYER shall indemnify, defend, reimburse and hold harmless CITY, its officers, agents, employees and contractors, and each of them ("**Indemnified Parties**"), from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("**Claims**"), regarding the Agreement up to the amount of the Assistance received by the RATEPAYER. RATEPAYER's obligations under this Section shall survive the expiration or other termination of this Agreement.

6. Waiver of Right to Bring Judicial Action.

A. Waiver of Right to Challenge Resolution No. RATEPAYER agrees not to bring a judicial or administrative action, complaint, lawsuit, petition, protest, challenge, or proceeding to attack, review, set aside, void, or annul Resolution No. 2024-XXXX adopting the CITY'S sewer service user rates or to attack, review, set aside, void, reduce, or annul the City's sewer service user rates on the grounds that they do not comply with Article XIID, Section 6 of the California Constitution or any other applicable law.

B. Waiver of Rights under California Civil Code section 1542. It is understood and agreed that this Agreement is intended to cover all claims or possible claims of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected, or hereafter discovered or ascertained, and all rights under California Civil Code section 1542 are hereby expressly waived. Both the RATEPAYER and the CITY acknowledge that they have read and understand California Civil Code section 1542, which states that "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Both the RATEPAYER and the CITY acknowledge that they have been advised of the significance of California Civil Code section 1542 by their attorneys and have nevertheless knowingly and intentionally waived and relinquished all rights they have under California Civil Code section 1542, as well as any other similar state or federal statute or common law principle.

7. No Assignment. This Agreement is personal to RATEPAYER and shall not be assigned, conveyed or otherwise transferred by RATEPAYER under any circumstances. Any attempt to assign, convey or otherwise transfer this Agreement shall be null and void and cause the immediate termination and revocation of this Agreement. Notwithstanding the foregoing, this Agreement may be assigned by RATEPAYER to a third party in the event of a sale or transfer of substantially all of RATEPAYER's business assets, provided that the assignee assumes responsibility for the payment of RATEPAYER's sewer service user rates and provided that the

assignee expressly agrees to assume all obligations under this Agreement and provides written notice to the CITY of the assignment.

**8. Entire Agreement; Severability.** This Agreement contains the sole and complete agreement between the parties relating to the Program. This Agreement may not be changed orally and may be amended only by an agreement in writing signed by both parties. In the event that any provision of this Agreement shall be held to be or become invalid or unenforceable in certain circumstances, the validity and enforceability of the remaining provisions, or such provision in other circumstances, shall not in any way be affected or impaired.

**9. Notices.** Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, to CITY or RATEPAYER, as the case may be, at the respective addresses listed below, or may be made by personal service.

RATEPAYER's Address: [RATEPAYER name]  
[Street Address]  
[City], CA [Zip Code]  
Attention: [Point of Contact]

CITY's Address: City of Turlock  
156 S Broadway  
Turlock, CA 95380  
Attention: City Manager

**10. Applicable Law and Venue.** This Agreement and all rights and remedies of the parties hereto shall be construed and enforced in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the State courts of the County of Stanislaus.

**11. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and when taken together they shall constitute one and the same Agreement. Signatures may be made by telecopy or PDF provided the original is promptly mailed to the other party.

**12. Recitals.** The recitals above are incorporated by reference as though fully set forth in the Agreement.

***[Signatures on Following Page]***

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the day and date first above written.

**CITY OF TURLOCK:**

**[RATEPAYER]:**

By: \_\_\_\_\_  
Sarah Eddy, Acting City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**APPROVED AS TO SUFFICIENCY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Christopher Fisher,  
Municipal Services Director

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

## City Council Staff Report

October 22, 2024



From: Jessie Dhami, Human Relations Director  
Prepared by: Darlene Ingersoll, Principal HR Analyst  
Agendized by: Sarah Eddy, Acting City Manager

### 1. ACTION RECOMMENDED:

Resolution: Approving an agreement with Genesis Behavior Center, Inc., in a form approved by the City Attorney, in an amount not to exceed \$642,500 for Personalized repetitive Transcranial Magnetic Stimulation (PrTMS®) for public safety personnel within the Police and Fire Departments of the City of Turlock, to be funded by American Rescue Plan Act (ARPA) and appropriate funds to Fund 119 "American Rescue Plan Act" account 119-10-188.43060\_000 "Contract Services General"

### 2. DISCUSSION OF ISSUE:

The peaks of the COVID-19 pandemic proved especially challenging for City staff, and most notably for Police and Fire Department personnel, with the additional demands and stresses placed upon the personnel in those departments. PrTMS® offers an innovative, non-invasive, and personalized approach to enhance brain performance. PrTMS® can improve a range of associated factors such as resilience in the face of stress and sleep quality. This program would provide public safety personnel the opportunity to participate in a voluntary program dedicated to emphasizing the clarity, high achievement, and performance potential of the brain in their work and daily lives.

