

City Council Meeting Agenda



November 12, 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)

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

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

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

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

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item. Members of the public will be allowed 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 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, November 12, 2024**

Next City Council Resolution: 2024-165

Next Ordinance: 1322-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. Turlock Police Department Animal Services - Adoptable Pets
- B. Law Enforcement Records and Support Personnel Week (Hedden)
- C. Certificate of Appreciation - Dr. Murali Naidu (Bublak)
- D. Slate Communications - City of Turlock Communications Plan Update

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 October 11, 2024 through October 17, 2024 in the amount of \$2,215,537.18, October 18, 2024 through October 24, 2024 in the amount of \$1,841,213.16, October 25, 2024 through October 31, 2024 in the amount of \$8,404,660.94, and Investment and Cash Report for September 2024, AP EFT September 2024 in the amount of \$930,075.93
- B. Motion: Accepting the Minutes of the October 22, 2024 Regular City Council meeting
- C. Motion: Waiving Reading of All Ordinances on the Agenda, Except by Title
- D. Resolution 2024-XXX: Appropriating \$40,705 from Fund 401 unallocated reserves to Fund 401 "Airport" account number 401-10-125.51000 "Capital Improvements" to complete funding for City Project No. 24-038 "Crack Sealing at the Turlock Muni Airport FY 24-25"; determining the award of bid is exempt from the provisions of CEQA in accordance with Section 15301 of the CEQA guidelines; awarding bid and approving an Agreement with Cal Coating Asphalt,

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Inc. of Turlock, California in the amount of \$58,719.20; and authorizing a construction contingency amount of \$5,872 (10%) for construction of City Project No. 24-038 "Crack Sealing at the Turlock Muni Airport FY 24-25" to be funded by Fund 401 "Airport" (Morris)

- E. 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)
- F. Resolution 2024-XXX: Determining the Amendment No. 3 for Task Order No. 1B is exempt from provisions of CEQA in accordance with Section 15378 and approving Amendment No. 3 for Task Order No. 1B under the terms of the Master Agreement (City Contract No. 2024-112) with CCME, Inc. (Merced, California office) for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$37,684.04 to be funded by Fund 115 "Measure A – Roads" account number 115-10-115.43327 "Construction Management," for Bid Package 1 for City Project No. 23-031 as "CCME CM Task Order No. 1B for City Project No. 23-031, Bid Package 1" (Pezeshk)

8. FINAL READINGS

- A. Second and final 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-CS: 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), Second and final 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: Second and final 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

9. PUBLIC HEARINGS

- A. Approving an Out of Boundary Service Agreement for Sanitary Sewer Connection Affecting Real Property located at 1000 Mitchell Avenue, Stanislaus County APN 042-021-005 (Werner)

Recommended Action: Resolution 2024-XXX: Approving an Out of Boundary Service Agreement for Sanitary Sewer Connection Affecting Real Property located at 1000 Mitchell

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Avenue, Stanislaus County APN 042-021-005

- B. Introduction and first reading of an ordinance amending Turlock Municipal Code Title 6 (Sanitation and Health), Chapter 6-4 (Sewage Disposal), Article 4 (Fees and Charges) to add Section 6-4-409 "Sewer Service User Rate Updates" (Fisher)

Recommended Action: Ordinance 13XX-CS: Amending Turlock Municipal Code Title 6 (Sanitation and Health), Chapter 6-4 (Sewage Disposal), Article 4 (Fees and Charges) to add Section 6-4-409 "Sewer Service User Rate Updates"

- C. Authorizing the submittal of the 2023-2031 Draft Housing Element to the California Department of Housing and Community Development (HCD) for the required 90-day review period (Werner)

Recommended Action: Resolution 2024-XXX: Authorizing the submittal of the 2023-2031 Draft Housing Element to the California Department of Housing and Community Development (HCD) for the required 90-day review period

10. ACTION ITEMS

- A. Determining the project is exempt from CEQA in accordance with CEQA Guidelines Sections 15301, 15269, and 15359; and accepting improvements for City Project No. 24-046 "Emergency Repair of Farr Street Sanitary Sewer Main (Between Columbia Street and W. Main Street)" and authorizing the City Engineer to file a Notice of Completion (Fisher)

Recommended Action: Motion: Determining the project is exempt from CEQA in accordance with CEQA Guidelines Sections 15301, 15269, and 15359; and accepting improvements for City Project No. 24-046 "Emergency Repair of Farr Street Sanitary Sewer Main (Between Columbia Street and W. Main Street)" and authorizing the City Engineer to file a Notice of Completion

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.

- A. Monthly Department Reports

12. COUNCILMEMBER COMMENTS AND ANNOUNCEMENTS

13. COUNCIL ITEMS FOR FUTURE CONSIDERATION

14. CLOSED SESSION

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

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- B. 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

15. REPORTS FROM CLOSED SESSION

16. ADJOURNMENT

Agenda Item 5A

Presentation

Turlock Police Department Animal Services

Adoptable Pets



IN HONOR OF
LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL WEEK
NOVEMBER 11 - 15, 2024

WHEREAS, law enforcement agencies throughout the State depend upon law enforcement records and support personnel to provide them with vital services; and

WHEREAS, law enforcement records and support personnel are essential in helping law enforcement agencies uphold our mission to keep our community safe; and

WHEREAS, these professionals continually use their expertise and experience to assist in tracking felons, maintaining criminal statistics, record keeping, and improving apprehension strategies; and

WHEREAS, it is important to recognize California law enforcement records and support personnel for their valuable contributions to our law enforcement system; and

WHEREAS, our law enforcement records and support personnel serve our residents daily in countless ways. The work of these professional and dedicated staff members is invaluable in the public safety mission, and each of these dedicated men and women deserve our heartfelt appreciation.

NOW, THEREFORE, I, AMY BUBLAK, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim November 11 - 15, 2024, as "LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL WEEK" in the City of Turlock, and encourage all citizens of the City of Turlock to show and express appreciation for these outstanding individuals.



IN WITNESS WHEREOF, I, AMY BUBLAK, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 12th day of November, 2024.

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

Agenda Item 5C

Certificate of Appreciation

Dr. Murali Naidu

CITY OF TURLOCK

DISCOVERY REPORT



GATHERING THE DATA

5

city staff
interviews

17

external
stakeholder
meetings

2

in-person
community
conversation
workshops

53

external
communication
survey
responses
(as of 11/4/24)

AUDIENCE PROFILES



RESIDENTS



BUSINESSES



**COMMUNITY
PARTNERS**



**NON-ENGLISH
SPEAKERS**

SUMMARY OF INTERVIEWS

COMMON THEMES

- There's overall positive sentiment about the City of Turlock and the community.
- Residents feel empowered to provide input to the City and view the organization as one of many partners that can make Turlock a better place.
- Residents feel connected to each other and take pride in the community.
- Communication has improved over the last few years, but there's still room for improvement.
- There's a desire to receive more impactful and timely information from the City and not just general news or event updates.
- As an organization, the City is making a renewed investment in quality communications to ensure both immediate and long-term improvements.

SUMMARY OF INTERVIEWS

COMMON CHALLENGES

- Communication is more reactive and information isn't shared far enough in advance for the community to respond or participate.
- Communication from the City isn't segmented, so it's difficult to decipher what's beneficial to residents versus businesses.
- The City's website is difficult to navigate, and it's challenging to find information quickly.
- Most information is readily available but not always easy to find or easy to understand.
- The quality of customer service/response is inconsistent across the City organization.
- Internal communications is informal and dependent on interpersonal communication more than systemic tools. As a result, staff turnover has made internal communications challenging.

SWOT ANALYSIS

STRENGTHS

- Turlock is a close-knit community.
- There's a sense that the City and the community are moving in the same direction and have the same goals for the future of Turlock.
- The City has built positive momentum with community and business outreach efforts.

WEAKNESSES

- Communications staff is spending more energy maintaining day-to-day operations, leaving limited capacity to expand strategic communication efforts.
- Access to some communication tools and platforms are missing for current staff.
- Inconsistent communication creates an environment where residents don't know where to look for the most timely and accurate information.

SWOT ANALYSIS – CONT.

OPPORTUNITIES

- Community partners are interested and willing to collaborate to expand communication reach.
- Increase multilingual communications, especially in Spanish.
- Increase transparency by making important data easy to find and understand.
- Targeted outreach to the youth population as future engaged residents, since many choose to stay in town.

THREATS

- Approximately 45% of the population speaks a language other than English. Multilingual communication can be time-consuming and expensive, and the City doesn't currently have the tools or resources to translate all messages consistently.
- A tight-knit community means that word of mouth is still an important, although not always accurate, form of communication.
- Homelessness is a community-wide challenge that impacts residents' perceptions of City services related to safety, parks, economic development, etc.
- As a growing community, Turlock is at risk of losing its small-town feel, which is universally praised among residents.

AUDIT OF EXISTING COMMUNICATION TOOLS



**BRAND
ANALYSIS**



**SOCIAL MEDIA
AUDIT**



**WEBSITE
ANALYSIS**

KEY TAKEAWAYS

1

Residents speak positively about the City and have deep roots and pride in the community.

2

Segmenting communication messages to reach different audiences (businesses versus residents) can help improve communication reach and engagement.

3

City communication efforts should include both traditional and nontraditional communication tools and tactics to reach the City's diverse population.

4

Creating consistency in communication methods, timing, and distribution will increase the reliability and credibility of information.

5

Developing response standards and guidelines will make interactions more effective and efficient for staff and residents.



QUESTIONS?



CITY OF TURLOCK

DISCOVERY REPORT



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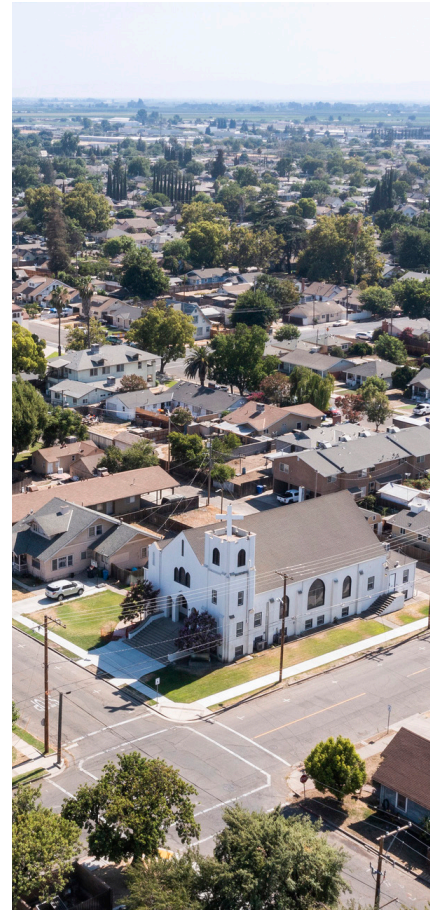


ABOUT TURLOCK

Turlock, California, is a mid-sized city located in the heart of California's Central Valley, known for its agricultural roots and a growing community atmosphere. It has a population of around 73,000 people and is the second-largest city in Stanislaus County. Historically, Turlock started as a farming town, and agriculture remains a significant part of its economy, with many surrounding farms dedicated to crops like almonds, dairy production, and other produce.

Building on its agricultural heritage, Turlock has evolved into a more diverse and modern city, with a mix of suburban neighborhoods, shopping centers, and parks. California State University, Stanislaus, located in Turlock, gives the city a vibrant, youthful energy, and there's a noticeable presence of students, which adds to the cultural diversity of the area.

Turlock's central location makes it convenient for travel to both coastal and mountain destinations in California and sits about two hours from San Francisco to the west and close to Yosemite National Park to the east.





AT A GLANCE

POPULATION:

73,631



MEDIAN AGE:

34



HOMEOWNERSHIP
RATE:

53.55%



HOUSEHOLDS:

25,660



MEDIAN HOUSEHOLD
INCOME:

\$81,595



LABOR FORCE:

36,015



EDUCATIONAL ATTAINMENT:

35.84%

OF THE POPULATION
HAVE AN ASSOCIATE'S
DEGREE OR HIGHER.



82.15%

HAVE A HIGH
SCHOOL DEGREE
OR HIGHER.

SIZE:

16.88

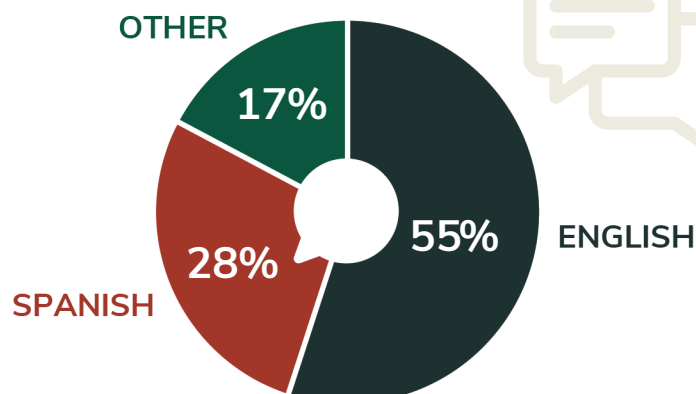
SQUARE MILES

AVERAGE
COMMUTE TIME:

21 MINUTES



LANGUAGES SPOKEN:



Data Sources:
data.census.gov
zoomprospector.com
datacommons.org



GATHERING THE DATA

Every community is different, so Slate Communications spent time in Turlock in September to experience the City firsthand. Slate met with City staff members and community stakeholders and toured the City. Additional discussions and focus groups were also conducted on Zoom.

5

CITY STAFF
INTERVIEWS

17

EXTERNAL
STAKEHOLDER
INTERVIEWS

2

IN-PERSON
COMMUNITY
CONVERSATION
WORKSHOPS

53

EXTERNAL
COMMUNICATION
SURVEY
RESPONSES

(AS OF 11/4/24)



AUDIENCE PROFILES

The City of Turlock can be segmented in various ways. Demographically, Turlock is quite diverse. The median age is 34, which is slightly lower than the state average of 37. 16.5% of the population is over 65, and 28% is under 18. Looking at different segments of our audience allows us to better understand how they prefer to receive information. The City can tailor its messaging to reach different people more effectively.

RESIDENTS

The City has many long-time residents who have deep roots in the community. The overall community makeup is very diverse in age, ethnicity, primary language(s) spoken, and socio-economic status. Both traditional and nontraditional communication tools are necessary to connect with such a diverse population.

BUSINESSES

The City is home to approximately 2,388 businesses that employ roughly 22,279 people. Different business hours require multiple opportunities and times to participate in City meetings or events. The top employment industries in Turlock are healthcare and social assistance, education, manufacturing, and retail. Individual relationships are key to keeping this audience informed.

COMMUNITY PARTNERS

The City values its many community partners, including local schools and the university, non-profit organizations, faith-based organizations, public entities and more. Many of these groups work together to share information and meet regularly to collaborate. In-person meetings and email are good tools for reaching this audience.

NON-ENGLISH SPEAKERS

45% of the population speaks a language other than English. (Note that this amount does not account for individuals who speak multiple languages and may also speak and understand English.) The City does translate some communication material into Spanish, but there are still difficulties reaching these and other speakers, and translation can cause lag time.



CURRENT COMMUNICATION TOOLS

INTERNAL

- Employee intranet
- City email
- Posters/flyers in breakroom
- Department/staff meetings
- All-staff meetings
- Staff celebrations and gatherings

EXTERNAL

- City website
- City social media accounts (Facebook, Instagram, YouTube, LinkedIn, NextDoor)
- Email notifications
- Public meetings
- News releases
- Direct mail
- Mobile app
- Online polls and surveys
- Flyers/door hangers
- Digital information boards
- Partner collaboration



SUMMARY OF INTERVIEWS

COMMON THEMES

There's overall positive sentiment about the City of Turlock and the community.

Residents feel empowered to provide input to the City and view the organization as one of many partners that can make Turlock a better place.

Residents feel connected to each other and take pride in the community.

Communication has improved over the last few years, but there's still room for improvement.

There's a desire to receive more impactful and timely information from the City and not just general news or event updates.

As an organization, the City is making a renewed investment in quality communications to ensure both immediate and long-term improvements.

COMMON CHALLENGES

Communication is more reactive and information isn't shared far enough in advance for the community to respond or participate.

Communication from the City isn't segmented, so it's difficult to decipher what's beneficial to residents versus businesses.

The City's website is difficult to navigate, and it's challenging to find information quickly.

Most information is readily available but not always easy to find or easy to understand.

The quality of customer service/response is inconsistent across the City organization.

Internal communications is informal and dependent on interpersonal communication more than systemic tools. As a result, staff turnover has made internal communications challenging.



SURVEY RESULTS

Survey results will be added once data collection is complete.



SWOT ANALYSIS

STRENGTHS

- Turlock is a close-knit community.
- The City has developed strong relationships with community organizations and is viewed as a willing partner in creating community.
- The City Council and staff are approachable and listen to residents' and businesses' concerns.
- There's a sense that the City and the community are moving in the same direction and have the same goals for the future of Turlock.
- The City's diverse population creates a welcoming community.
- The City has built positive momentum with community and business outreach efforts.
- Many families have generations worth of history in Turlock. It's not uncommon for young people who grow up here to also attend college here and choose to stay in Turlock permanently.

WEAKNESSES

- Communications staff is spending more energy maintaining day-to-day operations, leaving limited capacity to expand strategic communication efforts.
- There isn't a process for creating mini-communication strategies or plans for larger citywide projects with high community impact.
- Access to some communication tools and platforms are missing for current staff.
- Inconsistent communication creates an environment where residents don't know where to look for the most timely and accurate information.
- Customer response is inconsistent across the City, which results in issues being elevated higher than needed.

OPPORTUNITIES

- Community partners are interested and willing to collaborate to expand communication reach.
- Increase multilingual communications, especially in Spanish.
- Enhance the City's online presence with timely website, social media, Turlock app, and electronic newsletter updates.
- Improve the City's website mobile accessibility.
- Visual communication should reflect the diversity found in the community.
- Provide more targeted messaging for businesses vs residents.
- Build an understanding of the City's role in the community and the services provided.
- Increase transparency by making important data easy to find and understand.
- Targeted outreach to the youth population as future engaged residents, since many choose to stay in town.
- With senior leadership stabilizing, the City organization can set new norms for communications and customer response, ensuring that any new programs or policies are developed for the long-term and not dependent on a single person.

THREATS

- The cost of living in Turlock continues to increase.
- General lack of trust in local government.
- The potential for misinformation and negative comments to spread online by community members who don't represent the City.
- Approximately 45% of the population speaks a language other than English. Multilingual communication can be time-consuming and expensive, and the City doesn't currently have the tools or resources to translate all messages consistently.
- A tight-knit community means that word of mouth is still an important, although not always accurate, form of communication.
- Homelessness is a community-wide challenge that impacts residents' perceptions of City services related to safety, parks, economic development, etc.
- As a growing community, Turlock is at risk of losing its small town feel, which is universally praised among residents.
- As a small organization, changes in staff and skills can impact the City's willingness and ability to communicate.



BRAND ANALYSIS



LOGO

The City of Turlock's current logo is straightforward and clear. The logo is flexible and effectively used in a variety of applications (digital, print, and both large and small formats).



BRAND

The City does not have clear guidelines for the use and application of the logo. A Brand Standards document or policy is recommended and should include approved colors, fonts, and application examples. Clear brand guidelines would help with brand recognition and consistency.



TONE

The City organization prides itself on being approachable and community-oriented. The City is generally friendly and conversational on social media, but on the website, information is more sterile and bureaucratic. There is an opportunity for content on the City's website to be less formal and for the City brand to take on a more welcoming tone.



DIGITAL AUDIT

SOCIAL MEDIA AUDIT*

*Data year-to-date

CITY OF TURLOCK CITY HALL (FACEBOOK)

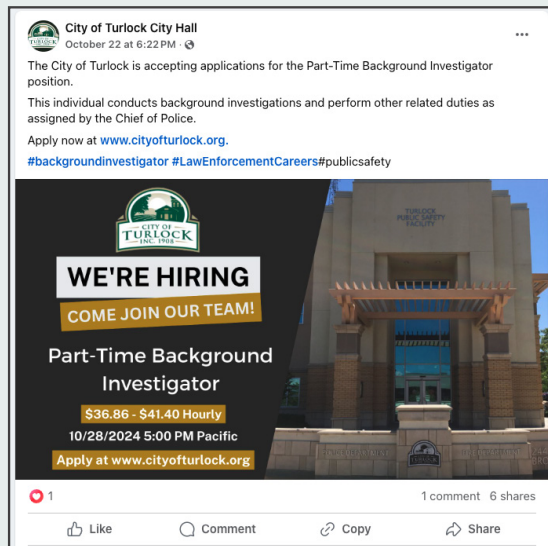


781 Followers

37.5K Reach (11% increase)

Response Time: 16 hours and 47 minutes

Top post of 2024:



CITY OF TURLOCK CITY HALL (INSTAGRAM)



3,603 Followers

234.2K Reach (989% increase)

Top post of 2024:



GENERAL OBSERVATIONS FOR CITY HALL PAGES:

- Instagram is significantly more popular than Facebook. More effort should be put into engaging with residents on Instagram.
- Post frequency on Facebook is extremely high, often with multiple posts per day. This may be decreasing reach. Consider combining posts, such as different job openings, into one post rather than multiple, individual posts.
- Posts with photos of real people (as opposed to graphics with lots of words) perform better on Facebook.