The qualified PrTMS® provider in Stanislaus County is Genesis Behavior Center, Inc. ("Genesis") in Modesto, CA. Medical direction and oversight for Genesis is provided by Dr. Kevin T. Murphy, MD, the originator of PrTMS®. PrTMS® employs specific FDA-Cleared third-party medical equipment. After a functional measurement process that evaluates a person's brain function, a personalized treatment plan is designed to restore brain wave synchronicity thus enhancing brain performance. PrTMS® is delivered according to this personalized treatment plan. Ideally, an individual undertakes the sessions five (5) days per week. Sessions typically last anywhere from twenty (20) to forty-five (45) minutes. A typical individual may undertake 30 sessions to obtain an optimal outcome, although others may undertake up to 60 sessions.

Human Relations provided notice to all labor groups informing them that the City of Turlock was considering offering PrTMS® to all personnel within the Police and Fire Departments. There were no questions or concerns presented. An informational presentation by Dr. Murphy was held on March 12, 2024. The presentation was held on-site and available via Zoom to employees. Additionally, it was recorded for any Police and Fire Department personnel to view for up to a week after the presentation. Human Relations measured the interest in PrTMS® participation within the Police and Fire Departments through an anonymous survey. There are twenty-seven (27) employees who responded with interest and three (3) who stated no interest.

On August 12, 2024, two (2) informational workshops and a press conference were hosted

by the City of Turlock. The workshops included morning and evening sessions to provide opportunities for citizens with varying schedules to attend. These sessions were designed to educate the public and address any questions or concerns about the proposed program.

**3. BASIS OF RECOMMENDATION:**

The recommended approval of program offering PrTMS® is to provide support for public safety personnel within the Police and Fire Departments of the City of Turlock. The recruitment and retention of public safety personnel has been an on-going challenge for the City. This program proposes to increase retention, productivity and longevity of safety personnel by enhancing brain performance in their work and daily lives.

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

Genesis Behavior Center Inc. has provided a scope of services (Professional Services Agreement) which includes their fee schedule. In summary, the program costs have been estimated based upon fifty (50) employees utilizing fifty (50) PrTMS® sessions at \$200 per session with ten EEGs at \$250 each and one assessment session with Dr. Murphy at \$350 each. Actual numbers of employees served may vary based upon actual utilization numbers for sessions.

This agreement is not to exceed \$642,500 and will be funded by Fund 119 "American Rescue Plan Act" account 119-10-188.43060\_000 "Contract Services General". An appropriation will be needed to this account. At the conclusion of this program, Staff will report its finding and request additional American Rescue Plan Act (ARPA) funds to continue program if successful.

This program was determined eligible by reviewing the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule overview section Public Sector Capacity subsection Government Employment and Rehiring Public Sector Staff. This section states that ARPA funds can be used for Public Safety Personnel to providing worker retention incentives.

**5. STAFF RECOMMENDATION:**

Recommend approval.

**6. CITY MANAGER COMMENTS:**

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

Council may reject. However, staff does not recommend rejection as the potential benefits would be a valuable addition to support employees.

**9. ATTACHMENTS:**

1. Draft Resolution
2. Professional Services Agreement - 10.22.24
3. Exhibit A - Scope of Work

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN	}	RESOLUTION NO. 2024-XXX
AGREEMENT WITH GENESIS BEHAVIOR	}	
CENTER, INC., IN A FORM APPROVED BY	}	
THE CITY ATTORNEY, IN AN AMOUNT NOT	}	
TO EXCEED \$642,500 FOR PERSONALIZED	}	
REPETITIVE TRANSCRANIAL MAGNETIC	}	
STIMULATION (PrTMS®) FOR PUBLIC	}	
SAFETY PERSONNEL WITHIN THE POLICE	}	
AND FIRE DEPARTMENTS OF THE CITY OF	}	
TURLOCK, TO BE FUNDED BY	}	
AMERICAN RESCUE PLAN ACT (ARPA) AND	}	
APPROPRIATE FUNDS TO FUND 119	}	
“AMERICAN RESCUE PLAN ACT” ACCOUNT	}	
119-10-188.43060_000 “CONTRACT SERVICES	}	
GENERAL”	}	

**WHEREAS**, PrTMS® offers a non-invasive and personalized approach to address challenges commonly faced by individuals in public safety roles; and

**WHEREAS**, this program would provide public safety personnel the opportunity to participate in a voluntary program dedicated to emphasizing the clarity, high achievement, and performance potential of the brain in their work and daily lives; and

**WHEREAS**, participation in this PrTMS® program is completely voluntary and confidential; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve an agreement with Genesis Behavior Center, Inc., in a form approved by the City Attorney, in an amount not to exceed \$642,500 for Personalized repetitive Transcranial Magnetic Stimulation (PrTMS®) for public safety personnel within the Police and Fire Departments of the City of Turlock, to be funded by American Rescue Plan Act (ARPA) and appropriate funds to Fund 119 “American Rescue Plan Act” account 119-10-188.43060\_000 “Contract Services General”.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 22<sup>nd</sup> day of October, 2024, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



**AGREEMENT BETWEEN THE CITY OF TURLOCK  
and  
GENESIS BEHAVIOR CENTER, INC.  
for  
PrTMS® PROFESSIONAL SERVICES**

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**Contract No. 2025-62**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and GENESIS BEHAVIOR CENTER, INC., a California Corporation (“Professional”), on this 22<sup>nd</sup> day of October 2024 (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 the City with a PrTMS® Services Program (the “Project”).

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

**C.** The Parties have outlined the 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 53 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 22 day of October, 2025 (“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.** **[Intentionally Omitted]**

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. City's total compensation to Professional shall not exceed Six Hundred Forty-Two Thousand Five Hundred and No/100ths Dollars (\$642,500) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

### **6.2. Deposit. [Intentionally Omitted]**

**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 ten (10) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

## **9. City Assistance to Professional. [Intentionally Omitted]**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**25.1. General Liability.** Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

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

**25.3. Errors and Omissions Liability.** Professional shall carry errors and omissions/malpractice liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater when 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.** **[Intentionally Omitted]**

**25.5. Umbrella or Excess Policy.** Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance

coverages herein required. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional’s primary and excess liability policies are exhausted.

**25.6. 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.

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

**27. Indemnification by Professional.** To the fullest extent permitted by law. Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City’s Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively “Liabilities”). Such obligations to defend, hold harmless, and indemnify City and City’s Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City’s Agents, but shall apply to all other Liabilities.

With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

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

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

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

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

If to City:

**City of Turlock**  
**Attn: Jessie Dhami, Human Relations Director**  
**156 S. Broadway, Suite 235**  
**Turlock, CA 95380**

With courtesy copies to:

**Petrulakis Law & Advocacy, APC**  
**Attn: George A. Petrulakis, City Attorney**  
**P.O. Box 92**  
**Modesto, California 95353**

If to Professional:

**Genesis Behavior Center, Inc.**  
**Attn: Dr. Romena Kiryakous, PsyD.**  
**723 E. Main Street**  
**Turlock, California 95380**

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

City of Turlock  
Attn: Darlene Ingersoll, Principal Human Relations Analyst  
156 S. Broadway, Suite 235  
Turlock, California 95380  
Telephone: (209) 669-7209  
E-mail: dingersoll@turlock.ca.us

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

**35. Use of City Project Number.** **[Intentionally Omitted]**

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

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

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

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

**40. Drafting and Ambiguities.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any

rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

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

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

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

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

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

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

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

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

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

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

**51. Attorney's Fees and Costs.** If any action at law or in equity not resolved pursuant to the "Arbitration of Disputes" section of this Agreement, including action for declaratory relief, is

brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

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

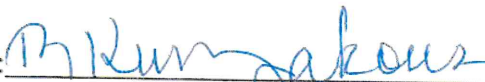
**53. Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

*[Signatures on Following Page]*

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

**PROFESSIONAL**

**Genesis Behavior Center, Inc., a  
California Corporation**

By: 

Print Name: Romena Kiryakous

Title: CEO

Date: 10/18/2024

**CITY**

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

By: \_\_\_\_\_  
Gary R. Hampton, Acting City Manager

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

APPROVED AS TO SUFFICIENCY:

By: \_\_\_\_\_  
Jessie Dhami, Human Relations Director

APPROVED AS TO FORM:

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

ATTEST:

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




**WAIVER OF  
INSURANCE PROVISIONS  
in Contract No. 2025-62  
between  
THE CITY OF TURLOCK  
and  
GENESIS BEHAVIOR CENTER, INC.**

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

1. **Automobile Liability Insurance:** Genesis Behavior Center, Inc. will not be using an automobile as part of the work or services under this Agreement as they do not own or operate any vehicles in the State of California.

Dated: 10/9/24

  
\_\_\_\_\_  
Contractor/Consultant/Supplier/Vendor

\_\_\_\_\_  
City Manager/Department Director

## **Exhibit A**

### **Scope of Services**

#### **Genesis Behavior Center, Inc. – PrTMS® for Public Safety Personnel**

Performance refers to the overall ability of an individual to achieve desired outcomes across various domains in their lives such as work and daily activities. It encompasses physical, cognitive, emotional, and environmental factors that influence an individual's effectiveness and efficiency in reaching their goals. Enhancing performance involves optimizing these factors through training, education, technology, lifestyle modifications, and psychological interventions.