**CITY OF TURLOCK
ECONOMIC
DEVELOPMENT
(FACEBOOK)**



387 Followers (58% increase)
26.3K Reach (124% increase)

**CITY OF TURLOCK -
DEVELOPMENT
SERVICES
DEPARTMENT
(FACEBOOK)**



1,441 Followers
2.1K Reach (114% increase)

**CITY OF TURLOCK
(LINKEDIN)**

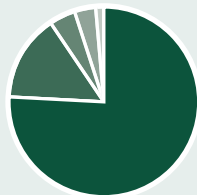


6,125 Followers
(1,563 new followers since
January 1, 2024)

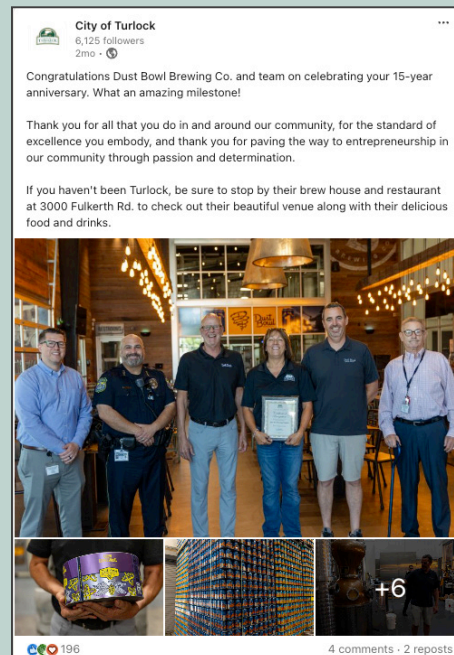
6,273 Page views
2,603 Unique visitors

FOLLOWER DEMOGRAPHICS:

- Modesto-Merced Area:
60.8%
- San Francisco Bay Area:
11.8%
- Greater Sacramento Area:
3.7%
- Los Angeles Metropolitan Area:
2.8%
- Dallas-Fort Worth Metroplex Area:
<1%



**Top post: Congratulations Dust Bowl
Brewing Co.! 8/26/24**



5,254 Impressions
327 Views
26 Clicks
50.7% Click Through Rate (CTR)



WEBSITE ANALYSIS



USER EXPERIENCE

The City's website is difficult to navigate and the overall user experience is poor. The site is not mobile-responsive and is a challenge to use on a phone. There are quite a few broken links, and a considerable amount of information is outdated. Most content on pages isn't skimmable making it difficult to find important information quickly.



ORGANIZATION

The homepage top navigation menu is hidden and difficult to find. There is some standardization with page layout on primary landing pages, but secondary and tertiary pages are poorly organized and difficult to navigate.



ACCESSIBILITY

A free accessibility scan was completed and identified 153 compliance issues across the site. The top violations included unclear links missing descriptive explanations; color and contrast impacting readability; and missing or unclear labels on form fields. There is a lot of text that is displayed over images that can't be interpreted by screen readers.



SEARCH ENGINE OPTIMIZATION

The website ranks high in search results and many top pages are listed. The website has fast upload and download speeds. More consistent use of Alt text will help improve page descriptions and SEO ranking.



KEY TAKEAWAYS

1

Residents speak positively about the City and have deep roots and pride in the community.

2

Segmenting communication messages to reach different audiences (businesses versus residents) can help improve communication reach and engagement.

3

City communication efforts should include both traditional and nontraditional communication tools and tactics to reach the City's diverse population.

4

Creating consistency in communication methods, timing, and distribution will increase the reliability and credibility of information.

5

Developing response standards and guidelines will make interactions more effective and efficient for staff and residents.

Payment Register

From Payment Date: 10/11/2024 - To Payment Date: 10/17/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
145466	10/11/2024	Open			Accounts Payable	City Management Advisors,LLC DBA Peckham& McKenney	\$24,999.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	Invoice 1		07/18/2024	Development Service Director Executive Search 7.18.2024		\$8,333.00			
	Invoice 2		07/26/2024	Development Service Director Executive Search 7.26.2024		\$8,333.00			
	Invoice 3		08/05/2024	Development Services Director - Executive Search 8.5.2024		\$8,333.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$24,999.00			
145467	10/11/2024	Open			Miscellaneous Billing Refund	Coelho, Kelley	\$1,000.00		
	<u>Customer Type</u>			<u>Customer Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Police Department				6635 10/11/2024	Overpayment Adjustment			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	998 - Due to/from Cash Clearing			998.11000 (Cash)		\$1,000.00			
145468	10/16/2024	Open			Utility Management Refund	KHOSROW MOOBED, SHIVA	\$334.48		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		676497-008	MOVE-OUT CREDIT	10/16/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$334.48			
145469	10/16/2024	Open			Utility Management Refund	PANASCI, LYNN	\$154.27		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		870455-001	MOVE-OUT CREDIT	10/16/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$154.27			
145470	10/16/2024	Open			Utility Management Refund	THIARA, JASJOT, S	\$155.90		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		598941-002	MOVE-OUT CREDIT	10/16/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$155.90			
145471	10/16/2024	Open			Utility Management Refund	TIPTON, JASON	\$426.42		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		553182-006	MOVE-OUT CREDIT	10/16/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$426.42			
145472	10/17/2024	Open			Accounts Payable	A-Z BUS SALES INC	\$174.95		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	INVCOL36404		10/09/2024	21210 GAS SHOCK FLIP SEAT		\$174.95			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	426 - Transit			426.11000 (Cash)		\$174.95			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145473	10/17/2024	Open			Accounts Payable	AMERICAN WATER WORKS ASSOCIATION	\$642.00		
	Invoice		Date	Description		Amount			
	7002252142		08/19/2024	ORLANDO GUTIERREZ MEMBERSHIP RENEWAL		\$321.00			
	7002252132		08/19/2024	CARLOS GUERRERO MEMBER RENEWAL		\$321.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$642.00			
145474	10/17/2024	Open			Accounts Payable	Animal Damage Management, Inc	\$3,982.50		
	Invoice		Date	Description		Amount			
	365423		09/25/2024	GOPHER CONTROL - SEPTEMBER 2024		\$3,982.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,092.50			
	246 - Landscape Assessment			246.11000 (Cash)		\$1,890.00			
145475	10/17/2024	Open			Accounts Payable	ASSOCIATION OF CALIFORNIA WATER AGENCIES	\$4,685.00		
	Invoice		Date	Description		Amount			
	2025 Annual Dues		09/30/2024	SRWA 2025 Annual Agency Dues		\$4,685.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$4,685.00			
145476	10/17/2024	Open			Accounts Payable	AT&T MOBILITY	\$5,592.22		
	Invoice		Date	Description		Amount			
	X10042024		09/26/2024	UT - MIFI AND IPADS		\$89.98			
	4173X08272024		08/19/2024	287310834173 / SIM CARDS FOR WQC		\$1,822.91			
	4173X09272024		09/19/2024	287310834173 / SIM CARDS FOR WQC		\$1,485.83			
	5677X08272024		08/19/2024	287262975677 / WQC/Utilities Phones/Data (8/19/24)		\$1,096.75			
	5677X09272024		09/19/2024	287262975677 / WQC/Utilities Phones/Data (9/19/24)		\$1,096.75			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$1,156.77			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,136.29			
	420 - WATER			420.11000 (Cash)		\$1,073.04			
	450 - SRWA - Operations			450.11000 (Cash)		\$226.12			
145477	10/17/2024	Open			Accounts Payable	AT&T/SBC	\$31.57		
	Invoice		Date	Description		Amount			
	PD 10/7/24		10/07/2024	Acct# 234 371-3447 543 0/ Police Dept		\$31.57			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$31.57			
145478	10/17/2024	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$70,842.50		
	Invoice		Date	Description		Amount			
	722768		07/31/2024	Legal Services July 2024		\$33,783.25			
	725216		08/31/2024	Legal Services August 2024		\$37,059.25			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$70,842.50			
145479	10/17/2024	Open			Accounts Payable	BADGER METER INC dba NATIONAL METER & AUTOMATION	\$60.00		
	Invoice		Date	Description		Amount			
	80173142		09/30/2024	ORION CELLULAR SEPT 2024		\$60.00			
	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
145480	420 - WATER			420.11000 (Cash)			\$60.00		
	10/17/2024	Open			Accounts Payable	BARNES WELDING SUPPLY	\$60.90		
	Invoice		Date	Description		Amount			
	0091663380		07/31/2024	OXYGEN & WELDING SUPPLIES		\$30.45			
	0091670476		09/30/2024	OXYGEN & WELDING SUPPLIES		\$30.45			
145481	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$60.90			
	10/17/2024	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$8,074.75		
	Invoice		Date	Description		Amount			
	CM275132		08/22/2024	84164905 RADIATOR		(\$455.89)			
145482	275875		10/04/2024	ENGINE MOUNTS		\$264.73			
	16455		09/18/2024	WT17-517 BODY DAMAGE		\$8,011.51			
	275984		10/08/2024	12708496 F-(S)COIL		\$96.29			
	276002		10/09/2024	85002132 DUCT		\$158.11			
	Paying Fund			Cash Account		Amount			
145483	110 - General Fund			110.11000 (Cash)		\$63.24			
	420 - WATER			420.11000 (Cash)		\$8,011.51			
	10/17/2024	Open			Accounts Payable	CAROLLO ENGINEERS	\$9,128.17		
	Invoice		Date	Description		Amount			
	FB55836		09/10/2024	WASTEWATER STAFFING ANALYSIS SERVICES		\$9,128.17			
145484	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$9,128.17			
	10/17/2024	Open			Accounts Payable	CCP Industries	\$611.60		
	Invoice		Date	Description		Amount			
	IN05108720		09/27/2024	PREMATEX FLAT BLUE SMOOTH		\$611.60			
145485	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$611.60			
	10/17/2024	Open			Accounts Payable	CDW LLC	\$1,499.48		
	Invoice		Date	Description		Amount			
	AA1BP3A		08/12/2024	Surface - PD		\$1,499.48			
145486	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,499.48			
	10/17/2024	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$51,565.28		
	Invoice		Date	Description		Amount			
	80781		09/03/2024	SERVICE CALL 7/24/24 - AC HAS NO POWER AT UNIT #5		\$6,614.21			
	80687		08/22/2024	SERVICE CALL - NO AC - UNIT FOR THE ADMIN SIDE		\$375.00			
	80686		08/22/2024	SERVICE CALL - NO AC - UNIT #10 & #11 TURN OFF & ON ON MUNI SIDE		\$1,410.29			
	80587		08/15/2024	SERVICE CALL - UNIT #6 ON MUNI SIDE NOT WORKING		\$1,636.77			
	80433		07/28/2024	SERVICE CALL - 3 ACS DOWN IN CITY HALL		\$1,949.56			
	80471		07/30/2024	SERVICE CALL - AIR HANDLER #1 NOT WORKING IN PSF		\$250.00			
	80696		08/22/2024	SERVICE CALL - NO AC UNIT #3 PSF		\$677.04			
	80698		08/22/2024	SERVICE CALL - SERVER ROOM AC DOWN		\$4,851.38			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	80788		09/03/2024		SERVICE CALL - NO AC IN SERVER ROOM		\$3,155.54		
	80787		09/03/2024		SERVICE CALL - CONDENSOR SHUTS OFF WHEN TEMP OUTSIDE >105 DEGREE		\$750.00		
	80325		07/23/2024		SERVICE CALL - NO AC @ HARDING DRAIN PUMP STATION		\$690.55		
	80338		07/24/2024		SERVICE CALL -AC NOT COOLING- NEED LEAK SEARCH @ ADMIN BLDG		\$1,653.26		
	80429		07/28/2024		SERVICE CALL - PUMP STATION #1 BLDG HAS NO AC		\$750.00		
	81042		09/23/2024		SERVICE CALL - AC DOWN AT PLC ELECTRICAL CABINET		\$2,842.72		
	80333		07/24/2024		SERVICE CALL - NO AC @ DAIL A RIDE BLDG		\$725.28		
	80434		07/28/2024		SERVICE CALL - NO AC @ DAIL A RIDE BLDG		\$636.68		
	80811		09/06/2024		SECTION 3 - AUGUST 2024 PM		\$2,166.00		
	80701		08/23/2024		SECTION 1 & 3 JULY PM		\$20,431.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$24,238.36		
	205 - Sports Facilities				205.11000 (Cash)		\$556.00		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$340.49		
	246 - Landscape Assessment				246.11000 (Cash)		\$340.49		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$13,557.02		
	420 - WATER				420.11000 (Cash)		\$489.00		
	426 - Transit				426.11000 (Cash)		\$1,465.00		
	501 - Information Technology				501.11000 (Cash)		\$9,694.92		
	505 - Fleet				505.11000 (Cash)		\$884.00		
145486	10/17/2024	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$1,592.53		
	Invoice		Date	Description	Amount				
	170078401100124		10/01/2024	170078401 / D. LEWIS 2014 Independence Dr. Admin Internet	\$84.98				
	170074001100124		10/01/2024	170074001 / WQC 901 S Walnut Rd	\$99.98				
	170078701100124		10/01/2024	170078701 / L. MACHADO 4304 Arcadian Dr IT Internet	\$89.99				
	170075001100124		10/01/2024	170075001 / CITY HALL 156 S Broadway #116 City Wide Internet	\$399.00				
	170073601100124		10/01/2024	170073601 / PSF TV & INTERNET 244 N Broadway	\$619.72				
	170075101100724		10/07/2024	170075101 / CITY HALL (TV Service) 156 S Broadway #112	\$298.86				
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$763.57		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$88.18		
	420 - WATER				420.11000 (Cash)		\$88.18		
	501 - Information Technology				501.11000 (Cash)		\$652.60		
145487	10/17/2024	Open			Accounts Payable	ChemScan, Inc.	\$3,632.67		
	Invoice		Date	Description	Amount				
	16601		09/23/2024	Maintenance Kit	\$3,632.67				
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,632.67		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145488	10/17/2024	Open			Accounts Payable	Chemtrade Chemicals Corp DBA Chemtrade Chemicals	\$3,714.45		
	Invoice		Date	Description		Amount			
	90159086		10/09/2024	SRWA SUPPLY AND DELIVERY OF Aluminum Sulfate 10.09.24		\$3,714.45			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$3,714.45			
145489	10/17/2024	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$1,785.00		
	Invoice		Date	Description		Amount			
	MP-9-24		09/30/2024	MONTHLY PEST CONTROL SERVICES - SEPT 2024		\$1,785.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$430.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$280.00			
	420 - WATER			420.11000 (Cash)		\$870.00			
	426 - Transit			426.11000 (Cash)		\$60.00			
	505 - Fleet			505.11000 (Cash)		\$145.00			
145490	10/17/2024	Open			Accounts Payable	COMPLIANCE FIRST LLC, Inc.	\$4,100.00		
	Invoice		Date	Description		Amount			
	3754		09/19/2024	QSD/QSP on Site Training Engineering and Muni		\$4,100.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,300.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$900.00			
	420 - WATER			420.11000 (Cash)		\$900.00			
145491	10/17/2024	Open			Accounts Payable	CONDOR EARTH TECH INC	\$351.00		
	Invoice		Date	Description		Amount			
	91180		09/15/2024	PROF. SVC FOR 8/24/24 - 9/8/24		\$351.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$351.00			
145492	10/17/2024	Open			Accounts Payable	CRIME GUARD INC	\$6,120.00		
	Invoice		Date	Description		Amount			
	27157		10/02/2024	LIVE MONITORING; DENAIR PARK; 09/01- 09/30/2024		\$840.00			
	27156		10/02/2024	LIVE MONITORING; CORP YARD; 09/01-09/30/2024		\$1,080.00			
	27155		10/02/2024	LIVE MONITORING; CENTRAL PARK; 09/01- 09/30/2024		\$1,680.00			
	27154		10/02/2024	LIVE MONITORING; BROADWAY PARK; 09/01- 09/30/2024		\$1,680.00			
	27158		10/02/2024	LIVE MONITORING; DONNELLY PARK; 09/01- 09/30/2024		\$840.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6,120.00			
145493	10/17/2024	Open			Accounts Payable	CULLIGAN INC	\$217.00		
	Invoice		Date	Description		Amount			
	09/30/2024		09/30/2024	ACCT #180900 De-ionized water for WQC Lab		\$177.00			
	Transit-9/30/24		09/30/2024	Water Softener Exchange Service for Transit 10/1/24- 10/31/24		\$40.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$177.00			

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	426 - Transit			426.11000 (Cash)			\$40.00		
145494	10/17/2024	Open			Accounts Payable	CURTIS & SONS INC, L N	\$75,327.72		
	Invoice		Date	Description		Amount			
	INV865254		09/13/2024	REPLACEMENT SAFETY GEAR QUOTE#302859		\$74,498.38			
	INV872287		10/02/2024	FLAT DRY GEAR HANGER		\$829.34			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$75,327.72			
145495	10/17/2024	Open			Accounts Payable	DELL MARKETING LP	\$29,416.38		
	Invoice		Date	Description		Amount			
	10767149529		08/20/2024	24" Monitors - Detectives		\$359.14			
	10768683700		08/28/2024	Monitors for Fire		\$359.14			
	10776055424		10/09/2024	2 Computers - Parks		\$2,465.75			
	10775377328		10/05/2024	Computer - Fire		\$935.61			
	10770994310		09/10/2024	Two 27" Monitors - WQC		\$659.23			
	10769714237		09/04/2024	Finance Computer		\$1,203.81			
	10768684203		08/29/2024	2 24" Monitors - HR		\$359.16			
	10770787344		09/10/2024	CM/CA Video Conferencing - City Attorney's Office		\$1,685.67			
	10767728401		08/23/2024	Computer Replacements		\$21,388.87			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,902.53			
	205 - Sports Facilities			205.11000 (Cash)		\$2,465.75			
	242 - Computer Replacement			242.11000 (Cash)		\$21,388.87			
	420 - WATER			420.11000 (Cash)		\$659.23			
145496	10/17/2024	Open			Accounts Payable	DYETT & BHATIA URBAN	\$76,040.80		
	Invoice		Date	Description		Amount			
	21-580-24		09/06/2024	Professional Service for July through August 2024		\$76,040.80			
	Paying Fund			Cash Account		Amount			
	271 - Development Services Grants			271.11000 (Cash)		\$76,040.80			
145497	10/17/2024	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$450.16		
	Invoice		Date	Description		Amount			
	S6256624.001		09/25/2024	ELECTRICAL SUPPLIES		\$88.02			
	S6256624.002		09/25/2024	ELECTRICAL SUPPLIES		\$241.43			
	S6256624.003		09/25/2024	ELECTRICAL SUPPLIES		\$120.71			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$450.16			
145498	10/17/2024	Open			Accounts Payable	ENTERPRISE FM TRUST	\$4,804.22		
	Invoice		Date	Description		Amount			
	FBN5156562		10/04/2024	SRWA Enterprise Leased Vehicles - October 2024		\$4,804.22			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$4,804.22			
145499	10/17/2024	Open			Accounts Payable	FASTENAL COMPANY INC	\$193.77		
	Invoice		Date	Description		Amount			
	catur194169		09/24/2024	Miscellaneous supplies for Municipal Services		\$193.77			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$193.77			

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145500	10/17/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$72.54		
	Invoice		Date	Description		Amount			
	8-648-06247		10/11/2024	SHIPPING CHARGES FOR 10/11/24		\$72.54			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$39.54			
	450 - SRWA - Operations			450.11000 (Cash)		\$33.00			
145501	10/17/2024	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	\$26,866.00		
	Invoice		Date	Description		Amount			
	5455		10/01/2024	Unarmed Security Services for Transit Center 9/1/24- 9/30/24		\$20,496.00			
	5456		10/10/2024	City Hall - September 2024		\$6,370.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6,370.00			
	426 - Transit			426.11000 (Cash)		\$20,496.00			
145502	10/17/2024	Open			Accounts Payable	GARTON TRACTOR INC	\$258.21		
	Invoice		Date	Description		Amount			
	P4983501		09/30/2024	PTO SHAFT 1MTR		\$220.81			
	P4994801		10/01/2024	EXTEND.2LB CONT		\$37.40			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$220.81			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$37.40			
145503	10/17/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$13,886.41		
	Invoice		Date	Description		Amount			
	K4I1016		09/10/2024	EPA BIOSOLIDS LIST		\$658.40			
	K4I2406		09/24/2024	WEEKLY WASTEWATER SAMPLING-AMMONIA		\$40.70			
	K4I2407		09/24/2024	DRINKING WATER WELL ANALYSIS- 123 TCP		\$328.00			
	K4I2503		09/25/2024	CORROSION CONTROL WQP MON-TERMINAL TANK PUMP STATION		\$64.00			
	K4I2504		09/25/2024	CORROSION CONTROL WQP MON-WELL 38 (FINAL EFFLUENT)		\$43.00			
	K4I1706		09/17/2024	BIOMONTHLY WASTEWATER ANALYSIS-TOTAL PHOSPHOROUS		\$46.20			
	K4I3012		09/30/2024	SENTINEL PLAN		\$418.20			
	K4I2605		09/26/2024	PRS STATION MONITORING - W24		\$738.15			
	K4I1108		09/11/2024	WELL 38 MONTHLY ANALYSIS		\$359.10			
	K4I2309		09/23/2024	SENTINEL PLAN		\$403.20			
	K4H2120		08/21/2024	BIOSOLIDS ANNUAL		\$2,244.00			
	K4H1505		08/15/2024	QUARTERLY CHRONIC BIOASSAY-C		\$6,344.00			
	K4H1506		08/15/2024	QUARTERLY ACUTE BIOASSAY		\$958.96			
	K4J0116		10/01/2024	DRINKING WATER WELL ANALYSIS 524 (PCE)		\$307.50			
	K4J0117		10/01/2024	DRINKING WATER WELL ANALYSIS NITRATE		\$32.00			
	K4J0118		10/01/2024	DRINKING WATER WELL ANALYSIS NITRATE		\$32.00			
	K4J0119		10/01/2024	DRINKING WATER WELL ANALYSIS NITRATE		\$32.00			
	K4J0120		10/01/2024	DRINKING WATER WELL ANALYSIS- 123 TCP		\$168.00			
	K4J0121		10/01/2024	DRINKING WATER WELL ANALYSIS- 123 TCP		\$328.00			
	K4J0122		10/01/2024	DRINKING WATER WELL ANALYSIS NITRATE		\$32.00			
	K4J0123		10/01/2024	DRINKING WATER WELL ANALYSIS NITRATE		\$32.00			
	K4J0124		10/01/2024	DRINKING WATER WELL ANALYSIS NITRATE		\$32.00			

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	K4J0125		10/01/2024		DRINKING WATER WELL ANALYSIS NITRATE		\$32.00		
	K4J0107		10/01/2024		MONTHLY WASTEWATER ANALYSIS THMs		\$176.00		
	K4J0202		10/02/2024		DRINKING WATER WELL ANALYSIS - ARSENIC		\$37.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$10,468.26		
	420 - WATER				420.11000 (Cash)		\$3,418.15		
145504	10/17/2024	Open			Accounts Payable	GILLIG LLC	\$19.17		
	Invoice		Date		Description		Amount		
	41228692		10/10/2024		54-56949-000 5 EA ELBOW, BULKHD, WIPER,NOZZLE,THRU SK		\$19.17		
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$19.17		
145505	10/17/2024	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$3,644.71		
	Invoice		Date		Description		Amount		
	83389		09/17/2024		SRWA 55 Gallon Bulk Oil		\$3,644.71		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$3,644.71		
145506	10/17/2024	Open			Accounts Payable	GOMES PROPANE	\$223.48		
	Invoice		Date		Description		Amount		
	12727		09/13/2024		PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$31.77		
	12721		09/09/2024		PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$41.31		
	12732		09/19/2024		PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$48.37		
	12718		09/03/2024		PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$102.03		
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$223.48		
145507	10/17/2024	Open			Accounts Payable	GRAINGER INC, W W	\$960.02		
	Invoice		Date		Description		Amount		
	9243655637		09/10/2024		ELECTRICAL SUPPLIES		\$292.63		
	9263101769		09/26/2024		SUPPLY VALVE FOR PRS STATION IN WELL 37		\$232.65		
	9268857910		10/02/2024		SRWA Supplies - Telescopic Pole 8-16'		\$51.38		
	9268857936		10/02/2024		SRWA Supplies - Adapter, cap, drill bit, wedge anchors		\$331.62		
	9266824698		10/01/2024		SRWA Supplies - Telescopic Pole 8-16'		\$51.74		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$292.63		
	420 - WATER				420.11000 (Cash)		\$232.65		
	450 - SRWA - Operations				450.11000 (Cash)		\$434.74		
145508	10/17/2024	Open			Accounts Payable	HACH COMPANY	\$1,814.41		
	Invoice		Date		Description		Amount		
	2228500		09/16/2024		LABORATORY AND PROCESS INSTRUMENT PARTS AND SERVICES		(\$614.75)		
	14181831		09/10/2024		CL2 SENSOR FOR USE AT WELL'S CL10s		\$2,429.16		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		(\$614.75)		
	420 - WATER				420.11000 (Cash)		\$2,429.16		
145509	10/17/2024	Open			Accounts Payable	HAJOCA CORPORATION	\$377.59		
	Invoice		Date		Description		Amount		
	S014041994.001		09/30/2024		PIPE & PIPE FITTINGS		\$377.59		
	Paying Fund				Cash Account		Amount		

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145510	420 - WATER			420.11000 (Cash)			\$377.59		
	10/17/2024	Open			Accounts Payable	HAWORTH INC	\$534.04		
	Invoice		Date	Description			Amount		
	3001957296		09/20/2024	OFFICE CHAIR FOR JENNIFER FIGUEROA			\$534.04		
145511	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$534.04		
	10/17/2024	Open			Accounts Payable	HCI SYSTEMS, INC	\$2,770.00		
	Invoice		Date	Description			Amount		
	I0091758		09/27/2024	SEMI ANNUAL SUPPRESSION INSPECTION @ PSF			\$800.00		
	I0085260		08/05/2024	ANNUAL ELEVATOR TEST ON 7/25/2024			\$420.00		
	I0091757		09/27/2024	SEMI ANNUAL SUPPRESSION INSPECTION @ CITY HALL			\$800.00		
	I0089447		09/10/2024	SRWA - Annual Backflow Inspection 8.27.24			\$750.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,220.00		
	501 - Information Technology			501.11000 (Cash)			\$800.00		
	950 - SRWA - JPA			950.11000 (Cash)			\$750.00		
145512	10/17/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABBLUEBOOK	\$9,014.64		
	Invoice		Date	Description			Amount		
	INV00489799		09/19/2024	LAB SUPPLIES			\$564.07		
	INV00493738		09/24/2024	LAB SUPPLIES			\$422.04		
	INV00504100		10/04/2024	LAB SUPPLIES			\$706.07		
	INV00477031		09/09/2024	PH PROBES FOR USE @ INDUSTRY MONITORING STATIONS			\$2,339.20		
	INV00478259		09/09/2024	CHLORINE DPD DISPENSER FOR TESTING			\$204.90		
	INV00473723		09/04/2024	LAB SUPPLIES			\$223.19		
	INV00476594		09/06/2024	LAB SUPPLIES			\$94.84		
	INV00476494		09/06/2024	LAB SUPPLIES			\$102.74		
	INV00485217		09/16/2024	CAP & MEMBRAN REPLACEMENT KIT FOR CL10S			\$879.87		
	INV00491137		09/23/2024	PH SENSOR FOR USE AT WELLS			\$483.38		
	INV00491165		09/23/2024	PH PROBES FOR USE AT WELL CHLORINE ANALYZERS			\$1,470.33		
	INV00487144		09/18/2024	PH PROBES FOR USE AT WELL CHLORINE ANALYZERS			\$483.38		
	INV00479277		09/10/2024	PH PROBES FOR USE AT WELL CHLORINE ANALYZERS			\$483.38		
	INV00496729		09/26/2024	SRWA supplies - Potassium Hydroxide			\$78.22		
	INV00492710		09/24/2024	SRWA supplies - Ozone Reagent			\$479.03		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,030.11		
	420 - WATER			420.11000 (Cash)			\$4,427.28		
145513	450 - SRWA - Operations			450.11000 (Cash)			\$557.25		
	10/17/2024	Open			Accounts Payable	HILMAR LUMBER INC	\$2,043.04		
	Invoice		Date	Description			Amount		
	686626		09/19/2024	WQC SUPPLIES			\$281.63		
	685763		09/13/2024	WQC SUPPLIES			\$40.46		
	687184		09/23/2024	WQC SUPPLIES			\$147.97		
	688395		10/01/2024	WQC SUPPLIES			\$94.68		

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	688391		10/01/2024	WQC SUPPLIES			\$296.38		
	688166		09/30/2024	WQC SUPPLIES			\$997.92		
	687699		09/26/2024	WQC SUPPLIES			\$54.50		
	687697		09/26/2024	WQC SUPPLIES			\$129.50		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,761.41		
	420 - WATER			420.11000 (Cash)			\$281.63		
145514	10/17/2024	Open			Accounts Payable	HILMAR READY MIX	\$344.93		
	Invoice		Date	Description			Amount		
	12829		09/11/2024	CONCRETE			\$146.71		
	12821		09/09/2024	CONCRETE - 2061 CARLETON			\$80.91		
	12857		09/26/2024	CONCRETE			\$117.31		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$227.62		
	420 - WATER			420.11000 (Cash)			\$117.31		
145515	10/17/2024	Open			Accounts Payable	Hilmar Rentals LLC	\$192.87		
	Invoice		Date	Description			Amount		
	28732		09/24/2024	WQC SUPPLIES			\$192.87		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$192.87		
145516	10/17/2024	Open			Accounts Payable	Hinderliter, de Llamas and Associates	\$10,000.00		
	Invoice		Date	Description			Amount		
	SIN043708		09/30/2024	Cannabis Management Program - September 2024			\$10,000.00		
				Services					
	Paying Fund			Cash Account			Amount		
	117 - Cannabis			117.11000 (Cash)			\$10,000.00		
145517	10/17/2024	Open			Accounts Payable	HOLT OF CALIFORNIA INC	\$1,440.46		
	Invoice		Date	Description			Amount		
	K5969401		09/30/2024	MOWER RENTAL			\$720.23		
	K5969501		09/30/2024	TRACK SKID STEER RENTAL			\$720.23		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,440.46		
145518	10/17/2024	Open			Accounts Payable	iFlow Inc.	\$1,941.84		
	Invoice		Date	Description			Amount		
	103380		09/30/2024	ITRON CABLES			\$1,941.84		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,941.84		
145519	10/17/2024	Open			Accounts Payable	Infrerra Construction Mgmt Group, Inc	\$2,176.34		
	Invoice		Date	Description			Amount		
	24104		09/30/2024	SRWA - Construction Management 2024-25 August 2024			\$2,176.34		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$2,176.34		
145520	10/17/2024	Open			Accounts Payable	JM SQUARED	\$1,944.04		
	Invoice		Date	Description			Amount		
	I24-7895		09/24/2024	WQC SUPPLIES			\$1,944.04		
	Paying Fund			Cash Account			Amount		

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145521	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,944.04		
	10/17/2024	Open			Accounts Payable	JORGENSEN & CO INC	\$205.92		
	Invoice		Date	Description		Amount			
	6155096		09/30/2024	FIRE STATION - FIRE EXT ANNUAL MAINT (5) QTY		\$40.00			
	6155097		09/30/2024	FIRE STATION - FIRE EXT ANNUAL MAINT (7) QTY		\$56.00			
	6155094		09/30/2024	ANIMAL CONTROL - FIRE EXT ANNUAL MAINT (6) QTY		\$109.92			
	Paying Fund			Cash Account		Amount			
145522	110 - General Fund			110.11000 (Cash)			\$205.92		
	10/17/2024	Open			Accounts Payable	KLEINFELDER INC	\$33,618.75		
	Invoice		Date	Description		Amount			
	001499678		09/01/2024	SR02, 24-003 Downtown PCE Groundwater Remediation-9/1/24		\$33,618.75			
	Paying Fund			Cash Account		Amount			
	423 - PCE Downtown (Prop 1 Grant)			423.11000 (Cash)			\$33,618.75		
	10/17/2024	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	\$3,257.00		
145523	Invoice		Date	Description		Amount			
	294883078		07/19/2024	OnBase Premium Training Subscription 6/17/24 - 12/16/25		\$3,257.00			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)			\$3,257.00		
	10/17/2024	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$30.62		
	Invoice		Date	Description		Amount			
	11403690		09/30/2024	Acct #9020101104 - Translation services for Police Department		\$30.62			
145524	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$30.62		
	10/17/2024	Open			Accounts Payable	Lhoist North America of Arizona, Inc.	\$9,484.75		
	Invoice		Date	Description		Amount			
	1102421301		10/04/2024	SRWA SUPPLY AND DELIVERY OF Hydrated Lime 10.04.24		\$9,484.75			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)			\$9,484.75		
145525	10/17/2024	Open			Accounts Payable	Life-Assist, Inc	\$323.41		
	Invoice		Date	Description		Amount			
	1516035		10/03/2024	PHYSIO-CONTROL EDGE		\$323.41			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$323.41		
	10/17/2024	Open			Accounts Payable	Linde Inc.	\$41,549.94		
	Invoice		Date	Description		Amount			
145526	45023070		08/31/2024	SRWA SUPPLY & DELIVERY OF LIQUID OXYGEN 8.31.24		\$5,523.60			
	45061006		09/05/2024	SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE 9.05.24		\$10,815.00			
	45177480		09/16/2024	SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE 9.16.24		\$10,388.25			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$323.41		
	10/17/2024	Open			Accounts Payable	Linde Inc.	\$41,549.94		
	Invoice		Date	Description		Amount			
145527	45023070		08/31/2024	SRWA SUPPLY & DELIVERY OF LIQUID OXYGEN 8.31.24		\$5,523.60			
	45061006		09/05/2024	SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE 9.05.24		\$10,815.00			
	45177480		09/16/2024	SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE 9.16.24		\$10,388.25			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$323.41		
	10/17/2024	Open			Accounts Payable	Linde Inc.	\$41,549.94		
	Invoice		Date	Description		Amount			

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	45406207		09/25/2024		SRWA SUPPLY & DELIVERY OF LIQUID OXYGEN		\$3,590.40		
	45517165		09/30/2024		9.25.24 SRWA SUPPLY & DELIVERY OF LIQUID CARBON		\$1,564.19		
	45648508		10/05/2024		DIOXIDE Tank Inspection SRWA SUPPLY & DELIVERY OF LIQUID CARBON		\$9,668.50		
					DIOXIDE 10.05.24				
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$41,549.94		
145528	10/17/2024	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$2,583.60		
	Invoice		Date		Description		Amount		
	52902		09/30/2024		23-031 Engineering Design Services Task Order 1 -		\$2,583.60		
					9/30/24				
	Paying Fund				Cash Account		Amount		
	115 - Measure A - Roads				115.11000 (Cash)		\$2,583.60		
145529	10/17/2024	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$744.12		
	Invoice		Date		Description		Amount		
	43933999		09/30/2024		ASPHALT		\$207.12		
	43905780		09/30/2024		ASPHALT		\$235.06		
	43978990		10/04/2024		ASPHALT		\$89.32		
	43957226		10/03/2024		ASPHALT		\$120.28		
	43992719		10/07/2024		ASPHALT		\$92.34		
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$744.12		
145530	10/17/2024	Open			Accounts Payable	MC COY TRUCK TIRE SERVICE	\$6,401.21		
						CENTER INC			
	Invoice		Date		Description		Amount		
	10163846		10/07/2024		TRA18-105800 TIRE INSTALL		\$570.00		
	10163318		10/07/2024		TIRES FOR BUSES		\$5,831.21		
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$6,401.21		
145531	10/17/2024	Open			Accounts Payable	MICROBIZ SECURITY COMPANY	\$84.00		
	Invoice		Date		Description		Amount		
	74754		10/10/2024		Remote Tech Services - panel setup		\$84.00		
	Paying Fund				Cash Account		Amount		
	501 - Information Technology				501.11000 (Cash)		\$84.00		
145532	10/17/2024	Open			Accounts Payable	Mid Valley IT	\$6,875.00		
	Invoice		Date		Description		Amount		
	202144327		07/12/2024		IT Engineering and Consulting Services - July 2024		\$6,875.00		
	Paying Fund				Cash Account		Amount		
	501 - Information Technology				501.11000 (Cash)		\$6,875.00		
145533	10/17/2024	Open			Accounts Payable	MIRACLE PLAYSYSTEMS INC	\$1,168.29		
	Invoice		Date		Description		Amount		
	F2024-0790		09/27/2024		PARTS FOR MARKLEY PARK PLAYAREA		\$1,168.29		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,168.29		
145534	10/17/2024	Open			Accounts Payable	MODESTO WINDUSTRIAL	\$3,471.49		
	Invoice		Date		Description		Amount		
	211965 01		10/03/2024		SRWA Supplies - Bushings, Fittings, Pipe		\$2,061.51		