PrTMS® (Personalized repetitive Transcranial Magnetic Stimulation) represents an innovative approach to enhancing performance by targeting specific areas of the brain non-invasively. By customizing repetitive transcranial magnetic stimulation (rTMS) to individual needs, PrTMS® aims to optimize cognitive function, emotional regulation, and motor skills, among other aspects relevant to performance. This personalized treatment modality holds promise for improving outcomes in areas such as fitness performance, workplace productivity, and overall well-being.

Through the precise modulation of neural circuits involved in various cognitive and motor functions, PrTMS® offers the potential to enhance attention, memory, decision-making, motor coordination, and resilience to stress. By optimizing brain function, PrTMS® may contribute to maximizing an individual's potential and facilitating peak performance.

Overall, PrTMS® represents a promising avenue for enhancing performance by harnessing the brain's plasticity and promoting adaptive changes that support optimal functioning. PrTMS® may offer novel strategies for individuals seeking to improve their performance and achieve their goals more effectively.

Genesis Behavior Center, Inc. ("Genesis") is the sole provider of PrTMS® in Stanislaus County. Dr. Romena Kiryakous, PsyD is the Founder & CEO of Genesis. PrTMS® at Genesis is provided under the medical direction of Dr. Kevin T. Murphy, M.D. the originator of PrTMS®.

Ideally, individuals undertake the procedure at least five (5) sessions per week, although four (4) sessions per week is acceptable. Typically, each session lasts anywhere from 20 to 45 minutes (although the early sessions usually are longer than later ones). The number of sessions varies by individual. A typical individual may undertake 30 sessions to obtain an optimal outcome, although others may undertake up to 60 sessions. EEG brain imaging is conducted during the initial session and then is performed after every 5

sessions to generate a progression graph which aids in tracking individual response to the treatment over time. The EEG typically adds 4 – 8 minutes to the PrTMS® session.

Genesis is pleased to offer PrTMS® to the City of Turlock at the following rates:

PrTMS®      \$200 per session

EEG            \$250 per utilized EEG

Up to one assessment session with by Dr. Kevin T. Murphy - \$350 per person

Individuals will be provided copies of their testing upon request.

Confidentiality will be strictly maintained pursuant to all applicable laws and regulations.

## City Council Staff Report

October 22, 2024



From: Christopher Fisher, Municipal Services Director  
 Prepared by: Wayne York, Transit Manager  
 Agendized by: Sarah Eddy, Acting City Manager

### 1. ACTION RECOMMENDED:

Resolution 2024-XXX: Amending the FY 2024-25 municipal budget within Fund 426 "Transit" to complete project funding for City Project No. 22011 "Transit Midsize Bus Purchase"

Resolution 2024-XXX: Approving the purchase and delivery of seven (7) 2025 Arboc Spirit of Mobility midsize buses from Model 1 Commercial Vehicles of Chino, California, to be used as transit revenue service vehicles, purchased under the CalACT/MBTA Purchasing Cooperative RFP No. 20-01, in an amount not to exceed \$1,800,911 (Fund 426), without compliance to formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(5) (York)

### 2. DISCUSSION OF ISSUE:

City Transit staff are seeking approval from the City Council for the purchase of seven (7) new midsize buses to replace seven (7) existing midsize buses that will be reaching the end of their useful lives within the next year. The proposed vehicles, all gasoline-powered 2025 Arboc Spirit of Mobility midsize buses, would replace four (4) 2015 Ford Champion buses and three (3) 2015 Arboc Spirit of Mobility buses and would support both fixed route and paratransit service modes. These vehicles would enable Turlock Transit to maintain existing services for years to come, operate with reduced downtime due to fewer repairs (when compared to the vehicles they would replace) and assist in the transition to zero-emission technology by providing more time to focus on zero-emission infrastructure first.

The proposed vehicle is a gasoline-powered, 26' long 2025 Arboc Spirit of Mobility bus on a General Motors (GM) chassis. The vehicle "kneels" (lowers) with a deployable ramp and is fully accessible for individuals with disabilities. The vehicle contains one (1) flip seat and one (1) folding seat, allowing flexibility to accommodate up to three (3) individuals in wheelchairs.

While some of the vehicles are not currently planned for fixed route service, all vehicles will follow a standard build and include fixed-route equipment, such as a destination sign and pull cords to request a stop, allowing flexibility in the future should the vehicles be needed to support fixed route service. While the vehicle will come with most of the required equipment pre-installed, City staff plan to install some components separately, such as the air purification systems.