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	211965 03		10/08/2024		SRWA Supplies - 90 deg Elbow		\$110.68		
	212138 01		10/07/2024		SRWA Supplies - Ball Valves, Channels, Clamps		\$1,299.30		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$3,471.49		
145535	10/17/2024	Open			Accounts Payable	MOTOROLA INC	\$18,206.23		
	Invoice		Date		Description		Amount		
	8281952139		08/12/2024		FIU MOBILE RADIOS QUOTE-2608114		\$18,206.23		
	Paying Fund				Cash Account		Amount		
	506 - Vehicle/Equipment Replacement				506.11000 (Cash)		\$18,206.23		
145536	10/17/2024	Open			Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	\$11,159.06		
	Invoice		Date		Description		Amount		
	IN2095376		08/02/2024		SHOULDER STRAP ASSEMBLY QUOTE#TFD053124		\$11,159.06		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$11,159.06		
145537	10/17/2024	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$494.76		
	Invoice		Date		Description		Amount		
	1410033242397		09/28/2024		5 GALLON NESTLE DRINKING WATER ELECTRICAL MAINT 8/27/24-9/26/24		\$245.29		
	14J0033309543		10/09/2024		5 Gallon water & plastic cups @ Corp Yard (9/7 - 10/5/2024)		\$249.47		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$124.72		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$62.39		
	246 - Landscape Assessment				246.11000 (Cash)		\$62.36		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$122.64		
	420 - WATER				420.11000 (Cash)		\$122.65		
145538	10/17/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$2,992.76		
	Invoice		Date		Description		Amount		
	8577-433123		10/03/2024		CTT T14310 A/C HOSE FITTING		\$7.38		
	8577-433169		10/04/2024		BALL JOINT-Credit for Orig 433139		(\$53.16)		
	8577-433185		10/04/2024		filters and ignition wires and harness-Credit for Orig 430997.42		(\$96.08)		
	8577-433224		10/04/2024		BATTERY		\$215.11		
	8577-433266		10/07/2024		GAS-MAGNUM RV SHK.		\$181.97		
	8577-433290		10/07/2024		FUEL CAP & CARBON CANISTER		\$237.61		
	8577-433297		10/07/2024		BEARINGS		\$71.95		
	8577-433307		10/07/2024		WIPER FLUID		\$86.47		
	8577-433311		10/07/2024		330-302 MOWER BLADE		\$516.62		
	8577-433312		10/07/2024		345-300 MOWER BLADE		\$218.86		
	8577-433372		10/08/2024		BATTERY-Credit for Orig 407922		(\$16.97)		
	8577-433378		10/08/2024		Neutral Safety Switch		\$55.21		
	8577-433379		10/08/2024		#10 EZ CLIP 10 EZ CLIP CAGE		\$34.23		
	8577-433403		10/08/2024		ROTORS AND PADS		\$365.43		
	8577-433480		10/09/2024		70R8211 70R9011S SPLICER		\$46.77		
	8577-433485		10/09/2024		WIPER BLADES		\$194.87		
	8577-433515		10/09/2024		U1-AGM battery		\$108.92		
	8577-433523		10/09/2024		70R9011S SPLICER		\$69.52		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	8577-433514		10/09/2024	AIR FILTER			\$11.58		
	8577-433569		10/10/2024	LOCK SET (6)			\$308.89		
	8577-433572		10/10/2024	BATTERY			\$418.58		
	8577-433582		10/10/2024	DAY 5060450 BELT			\$19.86		
	8577-433583		10/10/2024	BATTERY-Credit for Orig 433515			(\$10.86)		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,456.22		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$38.82		
	246 - Landscape Assessment			246.11000 (Cash)			(\$6.27)		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$64.92		
	420 - WATER			420.11000 (Cash)			\$15.49		
	426 - Transit			426.11000 (Cash)			\$423.58		
145539	10/17/2024	Open			Accounts Payable	NORTH AMERICA FIRE EQUIPMENT CO, INC. DBA NAFECO	\$73,807.56		
	Invoice		Date	Description			Amount		
	1301230		09/27/2024	KEY FIRE HOSE EQUIPMENT QUOTE#1266241			\$73,807.56		
	Paying Fund			Cash Account			Amount		
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			\$73,807.56		
145540	10/17/2024	Open			Accounts Payable	Northstar Chemical	\$2,771.20		
	Invoice		Date	Description			Amount		
	293072		09/24/2024	SODIUM HYDROXIDE FOR WELL 38			\$2,771.20		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$2,771.20		
145541	10/17/2024	Open			Accounts Payable	Operational Technical Services, LLC	\$7,398.00		
	Invoice		Date	Description			Amount		
	4502		10/06/2024	SRWA - Senior Operator MC 10.02.24 - 10.06.24			\$7,398.00		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$7,398.00		
145542	10/17/2024	Open			Accounts Payable	OREILLY AUTO PARTS	\$360.75		
	Invoice		Date	Description			Amount		
	2800-475843		10/07/2024	BIL 24-241755 SHOCKS			\$318.01		
	2800-476159		10/08/2024	TAILLIGHT ASSY			\$49.84		
	2800-476531		10/09/2024	MPC K8848 SWAY BAR LNK			\$20.18		
	2800-476619		10/10/2024	credit on STD RY1676 FUEL PMP RLY			(\$27.28)		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$49.84		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			(\$27.28)		
	426 - Transit			426.11000 (Cash)			\$338.19		
145543	10/17/2024	Open			Accounts Payable	OUR LADY OF THE ASSUMPTION OF THE PORTUGUESECHURCH	\$3,000.00		
	Invoice		Date	Description			Amount		
	10112024		10/11/2024	CEAG recipient (RND 2: 2024/25); Siennas Walk; 10/5/24			\$3,000.00		
	Paying Fund			Cash Account			Amount		
	120 - Tourism			120.11000 (Cash)			\$3,000.00		
145544	10/17/2024	Open			Accounts Payable	OWEN EQUIPMENT SALES	\$2,410.85		
	Invoice		Date	Description			Amount		
	00064802		09/04/2024	CURVED 18" BLADE			\$2,410.85		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145545	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,410.85		
	10/17/2024	Open			Accounts Payable	P G & E	\$560.43		
	Invoice			Date	Description		Amount		
	CITY HALL 10/7/24			10/07/2024	3254375586-5 / 156 S Broadway		\$43.85		
	FIRE#1 10/6/24			10/06/2024	3159594551-5 / 540 Marshall St		\$154.94		
	SENIOR 10/6/24			10/06/2024	2890831960-2 / 1191 Cahill St		\$104.72		
	FIRE#2 10/8/24			10/08/2024	6182877164-4 / 791 S Walnut Rd		\$33.38		
	AC 10/8/24			10/08/2024	6266210492-6 / 801 S Walnut Rd		\$8.11		
	WLNT#E 10/8/24			10/08/2024	6141210500-1 / 701 S Walnut Rd E		\$8.38		
	WQC 10/8/24			10/08/2024	6349543820-0 / 901 S Walnut Rd		\$8.38		
	WQC 10/08/24			10/08/2024	6307877156-3 / 901 S Walnut Rd		\$198.67		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$345.00		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$8.38		
145546	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$207.05		
	10/17/2024	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$14,262.63		
	Invoice			Date	Description		Amount		
	059840701-3			09/27/2024	GRIP RING		\$510.97		
	059840701			09/23/2024	FIRE HYDRANT BURY		\$8,522.88		
	059840701-2			09/26/2024	GRIP RING		\$476.91		
	059098365-12			09/23/2024	STRAIGHT GLOBE		\$1,429.78		
	059840701-1			09/24/2024	FIRE HYD BURY		\$1,287.21		
	059793765			09/03/2024	ULTRA FLEX FORD		\$597.44		
	059794804			09/03/2024	ULTRA FLEX FORD		\$814.69		
	059869474			09/30/2024	SPHERE UNBRANDED		\$622.75		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,545.85		
	420 - WATER			420.11000 (Cash)			\$11,716.78		
145547	10/17/2024	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$4,048.10		
	Invoice			Date	Description		Amount		
	113040			08/31/2024	SR04, 22-033 Water Well Wites-Hazardous Material B Plans-8/31/24		\$870.00		
	113041			08/31/2024	SR07, 23-046 Well 29 Chlorination-8/31/24		\$3,178.10		
	Paying Fund			Cash Account			Amount		
145548	420 - WATER			420.11000 (Cash)			\$4,048.10		
	10/17/2024	Open			Accounts Payable	PUMP PROS INC	\$27.00		
	Invoice			Date	Description		Amount		
	1371			09/26/2024	liquid filled pressure gauge		\$27.00		
	Paying Fund			Cash Account			Amount		
145549	420 - WATER			420.11000 (Cash)			\$27.00		
	10/17/2024	Open			Accounts Payable	REED INC, GEORGE	\$115.92		
	Invoice			Date	Description		Amount		
	100346883			10/07/2024	ASPHALT		\$115.92		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$115.92		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145550	10/17/2024	Open			Accounts Payable	ROBERTSON - BRYAN INC	\$4,139.50		
	Invoice		Date	Description		Amount			
	16382.1		08/05/2024	NPDES PERMIT COMPLIANCE SERVICES		\$4,139.50			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,139.50			
145551	10/17/2024	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$1,000.00		
	Invoice		Date	Description		Amount			
	23293		10/01/2024	FIRE - OCT 2024 CONTRACT		\$1,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,000.00			
145552	10/17/2024	Open			Accounts Payable	SEEGERS PRINTING INC	\$5,717.93		
	Invoice		Date	Description		Amount			
	144357B-IN		09/30/2024	PACKWOOD BUSINESS CARDS		\$86.90			
	0144010-IN		07/30/2024	NOTICE TO BUILDER FORMS		\$501.85			
	0144193-IN		09/10/2024	ENVELOPES		\$420.28			
	0144428-IN		09/27/2024	Free Shredding Event		\$851.62			
	0144429-IN		09/27/2024	Winter Watering Schedule		\$974.37			
	0144427-IN		09/27/2024	Embrace Turlock's Beauty		\$2,031.29			
	0144430-IN		09/27/2024	SHARPS BILL INSERT		\$851.62			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$588.75			
	120 - Tourism			120.11000 (Cash)		\$420.28			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)		\$2,882.91			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$851.62			
	420 - WATER			420.11000 (Cash)		\$974.37			
145553	10/17/2024	Open			Accounts Payable	SHARPENING SHOP	\$1,671.19		
	Invoice		Date	Description		Amount			
	429525		10/04/2024	TRIMMER LINE .095 1# DONUT RED-COMMERCIAL		\$237.89			
	429775		10/08/2024	25.4 CC PRO TORQUE TRIMMER (3X); HEDGE		\$1,363.20			
				TRIMMER BLADE CLEANER					
	428758		09/23/2024	COVER, MUFFLER; PAWL; WASHER; SPRING;		\$70.10			
				SPLINE SCREW (10X)					
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$70.10			
	246 - Landscape Assessment			246.11000 (Cash)		\$1,363.20			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$237.89			
145554	10/17/2024	Open			Accounts Payable	SIEGFRIED ENGINEERING INC	\$106,681.47		
	Invoice		Date	Description		Amount			
	48332		08/31/2024	23-033 Engineering Design Services Task Order 1- 8/31/24		\$8,165.00			
	48175		07/31/2024	23-069 Design Services for Roads CIP Task Order 2 - 7/31/24		\$48,533.35			
	48322		08/31/2024	23-069 Design Services for Roads CIP Task Order 2 - 8/31/24		\$49,983.12			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$106,681.47			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145555	10/17/2024	Open			Accounts Payable	Sloan Sakai Yeung & Wong LLP	\$18,292.50		
	Invoice		Date	Description		Amount			
	56001		08/31/2024	Sloan Sakai Services August 2024		\$18,292.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$18,292.50			
145556	10/17/2024	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	\$43,695.87		
	Invoice		Date	Description		Amount			
	23044552		09/30/2024	Traffic signal preventative maintenance and repair services		\$19,445.00			
	23044553		09/30/2024	Traffic signal preventative maintenance and repair services		\$24,250.87			
	Paying Fund			Cash Account		Amount			
	216 - Streets - Local Transportation			216.11000 (Cash)		\$43,695.87			
145557	10/17/2024	Open			Accounts Payable	STANISLAUS CO ENV RES	\$519.00		
	Invoice		Date	Description		Amount			
	478398		10/01/2024	SRWA - CUPA Environmental Permitting 7/2024 - 6/2025		\$519.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$519.00			
145558	10/17/2024	Open			Accounts Payable	STANISLAUS CO SHERIFF'S	\$95,323.52		
	Invoice		Date	Description		Amount			
	5549-A		06/30/2024	LPR Traffic Control Plans and Monthly Fees Jan-Mar 2024		\$68,728.46			
	7600		06/30/2024	LPR Monthly Fees Apr-Jun 2024		\$26,595.06			
	Paying Fund			Cash Account		Amount			
	117 - Cannabis			117.11000 (Cash)		\$95,323.52			
145559	10/17/2024	Open			Accounts Payable	STANISLAUS COUNTY DEPT	\$5,379.69		
	Invoice		Date	Description		Amount			
	3963		09/25/2024	CNG Pumped from Public Works Morgan Rd Station August 2024		\$5,379.69			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$5,379.69			
145560	10/17/2024	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$180.00		
	Invoice		Date	Description		Amount			
	MALDONADO - D2		10/08/2024	D2 APPLICATION FOR EXAM		\$65.00			
	LUGO -T1		10/08/2024	T1 APPLICATION FOR EXAM		\$50.00			
	MALDONADO -T2		10/08/2024	T2 APPLICATION FOR EXAM		\$65.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$90.00			
	420 - WATER			420.11000 (Cash)		\$90.00			
145561	10/17/2024	Open			Accounts Payable	STORER TRANSIT SYSTEMS	\$846,406.91		
	Invoice		Date	Description		Amount			
	9785T		07/31/2024	2024 Start-Up Costs		\$72,963.50			
	9771T		07/31/2024	Management and Operation of Turlock Transit Services July 2024		\$406,214.01			
	9790T		08/31/2024	Management and Operation of Turlock Transit Services August 2024		\$367,229.40			
	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
	426 - Transit			426.11000 (Cash)			\$846,406.91		
145562	10/17/2024	Open			Accounts Payable	SWRCB ACCOUNTING OFFICE	\$405.00		
	Invoice		Date	Description		Amount			
	EW-1046819		09/18/2024	WATER SYSTEM ANNUAL FEES 7/1/23 - 6/30/24		\$405.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$405.00			
145563	10/17/2024	Open			Accounts Payable	THE ARTISTIC REPERTOIRE THEATER COLLABORATION INC	\$1,000.00		
	Invoice		Date	Description		Amount			
	10192024 RND 1		10/09/2024	CEAG recipient (RND 1: 2024/25); Fall Show; 10/11 &10/12/24		\$1,000.00			
	Paying Fund			Cash Account		Amount			
	120 - Tourism			120.11000 (Cash)		\$1,000.00			
145564	10/17/2024	Open			Accounts Payable	THORSEN'S-NORQUIST, INC.	\$230.00		
	Invoice		Date	Description		Amount			
	1152196		08/29/2024	ST#31 - SNAKE DRAIN		\$230.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$230.00			
145565	10/17/2024	Open			Accounts Payable	TOM PONTON INDUSTRIES, INC	\$1,350.00		
	Invoice		Date	Description		Amount			
	30635		09/13/2024	VERIFICATION OF SIX SIEMENS 5100 W MAGMETERS		\$1,350.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,350.00			
145566	10/17/2024	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$5,000.00		
	Invoice		Date	Description		Amount			
	22252		09/30/2024	Consulting Services for September 2024		\$5,000.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,500.00			
	420 - WATER			420.11000 (Cash)		\$2,500.00			
145567	10/17/2024	Open			Accounts Payable	TURLOCK IRRIGATION DISTRICT	\$59,992.53		
	Invoice		Date	Description		Amount			
	30464		09/30/2024	SRWA - TID Commissioning Procedures & Normal Operation Sept 2024		\$59,992.53			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$59,992.53			
145568	10/17/2024	Open			Accounts Payable	Turlock Moms Club	\$2,500.00		
	Invoice		Date	Description		Amount			
	10092024 RND 2		10/09/2024	CEAG recipient (RND 2: 2024/25); Family Fun Day; 9/29/24		\$2,500.00			
	Paying Fund			Cash Account		Amount			
	120 - Tourism			120.11000 (Cash)		\$2,500.00			
145569	10/17/2024	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$126.54		
	Invoice		Date	Description		Amount			
	0002948753		09/30/2024	SRWA - 6 yard Bin Service 10/01/2024 - 10/31/2024		\$126.54			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$126.54			

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145570	10/17/2024	Open			Accounts Payable	TURLOCK SMOG LLC	\$252.00		
	Invoice		Date	Description		Amount			
	10019		10/08/2024	PK03-4844 SMOG		\$28.00			
	10020		10/08/2024	ST12-7119 SMOG		\$28.00			
	10017		10/08/2024	FLT92-87 SMOG		\$28.00			
	10021		10/08/2024	WT02-569 SMOG		\$28.00			
	10031		10/09/2024	AC13-1125 smog		\$28.00			
	10032		10/09/2024	POL15-1137 smog		\$28.00			
	10039		10/10/2024	POL16-1310 SMOG		\$28.00			
	10041		10/10/2024	POL13-1124 SMOG		\$28.00			
	10042		10/10/2024	POL13-1122 SMOG		\$28.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$168.00			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$28.00			
	420 - WATER			420.11000 (Cash)		\$56.00			
145571	10/17/2024	Open			Accounts Payable	UMR	\$968.81		
	Invoice		Date	Description		Amount			
	TOSTA NOV 2024		10/01/2024	Retiree Health Premiums November 2024		\$968.81			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$968.81			
145572	10/17/2024	Open			Accounts Payable	UNDERGROUND SERVICE ALERT	\$4,119.71		
	Invoice		Date	Description		Amount			
	1312282024		07/22/2024	2024 MEMBERSHIP		\$4,119.71			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$4,119.71			
145573	10/17/2024	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$57,943.58		
	Invoice		Date	Description		Amount			
	52461894		10/02/2024	WELL 13		\$250.65			
	52461895		10/02/2024	WELL 30		\$247.12			
	52461896		10/02/2024	WELL 31		\$511.90			
	52461898		10/02/2024	WELL 34		\$211.82			
	52461900		10/02/2024	WELL 39		\$596.62			
	52465647		10/02/2024	WELL 15		\$176.52			
	52466079		10/02/2024	WELL 27		\$723.71			
	52466080		10/02/2024	WELL 24		\$1,412.13			
	52466083		10/02/2024	WELL 38		\$2,259.40			
	52466082		10/02/2024	WELL 32		\$635.46			
	52466088		10/02/2024	WELL 40		\$353.03			
	52466087		10/02/2024	WELL 33		\$723.71			
	52466084		10/02/2024	WELL 37		\$1,041.44			
	52466086		10/02/2024	WELL 36		\$335.38			
	52466090		10/02/2024	CORP YARD		\$1,747.50			
	52466091		10/02/2024	WELL 34		\$335.38			
	52457209		09/27/2024	SODIUM HYPOCHLORITE		\$16,029.11			
	52447327		09/26/2024	SODIUM HYPOCHLORITE		\$16,241.98			
	52463475		10/01/2024	SODIUM HYPOCHLORITE		\$14,110.72			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$46,381.81			

Payment Register

From Payment Date: 10/11/2024 - To Payment Date: 10/17/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145574	420 - WATER			420.11000 (Cash)			\$11,561.77		
	10/17/2024	Open			Accounts Payable	Van Dermynen Makus Law Corporation	\$22,155.00		
	Invoice		Date	Description		Amount			
	31066		07/30/2024	Van Dermynen Makus Services July 2024		\$20,918.00			
	31306		08/30/2024	Van Dermynen Makus Services August 2024		\$1,237.00			
145575	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$22,155.00			
	10/17/2024	Open			Accounts Payable	VERIZON WIRELESS	\$2,773.98		
	Invoice		Date	Description		Amount			
	9973042399		09/03/2024	972530635-00037-UTILITY METER WELL SITES - MASTER RADIO(8/4-9/3)		\$42.41			
145576	9973042395		09/03/2024	972530635-00030 WQC (8/4-9/3)		\$494.13			
	9973042396		09/03/2024	972530635-00032 ELECTRICAL (8/4-9/3)		\$59.70			
	9973042394		09/03/2024	972530635-00029 UTILITIES (8/4-9/3)		\$1,369.72			
	9974178243		09/18/2024	642482150-00001 UTILITY WELL SITES-SIM CARD USAGE 8/19-9/18		\$521.60			
	9973042391		08/04/2024	972530635-00024 BUILDING & PLANNING (8/4-9/3)		\$244.85			
	9975461695		10/03/2024	Human Relations Verizon 9/4/2024-10/3/2024		\$41.57			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$286.42			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$553.83			
	420 - WATER			420.11000 (Cash)		\$1,933.73			
145577	10/17/2024	Open			Accounts Payable	Vestra Resources, Inc.	\$17,997.50		
	Invoice		Date	Description		Amount			
	82212-18		09/10/2024	GIS Professional Services through Sept. 2024		\$12,554.25			
	82212-19		10/10/2024	GIS Professional Services through Sept. 2024		\$5,443.25			
	Paying Fund			Cash Account		Amount			
145578	501 - Information Technology			501.11000 (Cash)		\$17,997.50			
	10/17/2024	Open			Accounts Payable	VWR INTERNATIONAL INC	\$20.01		
	Invoice		Date	Description		Amount			
	8817165075		09/23/2024	LAB SUPPLIES		\$20.01			
	Paying Fund			Cash Account		Amount			
145579	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$20.01			
	10/17/2024	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$3,334.00		
	Invoice		Date	Description		Amount			
	0339.14-2		09/16/2024	NPDES Permit Compliance Services		\$3,334.00			
	Paying Fund			Cash Account		Amount			
145579	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,334.00			
	10/17/2024	Open			Accounts Payable	Water Management Laboratories Inc	\$237.00		
	Invoice		Date	Description		Amount			
	223334		09/25/2024	ALGAE COUNT & SPECIATION / CHLOROPHYLL-A		\$237.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$237.00			

Payment Register

From Payment Date: 10/11/2024 - To Payment Date: 10/17/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145580	10/17/2024	Open			Accounts Payable	WEBSOFT DEVELOPERS, INC.	\$67,575.00		
	Invoice		Date	Description		Amount			
	INV-000638		07/01/2024	MOBILE WORK ORDER MANAGEMENT SOFTWARE SYSTEM		\$67,575.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,054.50			
	205 - Sports Facilities			205.11000 (Cash)		\$1,351.50			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$2,703.00			
	246 - Landscape Assessment			246.11000 (Cash)		\$2,703.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$29,733.00			
	420 - WATER			420.11000 (Cash)		\$27,030.00			
145581	10/17/2024	Open			Accounts Payable	WECO INDUSTRIES INC	\$421.61		
	Invoice		Date	Description		Amount			
	0054405-IN		09/30/2024	WALL ALUM TUBE W/SOFT CUFF		\$421.61			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$421.61			
145582	10/17/2024	Open			Accounts Payable	WEST YOST ASSOCIATES	\$111,502.62		
	Invoice		Date	Description		Amount			
	2060093		08/31/2024	SRWA - Program Mgmt Services for 2024-25 August 2024		\$111,502.62			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$111,502.62			
145583	10/17/2024	Open			Accounts Payable	World Oil, LLC	\$556.59		
	Invoice		Date	Description		Amount			
	1500-01123562		09/26/2024	HAZARDOUS LIQUID - 55 GL DRUM (2); 55 GAL C/T METAL DRUM		\$556.59			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$556.59			
145584	10/17/2024	Open			Accounts Payable	ZAP MFG INC	\$1,788.34		
	Invoice		Date	Description		Amount			
	9103		10/04/2024	R1-1 30" OCT SIGN D.G. W/1160 -STOP		\$1,788.34			
	Paying Fund			Cash Account		Amount			
	226 - Traffic Tax			226.11000 (Cash)		\$1,788.34			
145585	10/17/2024	Open			Accounts Payable	GONZALES, RAYMOND	\$75.00		
	Invoice		Date	Description		Amount			
	656964		09/14/2024	REIMB. FOR CAL ST UNIV. SAC - SMALL WATER TRAINING		\$75.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$75.00			
145586	10/17/2024	Open			Accounts Payable	Ortiz, Jesus Angel	\$500.00		
	Invoice		Date	Description		Amount			
	07012024		07/01/2024	TRAINING REIMBURSEMENT FOR CDL COMMERCIAL LICENSE		\$500.00			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$500.00			

Type Check Totals:

121 Transactions

\$2,215,537.18

AP - Accounts Payable Totals

Payment Register

From Payment Date: 10/11/2024 - To Payment Date: 10/17/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	121	\$2,215,537.18	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	121	\$2,215,537.18	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	121	\$2,215,537.18	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	121	\$2,215,537.18	\$0.00	
Grand Totals:				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	121	\$2,215,537.18	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	121	\$2,215,537.18	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	121	\$2,215,537.18	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	121	\$2,215,537.18	\$0.00	

Payment Register

From Payment Date: 10/18/2024 - To Payment Date: 10/24/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
145587	10/22/2024	Open			Utility Management Refund	AVELLER, ADAM	\$262.45		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		468622-003	MOVE-OUT CREDIT	10/22/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$262.45			
145588	10/22/2024	Open			Utility Management Refund	SEIVERS, TIFFANY	\$18.19		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		223085-007	MOVE-OUT CREDIT	10/22/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$18.19			
145589	10/22/2024	Open			Utility Management Refund	VELASQUEZ, ANDREW	\$114.85		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		731730-002	MOVE-OUT CREDIT	10/22/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$0.87			
	420 - WATER			420.11000 (Cash)		\$113.98			
145590	10/23/2024	Open			Accounts Payable	CANTU, IRENE	\$444.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	10.23.24PER DIEM		10/23/2024	SEWER LINE FAILURE		\$444.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$444.00			
145591	10/23/2024	Open			Accounts Payable	MILLER, NICKOLAS	\$222.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	10.23.24PER DIEM		10/23/2024	SEWER LINE FAILURE		\$222.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$222.00			
145592	10/23/2024	Open			Accounts Payable	DOMINGUEZ, DINA	\$222.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	10.23.24PER DIEM		10/23/2024	SEWER LINE FAILURE		\$222.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$222.00			
145593	10/24/2024	Open			Accounts Payable	AFLAC	\$3,644.26		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	511653		10/17/2024	INDIVIDUAL OCTOBER 2024		\$3,644.26			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$3,644.26			
145594	10/24/2024	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$1,034.70		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	INV4051		10/09/2024	ALLEGIANCE - JANITORIAL SUPPLIES		\$510.54			
	INV4132		10/16/2024	ALLEGIANCE - JANITORIAL SUPPLIES		\$340.19			
	INV3953		09/30/2024	ALLEGIANCE - JANITORIAL SUPPLIES		\$183.97			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			

Payment Register

From Payment Date: 10/18/2024 - To Payment Date: 10/24/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,034.70		
145595	10/24/2024	Open			Accounts Payable	ANV CONTRACTORS INC	\$406,221.05		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1205#1		07/30/2024		1205 Lambert Unit #1		\$66,015.00		
	1205#2		07/30/2024		1205 Lambert Unit #2		\$60,750.00		
	1205#3		07/30/2024		1205 Lambert Unit #3		\$61,020.00		
	1205#4		07/30/2024		1205 Lambert Unit #4		\$60,750.00		
	1205#5		07/30/2024		1205 Lambert Unit Exterior Unit 1 & 2		\$39,757.50		
	1205#6		07/30/2024		1205 Lambert Exterior Plumbing/Mechanical		\$6,570.00		
	1205#7		07/30/2024		1205 Lambert Exterior Unit Laundry Building		\$11,970.00		
	1205#8		07/30/2024		1205 Lambert Exterior Unit Yard		\$9,270.00		
	1205#9		07/30/2024		1205 Lambert Exterior Unit Carport/Demo/Disposal Building		\$2,160.00		
	1205#10		07/30/2024		1205 Lambert Exterior Unit		\$2,812.50		
	1205#11		07/30/2024		1205 Lambert Exterior Unit #3 & #4 Building		\$43,560.00		
	1205#12		07/30/2024		1205 Lambert Exterior #3 & #4 Yard		\$8,685.00		
	1205-19		07/30/2024		1205 Lambert Change Order #1		\$1,015.02		
	1205-20		07/30/2024		1205 Lambert Change Order #2		\$2,113.48		
	1205-21		07/30/2024		1205 Lambert Change Order #3		\$992.81		
	1205-22		07/30/2024		1205 Lambert Change Order #4		\$14,716.29		
	1205-23		07/30/2024		1205 Lambert Change Order #5		\$864.31		
	1205-24		07/30/2024		1205 Lambert Change Order #6		\$9,641.22		
	1205-25 Change 7		08/05/2024		1205 Lambert Change Order #7		\$585.29		
	1205-26 Change10		08/05/2024		1205 Lambert Change Order #10		\$612.38		
	1205-27 Change11		08/05/2024		1205 Lambert Change Order 11		\$1,164.59		
	1205-28 Change12		08/05/2024		1205 Lambert Change Order #12		\$980.66		
	1205-29		08/05/2024		1205-13 Item missed		\$215.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			\$153,124.55		
	260 - PLHA-PermanentLocalHousingAlloc			260.11000 (Cash)			\$253,096.50		
145596	10/24/2024	Open			Accounts Payable	AssetWorks Inc	\$2,090.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	SIN011267		10/21/2024		PROJECT KICKOFF & ORIENTATION - POHLI - AUGUST 2024		\$880.00		
	SIN011268		10/21/2024		PROJECT ORIENTATION - POHLI - SEPTEMBER 2024		\$1,210.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	426 - Transit			426.11000 (Cash)			\$794.20		
	505 - Fleet			505.11000 (Cash)			\$1,295.80		
145597	10/24/2024	Open			Accounts Payable	AT&T / CALNET 3	\$6,253.10		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	000022444306		10/13/2024		BAN #9391034901 (T1 LINE - 4-way split) 9/13/24-10/12/24		\$155.55		
	000022444160		10/13/2024		BAN #9391034842 / PSF Phones 2096323265 (9/13/24-10/12/24)		\$512.01		
	MULTI 10/13/24		10/13/2024		Multiple COT accounts paid on 10/24/24 (SEPT-OCT 2024)		\$4,816.91		
	000022444164		10/13/2024		BAN #9391034847 /City-wide system 2096682612957 -9/13/24-10/12/24		\$768.63		

Payment Register

From Payment Date: 10/18/2024 - To Payment Date: 10/24/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
				110.11000 (Cash)			\$5,476.97		
				205.11000 (Cash)			\$50.28		
				217.11000 (Cash)			\$6.08		
				246.11000 (Cash)			\$6.08		
				255.11000 (Cash)			\$23.87		
				410.11000 (Cash)			\$226.39		
				420.11000 (Cash)			\$91.89		
				426.11000 (Cash)			\$145.74		
				501.11000 (Cash)			\$156.05		
				505.11000 (Cash)			\$69.75		
145598	10/24/2024	Open			Accounts Payable	BOBO CONSTRUCTION INC	\$202,867.74		
	Invoice			Date	Description		Amount		
				09/30/2024	19-51B Columbia Pool Improvements Construction-9/30/24		\$202,867.74		
	Paying Fund			Cash Account			Amount		
				301.11000 (Cash)			\$202,867.74		
145599	10/24/2024	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$343.74		
	Invoice			Date	Description		Amount		
				10/15/2024	starter		\$213.84		
				10/16/2024	84494008 RETRACTOR KIT		\$129.90		
	Paying Fund			Cash Account			Amount		
				110.11000 (Cash)			\$343.74		
145600	10/24/2024	Open			Accounts Payable	CAROLLO ENGINEERS	\$5,516.25		
	Invoice			Date	Description		Amount		
				10/09/2024	123 TCP Groundwater Plume Study		\$5,516.25		
	Paying Fund			Cash Account			Amount		
				422.11000 (Cash)			\$5,516.25		
145601	10/24/2024	Open			Accounts Payable	CCME, Inc.	\$76,755.42		
	Invoice			Date	Description		Amount		
				09/30/2024	23-031 CM for Roads Task Order No.1A Bid Package 1-9/30/24		\$76,755.42		
	Paying Fund			Cash Account			Amount		
				115.11000 (Cash)			\$76,755.42		
145602	10/24/2024	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$20,079.88		
	Invoice			Date	Description		Amount		
				10/17/2024	SERVICE CALL - AC UNIT #7 FREEZING UP AT CITY HALL		\$603.19		
				10/17/2024	SERVICE CALL - NO AC IN ACID PHASE BLDG		\$666.33		
				10/17/2024	SERVICE CALL - NO AC IN ELECTRICAL BLDG#7 PLC CONTROL RM		\$3,459.65		
				10/14/2024	SERVICE CALL - NO AC IN THE MAINTENANCE SHOP		\$1,483.71		
				10/11/2024	SECTION 2 & SECTION 3 PM (SEPTEMBER 2024)		\$13,867.00		
	Paying Fund			Cash Account			Amount		
				110.11000 (Cash)			\$7,299.13		
				217.11000 (Cash)			\$370.92		
				246.11000 (Cash)			\$370.92		

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From Payment Date: 10/18/2024 - To Payment Date: 10/24/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145603	10/24/2024	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$2,260.00		
145604	10/24/2024	Open			Accounts Payable	Confluence Engineering Group LLC	\$25,509.00		
145605	10/24/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$352.16		
145606	10/24/2024	Open			Accounts Payable	Ferguson US Holdings Inc dba Ferguson Ent LLC	\$488.70		
145607	10/24/2024	Open			Accounts Payable	FRANCHISE TAX BOARD	\$2,437.74		
145608	10/24/2024	Open			Accounts Payable	GARTON TRACTOR INC	\$18.56		

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From Payment Date: 10/18/2024 - To Payment Date: 10/24/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145609	10/24/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$1,861.00		
	Invoice		Date	Description		Amount			
	K4I1103		09/11/2024	SRWA LABORATORY ANALYSIS SERVICES 9.11.24		\$229.00			
	K4I1203		09/12/2024	SRWA LABORATORY ANALYSIS SERVICES 9.12.24		\$180.00			
	K4I2408		09/24/2024	SRWA LABORATORY ANALYSIS SERVICES 9.24.24		\$45.00			
	K4I2507		09/25/2024	SRWA LABORATORY ANALYSIS SERVICES 9.25.24		\$229.00			
	K4I2603		09/26/2024	SRWA LABORATORY ANALYSIS SERVICES 9.26.24		\$180.00			
	K4I3002		09/30/2024	SRWA LABORATORY ANALYSIS SERVICES 9.30.24		\$45.00			
	K4J0203		10/02/2024	SRWA LABORATORY ANALYSIS SERVICES 10.02.24		\$229.00			
	K4J0306		10/03/2024	SRWA LABORATORY ANALYSIS SERVICES 10.03.24		\$180.00			
	K4J0704		10/07/2024	SRWA LABORATORY ANALYSIS SERVICES 10.07.24		\$45.00			
	K4J0810		10/08/2024	SRWA LABORATORY ANALYSIS SERVICES 10.08.24		\$45.00			
	K4J0909		10/09/2024	SRWA LABORATORY ANALYSIS SERVICES 10.09.24		\$229.00			
	K4J1007		10/10/2024	SRWA LABORATORY ANALYSIS SERVICES 10.10.24		\$180.00			
	K4J1405		10/14/2024	SRWA LABORATORY ANALYSIS SERVICES 10.14.24		\$45.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$1,861.00			
145610	10/24/2024	Open			Accounts Payable	GILLIG LLC	\$1,862.90		
	Invoice		Date	Description		Amount			
	41229753		10/11/2024	82-65996-055 1 EA PRESSURE REGULATOR, 3600 PSI, 125 P		\$1,406.93			
	41230922		10/15/2024	82-60186-000 12 EA ELEMENT, FILTER		\$455.97			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$1,862.90			
145611	10/24/2024	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$35,977.44		
	Invoice		Date	Description		Amount			
	84271		10/15/2024	CUST #24090 - Fuel Expense for 10/1/24 - 10/15/24		\$34,160.91			
	84195		10/14/2024	Fuel for Fire #3		\$799.12			
	84001		10/02/2024	Fuel for Fire #3		\$1,017.41			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$17,615.23			
	205 - Sports Facilities			205.11000 (Cash)		\$219.85			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$2,327.69			
	246 - Landscape Assessment			246.11000 (Cash)		\$1,687.24			
	255 - CDBG			255.11000 (Cash)		\$42.23			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$7,067.69			
	420 - WATER			420.11000 (Cash)		\$2,790.62			
	426 - Transit			426.11000 (Cash)		\$3,917.83			
	450 - SRWA - Operations			450.11000 (Cash)		\$267.66			
	505 - Fleet			505.11000 (Cash)		\$41.40			
145612	10/24/2024	Open			Accounts Payable	GOMES PROPANE	\$26.48		
	Invoice		Date	Description		Amount			
	12734		09/24/2024	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$26.48			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$26.48			
145613	10/24/2024	Open			Accounts Payable	GRAINGER INC, W W	\$882.68		
	Invoice		Date	Description		Amount			
	9276424166		10/09/2024	SRWA Supplies - Shipping Boxes		\$56.42			
	9277534542		10/10/2024	SRWA Supplies - Brush Cutter		\$185.42			

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145614	9277534559		10/10/2024		SRWA Supplies - Conduit Strap Clamps		\$24.28		
	9281557018		10/15/2024		SRWA Supplies - Hose Adapter		\$98.29		
	9282304071		10/15/2024		SRWA Supplies - Pump for Water Tote		\$518.27		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$882.68		
	10/24/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$787.07		
	Invoice		Date		Description		Amount		
	INV00512694		10/14/2024		SRWA supplies - Ozone Reagent, DPD1 sample tests		\$787.07		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$787.07		
145615	10/24/2024	Open			Accounts Payable	ITRON INC	\$6,368.31		
	Invoice		Date		Description		Amount		
	690877		10/12/2024		HOSTING SERVICE 11/1 - 11/30/24		\$3,710.79		
	690784		10/12/2024		HARDWARE MAINT 11/1/24-1/31/25		\$2,657.52		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$6,368.31		
	10/24/2024	Open			Accounts Payable	Linde Inc.	\$20,443.24		
145616	Invoice		Date		Description		Amount		
	45022978		08/31/2024		SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE 8.31.24		\$9,346.24		
	45390782		09/24/2024		SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE 9.24.24		\$11,097.00		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$20,443.24		
	10/24/2024	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$182.42		
	Invoice		Date		Description		Amount		
145617	44051999		10/11/2024		ASPHALT		\$91.59		
	44068998		10/14/2024		ASPHALT		\$90.83		
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$182.42		
	10/24/2024	Open			Accounts Payable	MME	\$539.49		
	Invoice		Date		Description		Amount		
	028270		10/16/2024		CATCH BASIN NOZZLE		\$539.49		
145618	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$539.49		
	10/24/2024	Open			Accounts Payable	MODESTO WINDUSTRIAL	\$742.20		
	Invoice		Date		Description		Amount		
	212369 01		10/11/2024		SRWA Supplies - Couplings, Clamps, Pipe, & Primer		\$742.20		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$742.20		
145620	10/24/2024	Open			Accounts Payable	MRC SMART TECHNOLOGY SOLUTIONS dba MR. COPY INC	\$8,905.95		
	Invoice		Date		Description		Amount		
	IN4303945		07/31/2024		Printer Maintenance and Management System 6/26/24 - 7/25/24		\$2,737.53		
	IN4355867		08/29/2024		Printer Maintenance and Management System 7/26/24 - 8/25/24		\$3,070.87		

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	IN4411201		09/28/2024	Printer Maintenance and Management System 8/26/24 - 9/25/24			\$3,097.55		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$7,910.96		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			\$62.58		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$609.58		
	420 - WATER			420.11000 (Cash)			\$163.61		
	501 - Information Technology			501.11000 (Cash)			\$78.00		
	505 - Fleet			505.11000 (Cash)			\$81.22		
145621	10/24/2024	Open			Accounts Payable	NBS GOVERNMENT FINANCE GROUP	\$3,014.95		
	Invoice		Date	Description		Amount			
	202409-3032		09/10/2024	Sewer Rate Engagement Services thru 8/31/24		\$3,014.95			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,014.95			
145622	10/24/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$2,892.23		
	Invoice		Date	Description		Amount			
	8577-433620		10/11/2024	ROTORS AND PADS		\$207.72			
	8577-433631		10/11/2024	ROTORS AND PADS		\$161.23			
	8577-433635		10/11/2024	650-4710 #10 EZ-CLIP HOSE 50FT		\$328.83			
	8577-433636		10/11/2024	YPP ECC1013 FUEL TNK PR SNSR		\$70.38			
	8577-433651		10/11/2024	battery		\$209.29			
	8577-433655		10/11/2024	AIR FILTER		\$10.08			
	8577-433661		10/11/2024	DEF FLUID		\$108.52			
	8577-433673		10/11/2024	BATTERY-Credit for Orig 433651		(\$23.90)			
	8577-433709		10/11/2024	70R9401S #10 FEMALE O-RING FITTING		\$17.89			
	8577-433802		10/14/2024	FILTERS		\$48.66			
	8577-433801		10/14/2024	FILTERS		\$358.63			
	8577-433874		10/15/2024	BATTERY		\$209.29			
	8577-433876		10/15/2024	FILTERS		\$27.50			
	8577-433916		10/16/2024	BATTERY		\$277.90			
	8577-433938		10/16/2024	AIR FILTER		\$24.00			
	8577-433967		10/16/2024	BATTERY-Credit for Orig 433874		(\$23.90)			
	8577-433968		10/16/2024	BATTERY-Credit for Orig 429447		(\$23.90)			
	8577-433969		10/16/2024	BATTERY-Credit for Orig 420250		(\$23.90)			
	8577-433991		10/17/2024	810-95122B 810-96741B Suspension Control Arm K6534 Idler Arm		\$501.48			
	8577-433993		10/17/2024	00250 PRIME DEF FLUID 2.5GAL		\$217.03			
	8577-434000		10/17/2024	CUS 23390 TAPE HOOK & LOOP		\$6.29			
	8577-434037		10/17/2024	FC-1061 FUEL CAP		\$26.06			
	8577-434044		10/17/2024	BATTERY		\$177.05			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$854.19			
	205 - Sports Facilities			205.11000 (Cash)		\$185.39			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$239.65			
	246 - Landscape Assessment			246.11000 (Cash)		\$27.50			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$297.35			
	420 - WATER			420.11000 (Cash)		\$56.56			
	426 - Transit			426.11000 (Cash)		\$1,231.59			

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145623	10/24/2024	Open			Accounts Payable	Northstar Chemical	\$7,434.85		
	Invoice		Date	Description		Amount			
	293190		09/30/2024	FERRIC CHLORIDE FOR WATER WELL #38		\$6,028.25			
	293191		10/08/2024	FERRIC CHLORIDE FOR WATER WELL #38		\$1,406.60			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$7,434.85			
145624	10/24/2024	Open			Accounts Payable	NV5 INC.	\$7,566.25		
	Invoice		Date	Description		Amount			
	000000403133		07/31/2024	18-67 Materials Testing and Inspection Services-7/31/24		\$7,566.25			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$7,566.25			
145625	10/24/2024	Open			Accounts Payable	Operational Technical Services, LLC	\$4,110.00		
	Invoice		Date	Description		Amount			
	4515		10/09/2024	SRWA - Senior Operator MC 10.07.24 - 10.09.24		\$4,110.00			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$4,110.00			
145626	10/24/2024	Open			Accounts Payable	OREILLY AUTO PARTS	\$53.44		
	Invoice		Date	Description		Amount			
	2800-478274		10/15/2024	PRE K700537 SWAY LINK KT		\$26.72			
	2800-479082		10/17/2024	PRE K700537 SWAY LINK KT		\$26.72			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$53.44			
145627	10/24/2024	Open			Accounts Payable	OWEN EQUIPMENT SALES	\$2,347.81		
	Invoice		Date	Description		Amount			
	00064756		08/29/2024	HOSE SUCTION		\$2,347.81			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,347.81			
145628	10/24/2024	Open			Accounts Payable	P G & E	\$15,752.03		
	Invoice		Date	Description		Amount			
	701 WLNT10/10/24		10/10/2024	6224543828-8 / 701 S Walnut Rd		\$111.20			
	CNG 10/10/24		10/10/2024	8466606707-3 / 901 S Walnut Rd CNG		\$2,912.32			
	WLNT#A 10/10/24		10/10/2024	3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station		\$11,281.40			
	FIRE#4 10/11/24		10/11/2024	7556584382-0 / 2820 N Walnut-Fire #4		\$33.19			
	PSF 10/10/24		10/10/2024	8391988340-1 / 244 N Broadway-PSF		\$1,394.96			
	TRANSIT210/10/24		10/10/2024	9448303839-7 / 1418 N Golden State Blvd Ste 2		\$11.12			
	TRANSIT110/10/24		10/10/2024	0913752739-7 / 1418 N Golden State Blvd Ste 1		\$7.84			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,428.15			
	426 - Transit			426.11000 (Cash)		\$11,300.36			
	505 - Fleet			505.11000 (Cash)		\$3,023.52			
145629	10/24/2024	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$24,924.88		
	Invoice		Date	Description		Amount			
	059879232-1		10/07/2024	RUBBER RING GASKET		\$92.61			
	059879232		10/03/2024	ABS PIPE		\$12,081.62			
	059879232-2		10/09/2024	RUBBER HYDRANT GASKET		\$191.62			
	059827798-1		10/04/2024	INPLANT DRAIN PUMP STATION		\$12,559.03			