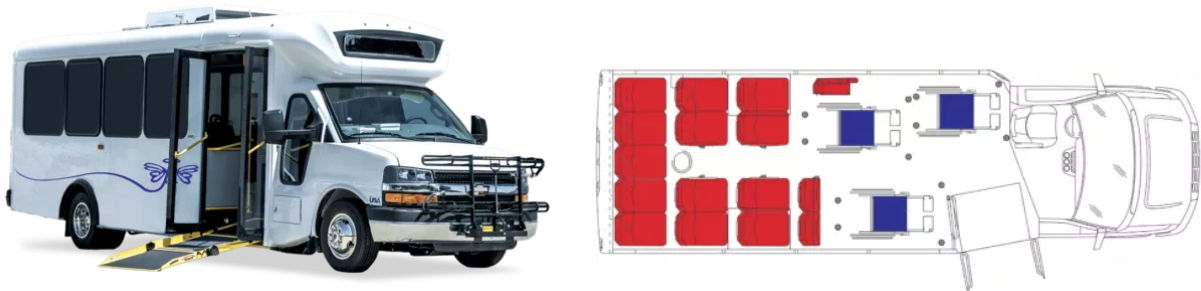
The sales quote (Exhibit A) from Model 1 Commercial Vehicles utilizes a joint purchasing cooperative (RFP No. 20-01) from the California Association for Coordinated Transportation (CalACT) and the Morongo Basin Transit Authority (MBTA). The City is a listed member within the joint procurement, allowing the City to purchase vehicles from

vendors that have gone through a competitive selection process. The proposed vehicle specifications outlined within the quote were developed in coordination with input from stakeholders including City Transit staff, City Fleet staff and contracted transit management staff. All stakeholders concurred to the proposed specifications.

In accordance with the Innovative Clean Transit (ICT) rule adopted by the California Air Resources Board (CARB) in 2018, all transit entities within the State are required to transition to zero-emission transportation technology with tiered benchmarks in place based on the size of the agency. For Turlock, this means that starting in 2026, 25% of all new transit vehicle purchases must be zero-emission, gradually increasing to 100% by 2030. Any vehicles purchased prior to these compliance targets are allowed to be used through the end of their respective useful life. This poses a variety of challenges for agencies, including:

1. It's widely recommended to install charging/fueling infrastructure first to avoid the potential of acquiring an expensive, zero-emission vehicle that can't be used.
2. While the large, heavy-duty transit market has more established and proven zero-emission vehicles, the same is not true for the midsize bus market. Rather than be forced to purchase substandard or unproven equipment, some agencies are opting to purchase traditional fuel vehicles prior to the compliance deadline to effectively extend the transition period and allow the market/industry to catch up.

If approved, City staff would prepare a purchase order and submit the order as soon as possible to the vendor after City Council approval. The anticipated production lead time is 12-15 months from the date of order. While this extended time frame is less than ideal, it's consistent with other production lead times within the industry. During that same time frame, City transit staff would acquire the additional equipment necessary for installation upon delivery.



### **3. BASIS OF RECOMMENDATION:**

A. The vehicles slated for replacement will each soon be reaching the end of their respective useful life and are due to be replaced within the next year. Each of the specified vehicles are 2015 model vehicles with a Useful Life Benchmark (ULB) of 10 years.

B. The vehicles slated to be replaced are exhibiting more and more maintenance issues, which not only reduces their operational uptime, but increases the work on City fleet maintenance staff. This uptick in maintenance issues is relayed verbally by City Fleet staff at each monthly transit operations meeting.

C. Past experiences with Arboc Spirit of Mobility vehicles have been positive, as relayed verbally to City Transit staff by City Fleet staff and contracted transit operations staff. The proposed vehicles are expected to fully meet the needs of Turlock Transit's staff and passengers through a carefully curated vehicle build that meets the needs of all stakeholders.

D. The proposed vehicle build includes enhancements, such as the LiquidSpring suspension system, that will improve the passenger experience, as well as reduce wear and tear on vehicle components, effectively extending it's useful life.

E. The proposed purchase uses a purchasing collaborative, which provides access to high-quality transit buses procured with economies of scale, while eliminating costs associated with conducting a standalone competitive procurement.

F. The proposed purchase is a standard build and similar to the build of the older Arboc Spirit of Mobility buses already in the transit fleet, which makes it easier for operational staff to deploy and for fleet maintenance staff to maintain.

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

This purchase is proposed in accordance with Turlock Municipal Code 2-7-08(b)(5) as it was procured from a "joint, cooperative, or leveraged purchasing plan that [has] been solicited and awarded on a competitive basis."

The proposed purchase will utilize funding from Fund 426 (Transit). There is no impact to the General Fund.

**Table 1: Project Costs (all vehicles)**

Item Description	Provided by	Cost
2025 Arboc Spirit of Mobility Buses	Model 1 Commercial Vehicles	\$1,800,911
Air Purification Systems	United Safety / Rensair	\$35,083
Labor: Install, Configure	City Fleet personnel	\$3,000
Labor: Project Administration	City Transit personnel	\$3,000
<b>Total Estimated Project Costs</b>		<b>\$1,841,994</b>

Given the total estimated project cost is \$1,841,994, that is \$263,142 per-vehicle.

**Table 2: Project Costs by mode (program)**

Vehicle Number	ADA Paratransit (240) 426-40-415-240-002.51261	Fixed Route (241) 426-40-415-241-002.51261
Vehicle 1	\$263,142	

Vehicle 2	\$263,142	
Vehicle 3	\$263,142	
Vehicle 4		\$263,142
Vehicle 5		\$263,142
Vehicle 6		\$263,142
Vehicle 7		\$263,142
<b>Total</b>	<b>\$789,426</b>	<b>\$1,052,568</b>

**Budget Amendment:**

The attached draft resolution would amend Fund 426 "Transit" by appropriating \$87,294 from Program 243 "Demand Response" account number 426-40-415-243-002.34083 "LTF Capital/Revenue - Deferred" and \$102,132 from Program 241 "Fixed Route" account number 426-40-415-241-002.34083 "LTF Capital/Revenue - Deferred" to Program 240 "ADA Paratransit" account number 426-40-415-240-002.51261 "LTF Capital/Revenue - Deferred", as well as appropriating \$87,294 from Program 243 "Demand Response" account number 426-40-415-243-002.51261 "Transit Bus Procurement/Inspection" and \$102,132 from Program 241 "Fixed Route" account number 426-40-415-241-002.51261 "Transit Bus Procurement/Inspection" to Program 240 "ADA Paratransit" account number 426-40-415-240-002.51261 "Transit Bus Procurement/Inspection."

**Table 3: Summary of Appropriations**

<b>Appropriation Amount</b>	<b>Transfer from (G/L)</b>	<b>Transfer to (G/L)</b>
\$87,294	426-40-415-243-002.34083 LTF Capital/Revenue - Deferred	426-40-415-240-002.34083 LTF Capital/Revenue - Deferred
\$102,132	426-40-415-241-002.34083 LTF Capital/Revenue - Deferred	426-40-415-240-002.34083 LTF Capital/Revenue - Deferred
\$87,294	426-40-415-243-002.51261 Transit Bus Procurement/Inspection	426-40-415-240-002.51261 Transit Bus Procurement/Inspection
\$102,132	426-40-415-241-002.51261 Transit Bus Procurement/Inspection	426-40-415-240-002.51261 Transit Bus Procurement/Inspection

**5. STAFF RECOMMENDATION:**

Recommend approval.

**6. CITY MANAGER COMMENTS:**

Recommend approval.

**7. ENVIRONMENTAL DETERMINATION:**

The budget amendment is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

The purchase of public transit vehicles, which reduces vehicle miles traveled in personal vehicles through the provision of a shared-ride service, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with the "common sense exception" in Section 15061(b)(3) of the CEQA Guidelines.

**8. ALTERNATIVES:**

- A. Reject the purchase of the specified vehicles and continue use of the current fleet vehicles. City staff does not recommend this approach as the current vehicles are reaching the end of their respective useful lives and are demonstrating maintenance issues at an increasing rate, which increases operational downtime and maintenance costs.
- B. Reject the purchase of the specified vehicles and direct the City Manager to conduct a procurement for replacement midsize buses. City staff does not recommend this approach because the procurement used for the proposed purchase was solicited as part of a large quantity procurement, which resulted in cost savings due to economies of scale that would likely not be replicated in a standalone procurement. In addition, there are costs associated with conducting a procurement that would be incurred when utilizing a cooperative purchase agreement.