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145630	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$14,144.96			
	420 - WATER			420.11000 (Cash)		\$10,779.92			
	10/24/2024	Open			Accounts Payable	PAUL'S GLASS CO	\$496.12		
145631	Invoice			Date	Description	Amount			
	36292		07/18/2024		CITY HALL WINDOW FILM REPAIRS	\$496.12			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$496.12			
145632	10/24/2024	Open			Accounts Payable	Petrulakis Law & Advocacy, APC	\$5,677.31		
	Invoice			Date	Description	Amount			
	2923		10/10/2024		Subcontracted Legal Counsel 10/10/24	\$5,677.31			
	Paying Fund			Cash Account		Amount			
145633	110 - General Fund			110.11000 (Cash)		\$5,677.31			
	10/24/2024	Open			Accounts Payable	PODS ENTERPRISES, LLC	\$228.10		
	Invoice			Date	Description	Amount			
	PODS008262437		10/14/2024		Monthly Rental @ 701 S. Walnut (10/14-11/13/2024)	\$228.10			
145634	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$228.10			
	10/24/2024	Open			Accounts Payable	PRICE FORD OF TURLOCK INC	\$216.00		
	Invoice			Date	Description	Amount			
145635	99042		10/11/2024		POL21-1361 REPAIR	\$216.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$216.00			
	10/24/2024	Open			Accounts Payable	PUMP PROS INC	\$2,051.19		
145636	Invoice			Date	Description	Amount			
	1402		10/14/2024		6" ULTRA FLEX COUP	\$2,051.19			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,051.19			
145637	10/24/2024	Open			Accounts Payable	QUICKSCORES LLC	\$455.00		
	Invoice			Date	Description	Amount			
	242273		10/15/2024		Fall Adult Softball website services	\$455.00			
	Paying Fund			Cash Account		Amount			
145638	110 - General Fund			110.11000 (Cash)		\$455.00			
	10/24/2024	Open			Accounts Payable	R3 Consulting Group, Inc.	\$2,476.25		
	Invoice			Date	Description	Amount			
	123724		10/02/2024		ON CALL SOLID WASTE	\$2,476.25			
145639	Paying Fund			Cash Account		Amount			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)		\$2,476.25			
	10/24/2024	Open			Accounts Payable	RECOLOGY GROVER	\$9,680.32		
	Invoice			Date	Description	Amount			
145640	00227923/RI		09/30/2024		PLAYGROUND FIBER	\$2,213.78			
	00227888/RI		09/30/2024		PLAYGROUND FIBER (pt. 2 of load)	\$7,466.54			
	Paying Fund			Cash Account		Amount			
	301 - Capital Improvements			301.11000 (Cash)		\$9,680.32			
145641	10/24/2024	Open			Accounts Payable	REED INC, GEORGE	\$217.71		
	Invoice			Date	Description	Amount			
	100347523		10/11/2024		ASPHALT	\$107.97			

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145639	100347674		10/14/2024	ASPHALT			\$109.74		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$217.71		
	10/24/2024	Open			Accounts Payable	ROBBINS, BROWNING, GODWIN & MARCHINI LLP	\$90.00		
145640	Invoice		Date	Description			Amount		
	71958		09/26/2024	Special Counsel Legal Services - 9-26-24			\$90.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$90.00		
145641	10/24/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$596.17		
	Invoice		Date	Description			Amount		
	3039152806		10/17/2024	LJ6Z13404E:FRD LAMP ASY - REAR, STOP AND FLAS			\$596.17		
	Paying Fund			Cash Account			Amount		
145642	110 - General Fund			110.11000 (Cash)			\$596.17		
	10/24/2024	Open			Accounts Payable	SEEGERS PRINTING INC	\$1,082.99		
	Invoice		Date	Description			Amount		
	0144373-IN		09/30/2024	LEAF PICKUP PROGRAM MAILERS (2024)			\$1,082.99		
145643	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,082.99		
	10/24/2024	Open			Accounts Payable	SHARPENING SHOP	\$352.26		
	Invoice		Date	Description			Amount		
145644	428930		09/25/2024	MAXI-CUT & PRO MAXI CUT BLADES (12 PER PACKAGE)			\$37.26		
	430300		10/17/2024	SHARPENING -PAS HCA ATTACHMENT			\$315.00		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$315.00		
145645	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$37.26		
	10/24/2024	Open			Accounts Payable	SHI International Corp.	\$20,000.00		
	Invoice		Date	Description			Amount		
	B17919010		01/31/2024	City Mobile App - Invoice B17919010			\$20,000.00		
145646	Paying Fund			Cash Account			Amount		
	119 - American Rescue Plan Act			119.11000 (Cash)			\$17,900.00		
	426 - Transit			426.11000 (Cash)			\$2,100.00		
	10/24/2024	Open			Accounts Payable	SOUTHERN TIRE MART	\$2,726.47		
145647	Invoice		Date	Description			Amount		
	7320014254		10/14/2024	tires for vehicles			\$2,189.55		
	7320014256		10/14/2024	tires for vehicles			\$536.92		
	Paying Fund			Cash Account			Amount		
145648	110 - General Fund			110.11000 (Cash)			\$2,726.47		
	10/24/2024	Open			Accounts Payable	STANISLAUS CO ENV RES	\$7,611.00		
	Invoice		Date	Description			Amount		
	478319		10/01/2024	FAC00030 / WELL 32			\$286.00		
145649	478320		10/01/2024	FAC00031 / WELL 30			\$286.00		
	478322		10/01/2024	FAC00033 / WELL 34			\$286.00		
	478297		10/01/2024	FAC00005 / WELL 20			\$286.00		
	478298		10/01/2024	FAC00006 / WELL 33			\$286.00		

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	478416		10/01/2024	FAC00339 / WELL 8			\$286.00		
	478264		10/01/2024	FAC00788/WELL 38			\$370.00		
	478479		10/01/2024	FAC00425 / WELL 29			\$146.00		
	478508		10/01/2024	FAC00455 / TERMINAL TANK			\$172.00		
	478296		10/01/2024	FAC00004 / WELL 37			\$286.00		
	478318		10/01/2024	FAC00029 / WELL 15			\$286.00		
	478321		10/01/2024	FAC00032 / WELL 22			\$286.00		
	478312		10/01/2024	FAC00023 / EAST TANK			\$286.00		
	478300		10/01/2024	FAC00008/ WELL 24			\$286.00		
	478313		10/01/2024	FAC00024 / WELL 40			\$286.00		
	478301		10/01/2024	FAC00009/ WELL 27			\$286.00		
	478314		10/01/2024	FAC00025 / KILROY			\$286.00		
	478315		10/01/2024	FAC00026/ WELL 36			\$286.00		
	478316		10/01/2024	FAC00027 / WELL 35			\$286.00		
	478317		10/01/2024	FAC00028 / FULKERTH TANK			\$286.00		
	478302		10/01/2024	FAC00010 / WELL31			\$286.00		
	478295		10/01/2024	FAC00003 / WELL 39			\$286.00		
	478299		10/01/2024	FAC00007/ WELL 13			\$286.00		
	476688		10/01/2024	FA00000937 - CORP YARD			\$1,203.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$6,809.00		
	505 - Fleet			505.11000 (Cash)			\$802.00		
145646	10/24/2024	Open			Accounts Payable	STITCH QUEEN	\$2,430.42		
	Invoice		Date	Description			Amount		
	627		09/23/2024	SRWA Supplies - SRWA Sweatshirts & Polos			\$2,430.42		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$2,430.42		
145647	10/24/2024	Open			Accounts Payable	STOMMEL INC DBA LEHR	\$1,835.60		
	Invoice		Date	Description			Amount		
	SI110491		10/11/2024	FIRE ATV PARTS			\$1,835.60		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,835.60		
145648	10/24/2024	Open			Accounts Payable	STORER TRANSIT SYSTEMS	\$345,690.32		
	Invoice		Date	Description			Amount		
	9815T		10/21/2024	Management and Operation of Turlock Transit Services Sept 2024			\$345,690.32		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$345,690.32		
145649	10/24/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$405.35		
	Invoice		Date	Description			Amount		
	101224BECCHETTI		10/17/2024	10122024 PAYROLL WITHHOLDING			\$405.35		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$405.35		
145650	10/24/2024	Open			Accounts Payable	T I D	\$330,718.64		
	Invoice		Date	Description			Amount		
	083201 - OCT 24		10/09/2024	ACC#0832010000 - OCT 2024			\$10,272.83		
	183201 - OCT 24		10/10/2024	ACC#1832010000 - OCT 2024			\$4,727.08		
	283201 - OCT 24		10/10/2024	ACC#2832010000 - OCT 2024			\$15,754.92		

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From Payment Date: 10/18/2024 - To Payment Date: 10/24/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	383201 - OCT 24		10/09/2024	ACC#3832010000 - OCT 2024			\$4,092.64		
	483201 - OCT 24		10/10/2024	ACC#4832010000 - OCT 2024			\$181,296.38		
	683201 - OCT 24		10/09/2024	ACC#6832010000 - OCT 2024			\$5,295.63		
	773201 - OCT 24		10/09/2024	ACC#7732010000 - OCT 2024			\$11,564.98		
	873201 - OCT 24		10/09/2024	ACC#8732010000 - OCT 2024			\$9,584.93		
	973201 - OCT 24		10/10/2024	ACC#9732010000 - OCT 2024			\$88,129.25		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$28,909.13		
	205 - Sports Facilities			205.11000 (Cash)			\$3,417.90		
	216 - Streets - Local Transportation			216.11000 (Cash)			\$27,051.13		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$92.92		
	246 - Landscape Assessment			246.11000 (Cash)			\$13,581.14		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$153,637.19		
	416 - Recycled Water Sales			416.11000 (Cash)			\$5,008.03		
	420 - WATER			420.11000 (Cash)			\$95,558.12		
	426 - Transit			426.11000 (Cash)			\$1,589.88		
	505 - Fleet			505.11000 (Cash)			\$1,873.20		
145651	10/24/2024	Open			Accounts Payable	TANK TOWN MEDIA LLC	\$240.00		
	Invoice		Date	Description			Amount		
	92714		10/11/2024	Asset Analyst Ad 10/11/2024-10/18/2024			\$240.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$72.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$84.00		
	420 - WATER			420.11000 (Cash)			\$84.00		
145652	10/24/2024	Open			Accounts Payable	TID	\$10,799.98		
	Invoice		Date	Description			Amount		
	30462		09/30/2024	REIMBURSE IMPROVMENT DISTRICTS - STORM DRAIN			\$10,799.98		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$10,799.98		
145653	10/24/2024	Open			Accounts Payable	TOLAR MANUFACTURING CO	\$38,907.02		
	Invoice		Date	Description			Amount		
	15392		09/24/2024	PV Stop Lights for Bus Stops			\$38,907.02		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$38,907.02		
145654	10/24/2024	Open			Accounts Payable	Tracy Grading & Paving Inc.	\$48,794.85		
	Invoice		Date	Description			Amount		
	PP2/CP 19-48		09/30/2024	19-48 Sewer Replacement Alley Behind 147 S Broadway St-9/30/24			\$48,794.85		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$48,794.85		
145655	10/24/2024	Open			Accounts Payable	Trillium Solutions, Inc.	\$6,820.00		
	Invoice		Date	Description			Amount		
	INVTR00302		09/25/2023	Annual Subscription 07/01/23 - 06/30/24			\$6,820.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$6,820.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145656	10/24/2024	Open			Accounts Payable	TURLOCK JOURNAL	\$784.00		
	Invoice		Date	Description		Amount			
	379589		10/06/2024	Public Notice for 11/7/2024 PC Meeting		\$184.00			
	378841		09/30/2024	Winter Watering Schedule		\$600.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$184.00			
	420 - WATER			420.11000 (Cash)		\$600.00			
145657	10/24/2024	Open			Accounts Payable	TURLOCK SENIOR CITIZENS	\$2,500.00		
	Invoice		Date	Description		Amount			
	10172024 RND 2		10/17/2024	CEAG recipient (RND 2: 2024/25); Open House; Spring of '25		\$2,500.00			
	Paying Fund			Cash Account		Amount			
	120 - Tourism			120.11000 (Cash)		\$2,500.00			
145658	10/24/2024	Open			Accounts Payable	TURLOCK SMOG LLC	\$168.00		
	Invoice		Date	Description		Amount			
	10051		10/11/2024	POL14-1142 SMOG		\$28.00			
	10054		10/11/2024	POL16-1307 SMOG		\$28.00			
	10066		10/14/2024	POL15-1138 smog		\$28.00			
	10068		10/14/2024	POL11-1294 SMOG		\$28.00			
	10085		10/16/2024	FLT13-91 SMOG		\$28.00			
	10099		10/17/2024	POL16-1145 SMOG		\$28.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$140.00			
	505 - Fleet			505.11000 (Cash)		\$28.00			
145659	10/24/2024	Open			Accounts Payable	TYLER TECHNOLOGIES INC.	\$2,145.00		
	Invoice		Date	Description		Amount			
	045-486090		10/17/2024	Time & Attendance Training		\$390.00			
	025-482813		06/30/2024	BIWEEKLY TRANSITION APR 2023-OCT 2023		\$1,365.00			
	045-486795		06/30/2024	Time & Attendance Training June 2024		\$390.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,145.00			
145660	10/24/2024	Open			Accounts Payable	UNITED SITE SERVICES OF CALIFORNIA, INC.	\$141.68		
	Invoice		Date	Description		Amount			
	114-13946960		10/09/2024	PEDRETTI PORTABLE RESTROOMS; 10/08 - 11/04/2024		\$141.68			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$141.68			
145661	10/24/2024	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$7,344.45		
	Invoice		Date	Description		Amount			
	52487828		10/11/2024	SRWA Supply & Del. Of Calcium Thio, 10.11.24		\$7,344.45			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$7,344.45			

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From Payment Date: 10/18/2024 - To Payment Date: 10/24/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145662	10/24/2024	Open			Accounts Payable	Vestis Group Inc DBA Vestis Services LLC	\$4,885.23		
	Invoice		Date	Description		Amount			
	9/30/24		09/30/2024	UNIFORM RENTAL & LAUNDRY SERVICES - SEPTEMBER 2024		\$4,885.23			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,456.44			
	205 - Sports Facilities			205.11000 (Cash)		\$146.12			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$212.68			
	246 - Landscape Assessment			246.11000 (Cash)		\$328.02			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,488.19			
	420 - WATER			420.11000 (Cash)		\$346.99			
	426 - Transit			426.11000 (Cash)		\$121.60			
	450 - SRWA - Operations			450.11000 (Cash)		\$509.84			
	505 - Fleet			505.11000 (Cash)		\$275.35			
145663	10/24/2024	Open			Accounts Payable	Viking Shred, LLC	\$170.00		
	Invoice		Date	Description		Amount			
	51146952		10/01/2024	CITY WIDE SHREDDING - OCTOBER 2024		\$170.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$156.00			
	450 - SRWA - Operations			450.11000 (Cash)		\$14.00			
145664	10/24/2024	Open			Accounts Payable	WEXBANK	\$58.09		
	Invoice		Date	Description		Amount			
	100284245		10/15/2024	SHELL FUEL 10-15-24		\$58.09			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$58.09			
145665	10/24/2024	Open			Accounts Payable	WINNER CHEVROLET, INC.	\$62,033.82		
	Invoice		Date	Description		Amount			
	0009864		10/14/2024	POL24-1395 TAHOE		\$62,033.82			
	Paying Fund			Cash Account		Amount			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)		\$62,033.82			
145666	10/24/2024	Open			Accounts Payable	WMB ARCHITECTS INC	\$2,957.50		
	Invoice		Date	Description		Amount			
	25899		09/20/2024	20-010 Corporation Yard Security and Lighting-9/20/24		\$521.50			
	25807		08/20/2024	20-010 Corporation Yard Security and Lighting-8/20/24		\$2,436.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$2,957.50			
145667	10/24/2024	Open			Accounts Payable	ALLISON, GAVIN	\$80.00		
	Invoice		Date	Description		Amount			
	TR 5044 PER DIEM		10/18/2024	DUI CHECKPOINT PLANNING & MANAGEMENT, 10/29/24, RANCHO CORDOVA		\$80.00			
	Paying Fund			Cash Account		Amount			
	266 - Police Services Grants			266.11000 (Cash)		\$80.00			
145668	10/24/2024	Open			Accounts Payable	CAL VALLEY CONSTRUCTION	\$2,049.59		
	Invoice		Date	Description		Amount			
	METER #14759390		10/10/2024	HYDRANT METER #14759390		\$2,049.59			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,495.00			

City of Turlock

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From Payment Date: 10/18/2024 - To Payment Date: 10/24/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	420 - WATER			420.11000 (Cash)			(\$1,445.41)		
145669	10/24/2024	Open			Accounts Payable	DE LA CRUZ, SALVADOR	\$306.00		
	Invoice		Date	Description			Amount		
	TR 5045 PER DIEM		10/18/2024	TACTICAL RIFLE INSTRUCTOR, 11/4/24-11/7/24, SANTA PAULA			\$306.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$306.00		
145670	10/24/2024	Open			Accounts Payable	FRANCO, LILIA	\$320.00		
	Invoice		Date	Description			Amount		
	TR 5042 PER DIEM		10/18/2024	CLEARs SEMINAR, 11/4/24-11/8/24, UNIVERSAL CITY			\$320.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$320.00		
145671	10/24/2024	Open			Accounts Payable	HOPSON, CHANDRA	\$320.00		
	Invoice		Date	Description			Amount		
	TR 5042 PER DIEM		10/18/2024	CLEARs SEMINAR, 11/4/24-11/8/24, UNIVERSAL CITY			\$320.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$320.00		
145672	10/24/2024	Open			Accounts Payable	JB DAIRY FARMS	\$2,471.00		
	Invoice		Date	Description			Amount		
	METER #13614315		01/05/2024	PLATINUM HAULING NO SHOW ON SITE AT TIME OF METER DELIVERY			\$2,471.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,471.00		
145673	10/24/2024	Open			Accounts Payable	JIMENEZ, ALEX	\$306.00		
	Invoice		Date	Description			Amount		
	TR 5045 PER DIEM		10/18/2024	TACTICAL RIFLE INSTRUCTOR, 11/4/24-11/7/24, SANTA PAULA			\$306.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$306.00		
145674	10/24/2024	Open			Accounts Payable	KAUFFMAN, PHILIP	\$100.00		
	Invoice		Date	Description			Amount		
	TR 5047 PER DIEM		10/18/2024	VEHICLE INTERVENTION TECHNIQUES, 11/4/24- 11/5/24, FRESNO			\$100.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$100.00		
145675	10/24/2024	Open			Accounts Payable	LUNSFORD, GARY	\$125.04		
	Invoice		Date	Description			Amount		
	2800-475803		10/14/2024	LUNSFORD REIMBURSEMENT PARTS FOR ENGINE			\$125.04		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$125.04		
145676	10/24/2024	Open			Accounts Payable	MEDINA, OMAR	\$320.00		
	Invoice		Date	Description			Amount		
	TR 5046 PER DIEM		10/18/2024	COMPUTER CRIMES/HIGH TECH, 11/04/24-11/08/24, SACRAMENTO			\$320.00		

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From Payment Date: 10/18/2024 - To Payment Date: 10/24/2024

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)		\$320.00		
145677	10/24/2024	Open			Accounts Payable	NORMAN JOHNSON	\$3,300.00		
	Invoice		Date	Description			Amount		
	EP22-104C		10/17/2024	EP22-104C			\$3,300.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,300.00		
145678	10/24/2024	Open			Accounts Payable	NWANDO, CHUKWUEMEKA	\$370.00		
	Invoice		Date	Description			Amount		
	TR 5043 PER DIEM		10/18/2024	GRACIE SURVIVAL TACTICS, 11/4/24 - 11/8/24, TORRANCE			\$370.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$370.00		
145679	10/24/2024	Open			Accounts Payable	SCHELL, ZACHARY	\$100.00		
	Invoice		Date	Description			Amount		
	TR 5047 PER DIEM		10/18/2024	VEHICLE INTERVENTION TECHNIQUES, 11/4/24- 11/5/24, FRESNO			\$100.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$100.00		
145680	10/24/2024	Open			Accounts Payable	TRACY GRADING & PAVING, INC.	\$3,427.28		
	Invoice		Date	Description			Amount		
	METER #19107546		10/10/2024	HYDRANT METER #19107546			\$3,427.28		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,495.00		
	420 - WATER				420.11000 (Cash)		(\$67.72)		

Type Check Totals:

AP - Accounts Payable Totals

94 Transactions

\$1,841,213.16

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$1,841,213.16	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$1,841,213.16	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$1,841,213.16	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

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From Payment Date: 10/18/2024 - To Payment Date: 10/24/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total		94	\$1,841,213.16	\$0.00
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	94	\$1,841,213.16	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	94	\$1,841,213.16	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	94	\$1,841,213.16	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	94	\$1,841,213.16	\$0.00