**9. ATTACHMENTS:**

- 1. Draft Resolution - Budget Amendment
- 2. Draft Resolution - Purchase Buses
- 3. Exhibit A - Model 1 Quote

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE FY  
2024-25 MUNICIPAL BUDGET WITHIN FUND  
426 "TRANSIT" TO COMPLETE PROJECT  
FUNDING FOR CITY PROJECT NO. 22011  
"TRANSIT MIDSIZE BUS PURCHASE"

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}  
}  
}  
}  
}  
}

RESOLUTION NO. 2024-

**WHEREAS**, the City desires to purchase seven (7) 2025 Arboc Spirit of Mobility buses for use as transit revenue service vehicles and seeks to make adjustments within Fund 426 "Transit" of the FY 2024-25 municipal budget to ensure sufficient funding is allocated to the correct accounts to support the planned purchase; and

**WHEREAS**, this budget amendment is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA Guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project; and

**WHEREAS**, the following budgetary transfers shall provide sufficient funding to complete the project, to include purchase of the vehicles and related equipment:

G/L Account	Current Budget	Proposed Change	New Budget
<b><i>ADA Paratransit</i></b>			
426-40-415-240-002.34083	\$615,000	\$189,426	\$804,426
426-40-415-240-002.51261	\$600,000	\$189,426	\$789,426
<b><i>Fixed Route</i></b>			
426-40-415-241-002.34083	\$3,403,070	(\$102,132)	\$3,300,938
426-40-415-241-002.51261	\$1,154,700	(\$102,132)	\$1,052,568
<b><i>On-Demand</i></b>			
426-40-415-243-002.34083	\$950,223	(\$87,294)	\$862,929
426-40-415-243-002.51261	\$935,223	(\$87,294)	\$847,929
	Net change:	\$ -	

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby amend the FY 2024-25 municipal budget within Fund 426 "Transit" to make transfers across various accounts, as specified in the resolution, to complete project funding for City Project No. 22011 "Transit Midsize Bus Purchase."

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 22<sup>nd</sup> day of October, 2024, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE	}	RESOLUTION NO. 2024-
PURCHASE AND DELIVERY OF SEVEN (7)	}	
2025 ARBOC SPIRIT OF MOBILITY MIDSIZE	}	
BUSES FROM MODEL 1 COMMERCIAL	}	
VEHICLES OF CHINO, CALIFORNIA, TO BE	}	
USED AS TRANSIT REVENUE SERVICE	}	
VEHICLES, PURCHASED UNDER THE	}	
CALACT/MBTA PURCHASING	}	
COOPERATIVE RFP NO. 20-01, IN AN	}	
AMOUNT NOT TO EXCEED \$1,800,911,	}	
WITHOUT COMPLIANCE TO FORMAL BID	}	
PROCEDURE PURSUANT TO TURLOCK	}	
MUNICIPAL CODE SECTION 2-7-08(B)(5)	}	

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**WHEREAS**, the City desires to purchase seven (7) 2025 Arboc Spirit of Mobility buses for use as transit revenue service vehicles to replace seven (7) existing midsize buses that will be reaching the end of their useful lives within the next year; and

**WHEREAS**, the proposed purchase from Model 1 Commercial Vehicles utilizes a joint purchasing cooperative (RFP No. 20-01) from the California Association for Coordinated Transportation (CalACT) and the Morongo Basin Transit Authority (MBTA), to which the City of Turlock is a member; and

**WHEREAS**, the purchase of public transit vehicles, which reduces vehicle miles traveled in personal vehicles through the provision of a shared-ride service, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with the “common sense exception” in Section 15061(b)(3) of the CEQA Guidelines; and

**WHEREAS**, following the adoption of a separate resolution by the City Council, there is sufficient funding within Fund 426 “Transit” to fully fund all project costs.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve the purchase and delivery of seven (7) 2025 Arboc Spirit of Mobility midsize buses from Model 1 Commercial Vehicles of Chino, California, to be used as transit revenue service vehicles, purchased under the CalACT/MBTA Purchasing Cooperative RFP No. 20-01, in an amount not to exceed \$1,800,911, without compliance to formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(5).

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 22<sup>nd</sup> day of October, 2024, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