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From Payment Date: 10/25/2024 - To Payment Date: 10/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
145681	10/30/2024	Open			Utility Management Refund	CENTRAL VALLEY PROPERTY MNGT	\$155.70		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		805726-003	MOVE-OUT CREDIT	10/28/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$155.70		
145682	10/30/2024	Open			Utility Management Refund	ESPINOLA, COLBY	\$3,681.35		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		793752-003	CUSTOMER REQUEST	10/28/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$3,681.35		
145683	10/30/2024	Open			Utility Management Refund	FLORES, DAVID	\$402.62		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		714046-003	MOVE-OUT CREDIT	10/28/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$402.62		
145684	10/30/2024	Open			Utility Management Refund	GONZALES, ELSA	\$300.50		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Multiple Res Metered		933155-004	MOVE OUT CREDIT	10/28/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	119 - American Rescue Plan Act			119.11000 (Cash)			\$3.69		
	420 - WATER			420.11000 (Cash)			\$296.81		
145685	10/30/2024	Open			Utility Management Refund	KB Home	\$3.84		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001591-001	MOVE-OUT CREDIT	10/28/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$3.84		
145686	10/30/2024	Open			Utility Management Refund	MORALES, IRENE	\$327.11		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		235830-007	MOVE-OUT CREDIT	10/28/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$327.11		
145687	10/30/2024	Open			Utility Management Refund	POLUCHALLA, SREEDHAR	\$164.08		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		106747-004	MOVE-OUT CREDIT	10/28/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$36.77		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$127.31		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145688	10/30/2024	Open			Utility Management Refund	REAL PROPERTY MANAGEMENT	\$86.17		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		720232-004	MOVE-OUT CREDIT	10/28/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$18.16		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$20.04		
	420 - WATER			420.11000 (Cash)			\$47.97		
145689	10/30/2024	Open			Utility Management Refund	SUN, YI	\$222.54		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		167088-002	MOVE-OUT CREDIT	10/28/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$32.01		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$63.60		
	420 - WATER			420.11000 (Cash)			\$126.93		
145690	10/31/2024	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$1,474.26		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	INV3954		09/30/2024	SHIPPING & RECEIVING GENERAL SUPPLIES			\$89.29		
	INV4109		10/11/2024	SHIPPING & RECEIVING GENERAL SUPPLIES			\$1,107.98		
	INV4130		10/16/2024	SHIPPING & RECEIVING GENERAL SUPPLIES			\$184.66		
	INV4131		10/16/2024	SHIPPING & RECEIVING GENERAL SUPPLIES			\$92.33		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,474.26		
145691	10/31/2024	Open			Accounts Payable	ANV CONTRACTORS INC	\$41,264.50		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	1205#13		07/30/2024	1205 Lambert Unit #1 Final 10%			\$7,120.00		
	1205#14		07/30/2024	1205 Lambert Unit#2 Final 10%			\$6,750.00		
	1205#15		07/30/2024	1205 Lambert Unit #3 Final 10%			\$6,780.00		
	1205#16		07/30/2024	1205 Lambert Unit #4 Final 10%			\$6,750.00		
	1205#17		07/30/2024	1205 Lambert Unit #1/#2 Final 10%			\$8,059.50		
	1205#18		07/30/2024	1205 Lambert Unit #3/#4 Final 10%			\$5,805.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	260 - PLHA-PermanentLocalHousingAlloc			260.11000 (Cash)			\$41,264.50		
145692	10/31/2024	Open			Accounts Payable	AT & T	\$175.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	530465		09/30/2024	LOCATION ACTIVATION FOR TP24005780			\$175.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$175.00		
145693	10/31/2024	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	\$214.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	10/18/24		10/18/2024	Monthly Internet Service - 10/19/24-11/18/24			\$214.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	501 - Information Technology			501.11000 (Cash)			\$214.00		

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145694	10/31/2024	Open			Accounts Payable	AT&T Corp	\$584.84		
	Invoice		Date	Description		Amount			
	9463464902		10/11/2024	SRWA - JPA, Surface Water, Operations- Internet Access Oct 2024		\$584.84			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$584.84			
145695	10/31/2024	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$28,624.07		
	Invoice		Date	Description		Amount			
	728015		09/30/2024	Legal Services September 2024		\$28,624.07			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$28,624.07			
145696	10/31/2024	Open			Accounts Payable	BARNES WELDING SUPPLY	\$55.49		
	Invoice		Date	Description		Amount			
	0063463982		10/15/2024	WELDING SUPPLIES		\$55.49			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$55.49			
145697	10/31/2024	Open			Accounts Payable	BKS Law Firm, A Professional Corporation	\$175.00		
	Invoice		Date	Description		Amount			
	September 2024		10/10/2024	SRWA - Legal Services for 2024-25 September 2024		\$175.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$175.00			
145698	10/31/2024	Open			Accounts Payable	Blair, Church & Flynn Consulting Engineers, Inc.	\$2,399.00		
	Invoice		Date	Description		Amount			
	79832		09/30/2024	SR06, 23-030 RWQCF In Plant Waste Line Repair- 9/30/24		\$409.00			
	79833		09/30/2024	SR10, 23-042 Montana Park Phase 2 Improvements- 9/30/24		\$1,990.00			
	Paying Fund			Cash Account		Amount			
	269 - Parks & Public Facilities Grants			269.11000 (Cash)		\$1,990.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$409.00			
145699	10/31/2024	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$494.39		
	Invoice		Date	Description		Amount			
	276187		10/21/2024	84474523 (S)BOOSTER		\$462.78			
	276252		10/23/2024	ignition key		\$24.01			
	CM609092		10/24/2024	credit on fender		(\$147.58)			
	609531		10/24/2024	FENDER		\$155.18			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$24.01			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$7.60			
	426 - Transit			426.11000 (Cash)		\$462.78			
145700	10/31/2024	Open			Accounts Payable	BRISCO ENTERPRISES INC	\$49,526.57		
	Invoice		Date	Description		Amount			
	44566		09/25/2024	RWQCF BIOSOLIDS REMOVAL		\$49,526.57			
	Paying Fund			Cash Account		Amount			

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145701	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$49,526.57		
	10/31/2024	Open			Accounts Payable	Brown Armstrong Accountancy Corporation	\$7,500.00		
	Invoice		Date	Description		Amount			
	277362		09/29/2024	2023 Audit - TDA		\$1,200.00			
	277361		10/28/2024	2023 Audit - PFA Bond Letters		\$1,300.00			
	277359		09/29/2024	2023 Audit - Basic F/S & MOIC		\$5,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,500.00			
	216 - Streets - Local Transportation			216.11000 (Cash)		\$399.96			
	255 - CDBG			255.11000 (Cash)		\$125.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,400.00			
	420 - WATER			420.11000 (Cash)		\$1,400.00			
	426 - Transit			426.11000 (Cash)		\$1,550.04			
	621 - Successor Agency - Non LMI			621.11000 (Cash)		\$125.00			
145702	10/31/2024	Open			Accounts Payable	Bugler Construction, Inc.	\$5,056.00		
	Invoice		Date	Description		Amount			
	Retention 22-005		06/30/2024	22-005 Washington Rd Bridge Railing Repair-6/30/24		\$5,056.00			
	Paying Fund			Cash Account		Amount			
	218 - Measure L			218.11000 (Cash)		\$5,056.00			
145703	10/31/2024	Open			Accounts Payable	CARNEGIE ARTS CENTER FOUNDATION	\$3,000.00		
	Invoice		Date	Description		Amount			
	10232024 RND 2		10/23/2024	CEAG recipient (RND 2: 2024/25); Film Series; Sept '24 - May '25		\$3,000.00			
	Paying Fund			Cash Account		Amount			
	120 - Tourism			120.11000 (Cash)		\$3,000.00			
145704	10/31/2024	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$285.26		
	Invoice		Date	Description		Amount			
	81407		10/23/2024	SERVICE CALL; NO AC IN SERVER ROOM		\$285.26			
	Paying Fund			Cash Account		Amount			
145705	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$285.26			
	10/31/2024	Open			Accounts Payable	CITY OF CERES	\$6,237,297.77		
	Invoice		Date	Description		Amount			
	DR23-DR30		10/29/2024	SRWA STATE OF CA DRAW FUNDS 23-30		\$6,237,297.77			
	Paying Fund			Cash Account		Amount			
145706	950 - SRWA - JPA			950.11000 (Cash)		\$6,237,297.77			
	10/31/2024	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$475.00		
	Invoice		Date	Description		Amount			
	36365104		10/25/2024	CLARK - ESSENTIAL CLEAN - 10/10/24		\$475.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$475.00			

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145707	10/31/2024	Open			Accounts Payable	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	\$12,207.86		
	Invoice		Date	Description		Amount			
	1005157831		08/27/2024	LABORATORY CHEMICAL WASTE MANAGEMENT SERVICES		\$12,207.86			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$6,103.61			
	420 - WATER			420.11000 (Cash)		\$6,104.25			
145708	10/31/2024	Open			Accounts Payable	CONDOR EARTH TECH INC	\$3,628.24		
	Invoice		Date	Description		Amount			
	91139		08/31/2024	Environmental Compliance Assistance		\$3,628.24			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,628.24			
145709	10/31/2024	Open			Accounts Payable	Connect For Collective Inc dba Connect For	\$500.00		
	Invoice		Date	Description		Amount			
	10252024 RND 2		10/25/2024	CEAG recipient (RND 2: 2024/25); TELL MY STORY; 24-25 DATES		\$500.00			
	Paying Fund			Cash Account		Amount			
	120 - Tourism			120.11000 (Cash)		\$500.00			
145710	10/31/2024	Open			Accounts Payable	Crane & Hoist Services, Ltd	\$865.80		
	Invoice		Date	Description		Amount			
	11043		09/19/2024	CRANE & HOIST PREVENTATIVE MAINTENANCE, REPAIRS AND REPLACEMENT		\$649.35			
	11045		09/19/2024	CRANE & HOIST PREVENTATIVE MAINTENANCE, REPAIRS AND REPLACEMENT		\$216.45			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$649.35			
	420 - WATER			420.11000 (Cash)		\$216.45			
145711	10/31/2024	Open			Accounts Payable	CRESCENT SURPLUS INC	\$685.76		
	Invoice		Date	Description		Amount			
	072179		10/04/2024	NAME BAR - TYRELL REED		\$67.47			
	072200		10/06/2024	WOOL PNT / SHIRT UNIFORM - IVAN RUIZ		\$618.29			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$685.76			
145712	10/31/2024	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$54.32		
	Invoice		Date	Description		Amount			
	W131230		10/24/2024	KEYS		\$27.16			
	W131231		10/24/2024	KEYS		\$27.16			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$54.32			
145713	10/31/2024	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$10,783.32		
	Invoice		Date	Description		Amount			
	S6269661.001		10/04/2024	SUPPLIES FOR STOLEN WIRE AT W. CANAL ST		\$1,143.38			
	S6268198.001		10/03/2024	FOR LIGHTS ON W CANAL		\$475.36			
	S6260542.001		10/03/2024	OMNI CABLE		\$1,350.69			
	S6260538.001		10/03/2024	STOLEN WIRE AT W CANAL		\$2,206.00			
	S6256656.001		10/03/2024	OMNI CABLE		\$2,204.64			

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	S6265513.002		10/02/2024		SUPPLIES FOR STOLEN WIRE AT W CANAL		\$298.12		
	S6265513.001		10/01/2024		STREET LIGHT SUPPLIES		\$40.47		
	S6259656.001		09/25/2024		T HANDLE SET		\$79.37		
	S6274262.001		10/10/2024		MATERIALS FOR REPAIR OF STREET LIGHT ON CANAL		\$184.76		
	S6277879.001		10/15/2024		MISC TOOLS FOR WORK ON CANAL STREET LIGHTS		\$105.20		
	S6274607.001		10/14/2024		STORM STATION OILERS		\$24.04		
	S6271290.001		10/09/2024		WQC-GBT CONDUIT REPLACEMENT		\$541.15		
	S6270662.001		10/09/2024		NEW PLAYGROUND REPLACEMENT LIGHTS AT PINKNEY PARK		\$758.76		
	s6267156.001		10/02/2024		RED ANCHOR KIT		\$30.26		
	S6281767.001		10/21/2024		STREET LIGHT MATERIAL RESTOCK FOR THE BUCKET TRUCK		\$584.34		
	S6281742.001		10/21/2024		REPLACEMENT LIGHT FOR SING PARK SIGN		\$101.65		
	S6281404.001		10/21/2024		NEW SCREW DRIVER AND SECURITY SCREW DRIVER FOR TRUCK 627		\$60.20		
	S6276692.001		10/21/2024		W MAIN ANCOR FOR 10 HADCOR		\$192.62		
	S6270666.001		10/21/2024		WQC SUPPLIES NEW LIGHTS FOR THE HYPO BUILDING		\$402.31		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$860.41		
	246 - Landscape Assessment			246.11000 (Cash)			\$8,680.38		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,242.53		
145714	10/31/2024	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC	\$731.50		
	Invoice		Date	Description		Amount			
	29188		09/30/2024	CAR WASH SERVICES - SEPTEMBER 2024		\$731.50			
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$654.50		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$7.00		
	255 - CDBG			255.11000 (Cash)			\$7.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$52.50		
	420 - WATER			420.11000 (Cash)			\$3.50		
	450 - SRWA - Operations			450.11000 (Cash)			\$7.00		
145715	10/31/2024	Open			Accounts Payable	FASTENAL COMPANY INC	\$2,520.64		
	Invoice		Date	Description		Amount			
	CATUR194247		09/30/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$56.72			
	CATUR193771		08/29/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$497.25			
	CATUR193761		08/29/2024	SHOP STOCK		\$567.14			
	CATUR193668		08/26/2024	SHOP S TORCH FOR WQC		\$123.19			
	CATUR194603		10/22/2024	115-3 Cross Box		\$1,276.34			
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,276.34		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,244.30		
145716	10/31/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$292.81		
	Invoice		Date	Description		Amount			
	8-661-68672		10/25/2024	SHIPPING CHARGES FOR 10/25/24		\$292.81			
	Paying Fund			Cash Account			Amount		

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145717	110 - General Fund			110.11000 (Cash)			\$69.88		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$188.98		
	426 - Transit			426.11000 (Cash)			\$33.95		
	10/31/2024	Open			Accounts Payable	GALL'S, LLC	\$6,312.24		
	Invoice			Date	Description		Amount		
145718	028706743			08/06/2024	CONCEALABLE VEST AND ACCESSORIES - ADMIN		\$3,747.72		
	028770930			09/10/2024	BLACK SERIES AXBIIIA MALE CONCEALABLE VEST		\$2,564.52		
	Paying Fund				Cash Account		Amount		
	110 - General Fund			110.11000 (Cash)			\$6,312.24		
	10/31/2024	Open			Accounts Payable	GARTON TRACTOR INC	\$1,612.08		
145719	Invoice			Date	Description		Amount		
	P5115701			10/21/2024	84295361 CABLE FLEXIBLE		\$337.12		
	P5119301			10/21/2024	BLADES		\$1,263.43		
	P5137701			10/25/2024	HOOK PLSTC LATCH		\$11.53		
	Paying Fund				Cash Account		Amount		
145720	217 - Streets - Gas Tax			217.11000 (Cash)			\$1,263.43		
	246 - Landscape Assessment			246.11000 (Cash)			\$348.65		
	10/31/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$3,376.08		
	Invoice			Date	Description		Amount		
	K4J0706			10/07/2024	BIMONTHLY WASTEWATER ANALYSIS-NITRATE +NITRITE AS N		\$66.00		
145720	K4J0108			10/01/2024	QUARTERLY WASTEWATER ANALYSIS MERCURY (LL)		\$417.55		
	K4J0902			10/09/2024	DOWNTOWN PCE REMEDIATION PROJECT		\$1,494.00		
	K4J0807			10/08/2024	DRINKING WATER ELL ANALYSIS 123-TCP		\$328.00		
	K4J0709			10/07/2024	WEEKLY WATEWATER SAMPLING AMMONIA		\$40.70		
	K4H1309			08/13/2024	DRINKING WATER WELL ANALYSIS-GROSS ALPHA		\$546.58		
145720	K4J1506			10/15/2024	DRINKING WATER WELL ANALYSIS - T23-TCP		\$328.00		
	K4J1508			10/15/2024	SRWA LABORATORY ANALYSIS SERVICES 10.15.24		\$155.25		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$524.25		
	420 - WATER			420.11000 (Cash)			\$2,696.58		
145720	950 - SRWA - JPA			950.11000 (Cash)			\$155.25		
	10/31/2024	Open			Accounts Payable	GILLIG LLC	\$2,458.57		
	Invoice			Date	Description		Amount		
	41232098			10/17/2024	27-38346-000 5 EA KIT, FIRST AID WHITE BOX		\$940.47		
	41232099			10/18/2024	82-13767-009 1 EA KIT, UNLOADER VALVE 82-58305 -004 2 EA		\$127.46		
145720	41234351			10/23/2024	82-59990-000N 3 EA KIT, BRAKE PAD EX225		\$974.40		
	41234935			10/24/2024	56-09032-000 5 FT HOSE, SILICONE, .25IN ID, 0.36IN OD		\$18.58		
	41235445			10/25/2024	51-00100-005 2 EA SWITCH ASM, PUSH BUTTON START,HARD		\$72.86		
	41235444			10/25/2024	82-59990-000N 1 EA KIT, BRAKE PAD EX225		\$324.80		
	Paying Fund				Cash Account		Amount		
145720	426 - Transit			426.11000 (Cash)			\$2,458.57		

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145721	10/31/2024	Open			Accounts Payable	GRAINGER INC, W W	\$5,373.69		
	Invoice		Date	Description		Amount			
	9259425321		09/24/2024	BOLLARD COVER YELLOW		\$144.71			
	9265378092		09/30/2024	BELTS FOR EXHAUST FAN		\$22.00			
	9273396508		10/07/2024	SECURITY SCREWS FOR SL BOXES		\$46.83			
	9266824706		10/01/2024	SAFETY PINS		\$30.96			
	9273476037		10/07/2024	REFLECTIVE NUMBERS		\$112.21			
	9276577260		10/09/2024	VACUUM GAUGE, LIQUID		\$306.58			
	9283704709		10/16/2024	V-BELT WQC		\$236.91			
	9285480183		10/17/2024	SRWA Supplies - Gasket Sheet		\$174.11			
	9290794693		10/22/2024	SRWA Supplies - Pipe Insulation and Fittings		\$432.70			
	9275655703		10/09/2024	WATER HOSE		\$1,077.81			
	9279006978		10/11/2024	HANDHELD BLOWER & BATTERIES		\$772.94			
	9285044617		10/17/2024	WATER SUCTION AND DISCHARGE HOSE		\$2,015.93			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$159.04			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,607.84			
	450 - SRWA - Operations			450.11000 (Cash)		\$606.81			
145722	10/31/2024	Open			Accounts Payable	GREEN RUBBER - KENNEDY AG	\$309.73		
	Invoice		Date	Description		Amount			
	M-515784		10/15/2024	SRWA Supplies - 1" chemical hose w/ss cams		\$270.45			
	M-515908		10/17/2024	SRWA Supplies - Camlock Fitting, Hose Barb, Hex Bushings		\$39.28			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$309.73			
145723	10/31/2024	Open			Accounts Payable	HACH COMPANY	\$2,641.75		
	Invoice		Date	Description		Amount			
	14170752		09/03/2024	LABORATORY AND PROCESS INSTRUMENT PARTS AND SERVICES		\$1,226.93			
	14197212		09/24/2024	LABORATORY AND PROCESS INSTRUMENT PARTS AND SERVICES		\$702.00			
	14200531		09/25/2024	LABORATORY AND PROCESS INSTRUMENT PARTS AND SERVICES		\$712.82			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,290.75			
	420 - WATER			420.11000 (Cash)		\$351.00			
145724	10/31/2024	Open			Accounts Payable	HAJOCA CORPORATION	\$135.20		
	Invoice		Date	Description		Amount			
	S014059292.001		10/09/2024	INPLENT DRAIN		\$135.20			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$135.20			
145725	10/31/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$1,346.57		
	Invoice		Date	Description		Amount			
	INV00516300		10/17/2024	SRWA supplies - Bromcresol Indicators		\$263.46			
	INV00475621		09/05/2024	HACH PH SENSOR		\$1,083.11			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,083.11			

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145726	450 - SRWA - Operations			450.11000 (Cash)			\$263.46		
	10/31/2024	Open			Accounts Payable	HILMAR LUMBER INC	\$3,672.89		
	Invoice		Date	Description		Amount			
	687636		09/26/2024	STREET LIGHTS CHRISTY BOX METAL COVER		\$114.94			
	689187		10/07/2024	PLUG DRAIN TEST / TEST PLUGS		\$60.28			
	689683		10/09/2024	STREET LIGHT SUPPLIES		\$907.56			
	687474		09/25/2024	STRINGER WIRE / LEVEL TORPEDO/ EDGER / STEEL FLAT		\$142.11			
	688230		09/30/2024	BATTERY CLAMPS / STAINLESS CAPS / S-BINER SILVR/ 3/8 TUBE		\$50.53			
	690388		10/15/2024	SUPPLIES AND HOSE FOR IN PLANT DRIAN		\$1,212.67			
	688490		10/02/2024	EYENUT GALVANIEZED / GALV SQUARE WASHER		\$70.99			
	688539		10/02/2024	STREET LIGHT SUPPLIES		\$265.49			
	690010		10/11/2024	BATTERY PACK / HOSES / GEN PURPOSE RECIP / DIAPLO RCIP		\$466.76			
	689805		10/10/2024	STEEL FLAT WASHER / LUBE NEVER SEEZ/ SWAP / CEMENT/ PRIMER		\$381.56			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)			\$522.54		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,150.35		
145727	10/31/2024	Open			Accounts Payable	HILMAR READY MIX	\$554.47		
	Invoice		Date	Description		Amount			
	12843		09/19/2024	HILMAR READY MIX - AGGREGATES SUPPLIES STORM #2		\$162.89			
	12846		09/20/2024	HILMAR READY MIX - AGGREGATES SUPPLIES		\$110.03			
	12859		09/26/2024	HILMAR READY MIX - AGGREGATES SUPPLIES STORM #2		\$134.84			
	12852		09/24/2024	CONCRETE		\$146.71			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)			\$146.71		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$407.76		
	10/31/2024	Open			Accounts Payable	HONEYWELL INTERNATIONAL INC.	\$17,091.18		
145728	Invoice		Date	Description		Amount			
	5267102213		07/18/2024	STATION ALERTING 7/1/24-6/30/25		\$17,091.18			
	Paying Fund			Cash Account		Amount			
145729	110 - General Fund			110.11000 (Cash)			\$17,091.18		
	10/31/2024	Open			Accounts Payable	HUNT & SONS, INC.	\$2,186.76		
	Invoice		Date	Description		Amount			
	579898		10/08/2024	oil invoice		\$2,186.76			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$546.70		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$182.23		
	246 - Landscape Assessment			246.11000 (Cash)			\$182.23		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$331.79		
	420 - WATER			420.11000 (Cash)			\$182.23		
	426 - Transit			426.11000 (Cash)			\$761.58		