---

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



# Creative Bus Sales

14740 Ramona Avenue  
Chino, CA 91710  
888.633.8380



# Creative Bus

7471 Reese Road  
Sacramento, CA 95828  
888.633.8380

## Exhibit A

### CalACT MBTA RFP #20-01 - Class G - Quote Sheet (Rev 2022)

<b>Vehicle Type:</b>	Class G - ARBOC Specialty Vehicles	<b>Date:</b>	9/12/2024	
<b>Contact:</b>	Wayne York	<b>Ramp Info:</b>	<input checked="" type="checkbox"/> Braun <input checked="" type="checkbox"/> Front	
<b>Agency:</b>	City of Turlock	<b>Seat Material Level:</b>	Level 4	
<b>Address:</b>	1418 N. Golden State Blvd., Suite 1	<b>Seat Color:</b>	Insert #114 Gray, Box & Trim #116 Blue - Driver's seat cloth	
<b>City, State, Zip:</b>	Turlock, CA 95380	<b>Flooring and Color:</b>	Gerflor Gray	
<b>Phone:</b>	(209) 669-2800	<b>Salesperson:</b>	Jay Holzhuter	
<b>E-Mail:</b>	<a href="mailto:WYork@turlock.ca.us">WYork@turlock.ca.us</a>	<b>Salesperson Cell:</b>	(650) 222-2621	
<b>Delivery:</b>	12 - 15 Months	<b>Salesperson E-Mail:</b>	<a href="mailto:jholzhuter@model1.com">jholzhuter@model1.com</a>	
<b>Quantity:</b>	<b>Description</b>	<b>Price</b>	<b>Ext. Price</b>	<b>ADA</b>
1	ARBOC SV - Class G-1 - (Chevrolet G4500 Spirit of Mobility) 26'	\$158,422.00	\$158,422.00	\$34,500.00
<b>Published Options</b>				
1	1 - Freedman Foldaway Seat (double)	\$1,827.00	\$1,827.00	\$1,827.00
1	2 - 34"-36" Freedman Flip Seat (featherweight)	\$1,437.00	\$1,437.00	\$1,437.00
6	9 - Credit for seat delete	-\$164.00	-\$984.00	
1	12 - USSC G2 E Drivers Seat (If not standard) (N/A Transit chassis)	\$2,259.00	\$2,259.00	
1	14 - ADNIK Power Seat Base (N/A Transit chassis)	Standard	Standard	
3	26 - Additional Mobility Aid position 8100's- Slide & Click (w/tie downs)	\$890.00	\$2,670.00	\$2,670.00
3	29 - Qstraint Deluxe (8100) credit per set of 4	-\$105.00	-\$315.00	-\$315.00
1	39 - Gerflor/Tarabus floor	\$0.00	\$0.00	
1	42 - 2-Way radio prep	\$274.00	\$274.00	
1	43 - REI PA system (4 interior, 1 exterior ADA sokr)	\$698.00	\$698.00	
1	48 - Valeo - 75 (Roof Top System) (N/A Transit chassis)	\$9,067.50	\$9,067.50	
1	60 - Telma Driveline Brake Retarder (Quote required for Transit chassis)	\$13,819.00	\$13,819.00	
1	72 - Sportworks bike rack (black 2 bike)	\$3,196.00	\$3,196.00	
1	77 - Roof Vent (Transpec Advantage)	\$315.00	\$315.00	
1	87 - Farebox rail/prewire/GFI mounting plate	\$225.00	\$225.00	
1	105 - REI - 8 Camera Surveillance (2T DVR)	\$7,495.80	\$7,495.80	
1	109 - Stop Request System (w/ sign)	\$1,280.50	\$1,280.50	\$1,280.50
1	110 - Hanover Front and Side Destination Signs	\$6,103.50	\$6,103.50	\$6,103.50
1	118 - Delivery Zone 3	\$1,150.00	\$1,150.00	
<b>Non-Published Options</b>				
1	Adnik Power Seat Base	\$614.00	\$614.00	
1	Decals -All interior in English & Spanish	\$250.00	\$250.00	
1	Fresnal Lens	\$70.00	\$70.00	
1	Liquid Spring - Four Corner Suspension	\$13,500.00	\$13,500.00	
1	Plexiglass driver's barrier and containment	\$1,800.00	\$1,800.00	
4	Reflectors additional (Ship loose - 2 red, 2 amber)	\$10.00	\$40.00	\$40.00
1	Stanchion - All stanchions & grabrails powdercoated (Yellow)	\$1,000.00	\$1,000.00	
1	Standee Line - Yellow w/sign	\$50.00	\$50.00	
1	Storage - Equipment platform w/keylock	\$350.00	\$350.00	

1	Q-Sraint - Walker Storage Rack	\$525.00	\$525.00	
1	Turlock Transit Paint & Graphics	\$10,000.00	\$10,000.00	
		Class G - Base Price	\$158,422.00	
		Published Options	\$50,518.30	
		Non-Published Options	\$28,199.00	
		Total	\$237,139.30	\$47,543.00
		Doc Prep Fee	\$85.00	
		The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options	Non-Taxable	
			\$47,543.00	
		The Taxable Amount Includes the Mobility Rebate of \$1,000.00 For Ford Chassis	Taxable Amount	\$190,681.30
		Turlock*	Tax Total	\$16,446.26
				8.625%
			Sub-Total	\$253,670.56
			CalACT Fee	\$3,557.09
			DMV E-File Fee:	\$33.00
			DMV Fee	\$0.00
			Tire Fee	\$12.25
			Local Delivery	\$0.00
			Total	\$257,272.90
			Final Total	\$1,800,910.31
Purchasing of vehicles requires a CALACT membership, letter of assignment, and payment of procurement fee. If you have any questions, please contact CALACT direct at 916-920-8018				