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145730	10/31/2024	Open			Accounts Payable	HUNT EQUIPMENT, LLC dba DONLEE PUMP COMPANY	\$583.74		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	111929		08/16/2024		PUMPS		\$1,704.78		
	112124		10/25/2024		CREDIT ON HOSES		(\$405.91)		
	112051		10/25/2024		CREDIT ON PARTS		(\$715.13)		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	505 - Fleet				505.11000 (Cash)		\$583.74		
145731	10/31/2024	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	\$3,600.73		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	35354311		09/11/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$48.79		
	35354312		09/11/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$8.03		
	35410319		09/17/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$789.93		
	35422878		09/18/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$32.60		
	35455255		09/20/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$706.43		
	35480933		09/24/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$97.56		
	35480935		09/24/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$48.79		
	35505718		09/26/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$759.58		
	35548576		10/01/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$86.01		
	35561934		10/02/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$741.44		
	35572744		10/03/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$27.81		
	35572745		10/03/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$55.61		
	35572746		10/03/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$86.01		
	35572747		10/03/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$63.35		
	35480934		09/24/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$48.79		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,600.73		
145732	10/31/2024	Open			Accounts Payable	INDUSTRIAL ELECTRICAL CO.	\$4,467.83		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	SI-034262		09/03/2024		WATER WELL MOTOR REPAIR SERVICES		\$947.86		
	PI-077311		08/31/2024		WATER WELL MOTOR REPAIR SERVICES		\$3,519.97		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,467.83		
145733	10/31/2024	Open			Accounts Payable	INTERSTATE TRUCK CTR	\$319.40		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	02P539105		10/21/2024		FILTERS		\$232.51		
	02P539202		10/21/2024		2522414C91 FILTER ELEMENT		\$86.89		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$86.89		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$232.51		
145734	10/31/2024	Open			Accounts Payable	LC ACTION POLICE SUPPLY, LTD	\$4,036.45		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	469323		09/30/2024		STREAMLIGHT PROTAC RAIL MOUNT WEAPON LIGHTS		\$4,036.45		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	116 - Special Public Safety				116.11000 (Cash)		\$4,036.45		

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145735	10/31/2024	Open			Accounts Payable	Lhoist North America of Arizona, Inc.	\$9,484.75		
	Invoice		Date	Description		Amount			
	1102422367		10/18/2024	SRWA SUPPLY AND DELIVERY OF Hydrated Lime		\$9,484.75			
				10.18.24					
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$9,484.75			
145736	10/31/2024	Open			Accounts Payable	LIEBERT CASSIDY & WHITMORE	\$10,787.00		
	Invoice		Date	Description		Amount			
	270489		07/01/2024	Professional Services July 2024		\$3,087.00			
	272503		07/01/2024	Professional Services July 2024		\$7,700.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$10,787.00			
145737	10/31/2024	Open			Accounts Payable	Linde Inc.	\$14,262.20		
	Invoice		Date	Description		Amount			
	45812570		10/21/2024	SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE 10.21.24		\$10,133.00			
	45811336		10/19/2024	SRWA SUPPLY & DELIVERY OF LIQUID OXYGEN 10.19.24		\$4,129.20			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$14,262.20			
145738	10/31/2024	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$90.83		
	Invoice		Date	Description		Amount			
	44148181		10/21/2024	ASPHALT		\$90.83			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$90.83			
145739	10/31/2024	Open			Accounts Payable	MIRACLE PLAYSYSTEMS INC	\$1,168.28		
	Invoice		Date	Description		Amount			
	F2024-0790 (1)		09/27/2024	PARTS FOR MARKLEY PARK PLAYAREA		\$1,168.28			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,168.28			
145740	10/31/2024	Open			Accounts Payable	MOTION INDUSTRIES INC - CA82	\$106.93		
	Invoice		Date	Description		Amount			
	CA15-00960551		09/10/2024	WQC FLOAT BUILDING, PRIMARY SLUDGE PUMP #2 MOTRO BEARINGS		\$209.91			
	CM-CA82-00957879		10/22/2024	CREDIT MEMO FOR INVOICE CA82-00957879		(\$102.98)			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$106.93			
145741	10/31/2024	Open			Accounts Payable	MOTOROLA INC	\$48,442.61		
	Invoice		Date	Description		Amount			
	8281969260		08/31/2024	PORTABLE RADIOS (2)		\$12,532.04			
	8281962947		08/23/2024	APX 6500 VEHICLE RADIOS		\$35,910.57			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$12,532.04			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)		\$35,910.57			
145742	10/31/2024	Open			Accounts Payable	NBS GOVERNMENT FINANCE GROUP	\$7,576.25		
	Invoice		Date	Description		Amount			
	202410-3449		10/04/2024	Development of Sewer Capacity Charges		\$7,576.25			

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145743	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$7,576.25		
	10/31/2024	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$811.77		
	Invoice			Date	Description		Amount		
	14J0033242330			10/09/2024	5 GALLON DRINKING WATER AND CUPS FOR FLEET & PFM		\$151.86		
	14J0033242363			10/09/2024	5 Gallon Nestle drinking water and plastic cups.		\$233.30		
	14J0033242389			10/09/2024	5 Gallon Nestle drinking water and plastic cups.		\$307.38		
	14J0033258518			10/09/2024	5 Gallon Nestle drinking water and plastic cups.		\$119.23		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$329.95		
145744	420 - WATER			420.11000 (Cash)			\$329.96		
	505 - Fleet			505.11000 (Cash)			\$151.86		
	10/31/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$4,613.56		
	Invoice			Date	Description		Amount		
	8577-434081			10/18/2024	OIL FILTER		\$6.97		
	8577-434087			10/18/2024	control arms- Credit for Orig 433991		(\$250.90)		
	8577-434088			10/18/2024	battery-Credit for Orig 434044		(\$23.90)		
	8577-434112			10/18/2024	Super Strength Molding Tape: Ideal for Vehicle		\$7.05		
	8577-434116			10/18/2024	XBO TTJP5002S SIDEWIND TRAILER JACK		\$85.91		
	8577-434137			10/18/2024	FILTERS		\$157.62		
	8577-434145			10/18/2024	FILTERS		\$51.17		
	8577-434152			10/18/2024	battery-Credit for Orig RTN 1858371		(\$23.90)		
	8577-434186			10/21/2024	FILTERS		\$87.62		
	8577-434194			10/21/2024	FILTERS		\$105.04		
	8577-434196			10/21/2024	AIT MS906TS1YRUPDAT		\$658.08		
	8577-434197			10/21/2024	PASTE APPLICATION BRUSH 11LB WHITE EURO-PASTE		\$71.45		
	8577-434198			10/21/2024	11LB WHITE EURO-PASTE PASTE APPLICATION BRUSH		\$71.45		
	8577-434207			10/21/2024	battery		\$209.29		
	8577-434213			10/21/2024	AIT MS906TS1YRUPDAT		(\$658.08)		
	8577-434215			10/21/2024	AIT MS906TS1YRUPDAT		\$658.08		
	8577-434216			10/21/2024	1 AIT MS906-1YRUPDATE 433105		(\$511.83)		
	8577-434223			10/21/2024	AC COMPRESSOR AND BELT		\$437.24		
	8577-434237			10/21/2024	FILTERS		\$42.03		
	8577-434282			10/21/2024	COOLANT FILTERS		\$74.59		
	8577-434283			10/21/2024	FILTERS		\$275.26		
	8577-434284			10/21/2024	BATTERY		\$138.30		
	8577-434289			10/21/2024	FILTER		\$9.34		
	8577-434305			10/21/2024	emission parts		\$325.78		
	8577-434317			10/21/2024	SUSPENSION PARTS		\$757.79		
	8577-434326			10/21/2024	UPPER AND LOWER CONTROL ARMS		\$305.76		
	8577-434367			10/23/2024	battery		\$520.85		
	8577-434381			10/23/2024	NUTS		\$3.80		
	8577-434387			10/23/2024	BRAKE PAD		\$42.98		
	8577-434395			10/23/2024	STRUT SPACERS		\$133.20		
	8577-434423			10/23/2024	698-196 STEERING KNUCKLE		\$368.84		
	8577-434425			10/23/2024	BATTERY-Credit for Orig 434367		(\$23.90)		

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	8577-434427		10/23/2024	BATTERY-Credit for Orig 434284			(\$29.33)		
	8577-434463		10/24/2024	ROTORS AND PADS			\$182.03		
	8577-434473		10/24/2024	E3.5-15 TUBULAR KEY			\$10.12		
	8577-434482		10/24/2024	HEATER HOSE RBR 28407			\$0.73		
	8577-434490		10/24/2024	BATTERY			\$126.84		
	8577-434567		10/25/2024	ROTORS AND PADS			\$207.72		
	8577-434569		10/25/2024	THROTTLE BODY GASKET			\$2.47		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,119.71		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$462.95		
	246 - Landscape Assessment			246.11000 (Cash)			\$42.03		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$214.87		
	420 - WATER			420.11000 (Cash)			\$9.14		
	426 - Transit			426.11000 (Cash)			\$693.41		
	505 - Fleet			505.11000 (Cash)			\$71.45		
145745	10/31/2024	Open		Accounts Payable	Next Request LLC		\$11,327.40		
	Invoice		Date	Description			Amount		
	315264		11/01/2024	PRA Software 11/1/24 - 10/31/25			\$11,327.40		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$11,327.40		
145746	10/31/2024	Open		Accounts Payable	NV5 INC.		\$196,073.04		
	Invoice		Date	Description			Amount		
	412221		09/30/2024	23-031 CM for Roads Task Order No.1 Bid Package 2-9/30/24			\$76,910.62		
	412225		09/30/2024	23-033 CM for Roads Task Order No. 2-9/30/24			\$112,133.67		
	410443		08/31/2024	18-67 Materials Testing and Inspection Services-8/31/24			\$7,028.75		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$189,044.29		
	420 - WATER			420.11000 (Cash)			\$7,028.75		
145747	10/31/2024	Open		Accounts Payable	O'DELL ENGINEERING, INC		\$24,159.60		
	Invoice		Date	Description			Amount		
	1241001097		09/22/2024	SR03, 21-043 Northeast Neighborhood Park-9/22/24			\$6,475.00		
	1241000527		09/22/2024	SR07, 19-51 Columbia Pool Improv Construction Surveying-9/22/24			\$3,092.50		
	1241001597		09/22/2024	SR012, 23-042 Montana Park Phase 2 Improv-Task 1&3-9/22/24			\$6,652.50		
	1240902626		08/24/2024	SR11, 19-51 Columbia Pool Improvements-8/24/24			\$3,767.30		
	1241001095		09/22/2024	SR11, 19-51 Columbia Pool Improvements-9/22/24			\$4,172.30		
	Paying Fund			Cash Account			Amount		
	228 - Park Development Tax			228.11000 (Cash)			\$6,475.00		
	269 - Parks & Public Facilities Grants			269.11000 (Cash)			\$6,652.50		
	301 - Capital Improvements			301.11000 (Cash)			\$11,032.10		
145748	10/31/2024	Open		Accounts Payable	ONESOURCE DISTRIBUTORS, LLC		\$146.64		
	Invoice		Date	Description			Amount		
	S007666415.001		10/10/2024	BUILDING MAINTENANCE JANITORIAL SERVICES			\$146.64		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$146.64		

City of Turlock

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145749	10/31/2024	Open			Accounts Payable	Operational Technical Services, LLC	\$7,740.50		
	Invoice		Date	Description		Amount			
	4535		10/20/2024	SRWA - Senior Operator MC 10.16.24 - 10.20.24		\$7,740.50			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$7,740.50			
145750	10/31/2024	Open			Accounts Payable	OREILLY AUTO PARTS	\$763.01		
	Invoice		Date	Description		Amount			
	2800-479292		10/18/2024	MRY DA1160 HVAC ACTUATR		\$42.55			
	2800-480596		10/21/2024	MON 171369 QUICK-STRUT		\$310.45			
	2800-480984		10/23/2024	EGR GASKET		\$4.25			
	2800-480979		10/23/2024	DOR 698-196 KNUCKLE		\$429.07			
	2800-481019		10/23/2024	CREDIT ON DOR 698-196 KNUCKLE		(\$429.07)			
	2800-481055		10/24/2024	DOR 904-232 SEAL KIT		\$28.19			
	2800-481200		10/24/2024	MPB 515042 HUB ASSEMBLY		\$373.24			
	2800-481483		10/25/2024	FEL 61103 TBI GASKET		\$4.33			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$734.82			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$28.19			
145751	10/31/2024	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$4,574.27		
	Invoice		Date	Description		Amount			
	059827798		09/30/2024	INPLANT DRAIN PUMP STATION		\$4,574.27			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,574.27			
145752	10/31/2024	Open			Accounts Payable	PITMAN HIGH SCHOOL BAND BOOSTERS	\$3,000.00		
	Invoice		Date	Description		Amount			
	10232024 RND 1		10/23/2024	CEAG recipient (RND 1: 2024/25); Preview of Champs; 9/28/2024		\$3,000.00			
	Paying Fund			Cash Account		Amount			
	120 - Tourism			120.11000 (Cash)		\$3,000.00			
145753	10/31/2024	Open			Accounts Payable	Platt Electric Supply	\$1,857.47		
	Invoice		Date	Description		Amount			
	5052431		09/27/2024	MUNI SERVICES DEPARTMENT SUPPLIES		\$31.13			
	5080828		10/01/2024	CODE BOOK FOR TAINING AND GENERAL REFERENCE		\$157.51			
	5N99581		09/23/2024	CLARIFIER FOR FLOW METER JUNCTION BOX		\$1,668.83			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,857.47			
145754	10/31/2024	Open			Accounts Payable	REED INC, GEORGE	\$980,840.96		
	Invoice		Date	Description		Amount			
	PP3/23-031		09/20/2024	23-031 Roads Program CIP Plan Package 2		\$373,142.86			
	100348132		10/17/2024	ASPHALT		\$110.62			
	100347983		10/16/2024	ASPHALT		\$98.25			
	100347825		10/15/2024	ASPHALT		\$108.85			
	PP3/CP 23-033		09/20/2024	23-033 City of Turlock Roads Program-9/20/24		\$607,380.38			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$980,523.24			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$317.72			

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145755	10/31/2024	Open			Accounts Payable	ROBERTSON - BRYAN INC	\$8,774.25		
	Invoice		Date	Description		Amount			
	16505.1		09/30/2024	NPDES PERMIT COMPLIANCE SERVICES		\$6,628.75			
	16505.2		09/30/2024	NPDES PERMIT COMPLIANCE SERVICES		\$2,145.50			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$8,774.25			
145756	10/31/2024	Open			Accounts Payable	ROMEO MEDICAL CLINIC	\$3,691.00		
	Invoice		Date	Description		Amount			
	September 2024		09/30/2024	Romeo Medical Services September 2024		\$3,691.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,742.00			
	205 - Sports Facilities			205.11000 (Cash)		\$67.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$649.50			
	420 - WATER			420.11000 (Cash)		\$232.50			
145757	10/31/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$1,547.95		
	Invoice		Date	Description		Amount			
	3039193641		10/18/2024	3968447:CE TUBE,OIL GAUGE		\$173.52			
	3039220954		10/21/2024	DG9Z5461203AAU:FRD BUCKLE ASY - SEAT BELT		\$115.87			
	3039245179		10/23/2024	FL3Z9940700A:FRD TAILGATE ASY		\$895.30			
	3039267033		10/23/2024	3968447:CE TUBE,OIL GAUGE		\$173.56			
	3039298319		10/25/2024	1 1375541:CT PUMP AS		\$189.70			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,011.17			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$189.70			
	426 - Transit			426.11000 (Cash)		\$347.08			
145758	10/31/2024	Open			Accounts Payable	SHARPENING SHOP	\$675.78		
	Invoice		Date	Description		Amount			
	430554		10/21/2024	FC EDGER BADE 3.8MM; MISC. SIZE FILES AND HANDLE		\$244.04			
	430868		10/25/2024	PP 101 LONG REACH PRUNER		\$134.68			
	430839		10/25/2024	COVER;MUFFLER (parks)		\$11.98			
	430797		10/24/2024	AIR FILTER; PLEATED AIR FILTER		\$285.08			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$11.98			
	205 - Sports Facilities			205.11000 (Cash)		\$134.68			
	246 - Landscape Assessment			246.11000 (Cash)		\$529.12			
145759	10/31/2024	Open			Accounts Payable	Sloan Sakai Yeung & Wong LLP	\$14,710.50		
	Invoice		Date	Description		Amount			
	56317		09/30/2024	Sloan Sakai Services September 2024		\$14,710.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$14,710.50			
145760	10/31/2024	Open			Accounts Payable	STANISLAUS CO ENV RES	\$273.00		
	Invoice		Date	Description		Amount			
	478403		10/01/2024	CERS YEARLY FEES		\$273.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$273.00			

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145761	10/31/2024	Open			Accounts Payable	STANISLAUS COUNTY AUDITOR CONTR	\$625.50		
	Invoice		Date	Description		Amount			
	3929		09/06/2024	ENCROACHMENT PERMIT # 331-2024, 820 WEST AVE SOUTH WATER CONNECT		\$625.50			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$625.50			
145762	10/31/2024	Open			Accounts Payable	STANISLAUS COUNTY DEPT	\$4,443.75		
	Invoice		Date	Description		Amount			
	3978		07/26/2024	14-79 GSB, Golf and Berkeley Intersection Project- 7/26/24		\$4,443.75			
	Paying Fund			Cash Account		Amount			
	305 - Capital Facility Fees			305.11000 (Cash)		\$4,443.75			
145763	10/31/2024	Open			Accounts Payable	STANISLAUS COUNTY DEPT OF ENVIRONMENTAL RESOURCES	\$932.00		
	Invoice		Date	Description		Amount			
	476619		10/01/2024	CITY OF TURLOCK WATER QUALITY CONTROL		\$932.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$932.00			
145764	10/31/2024	Open			Accounts Payable	STATE OF CALIFORNIA	\$2,780.00		
	Invoice		Date	Description		Amount			
	765746		10/03/2024	SEPTEMBER 2024 FINGERPRINTING		\$2,780.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,780.00			
145765	10/31/2024	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$55.00		
	Invoice		Date	Description		Amount			
	TAYLOR -T1		10/22/2024	TAYLOR T1 DRINKING WATER TREATMENT OPERATOR CERT RENEWAL		\$55.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$27.50			
	420 - WATER			420.11000 (Cash)		\$27.50			
145766	10/31/2024	Open			Accounts Payable	STOMMEL INC DBA LEHR	\$44.96		
	Invoice		Date	Description		Amount			
	SI110783		10/18/2024	TIONWEDG Whelen Mounting Wedges ION T-Series		\$44.96			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$44.96			
145767	10/31/2024	Open			Accounts Payable	T I D	\$52,234.25		
	Invoice		Date	Description		Amount			
	624170 - Oct 24		10/11/2024	ACC#6241700000 - October 2024		\$52,234.25			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$52,234.25			
145768	10/31/2024	Open			Accounts Payable	TAYLOR VETERINARY HOS INC	\$300.00		
	Invoice		Date	Description		Amount			
	3449609		10/04/2024	A040868		\$300.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$300.00			

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145769	10/31/2024	Open			Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$17,176.18		
	Invoice		Date	Description		Amount			
	2024250105631		10/01/2024	SODIUM BISULFITE		\$8,506.83			
	2024250105910		10/11/2024	SODIUM BISULFITE		\$785.42			
	2024250105719		10/01/2024	SODIUM BISULFITE		\$7,883.93			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$17,176.18			
145770	10/31/2024	Open			Accounts Payable	TID	\$2,373.60		
	Invoice		Date	Description		Amount			
	089013001 2024-2		10/22/2024	2024 IRRIGATION WATER USE- PARCEL 089013001		\$1,313.40			
				2ND INSTALLMENT					
	044010039-2024-2		10/22/2024	2024 IRRIGATION WATER USE- PARCEL 044010039		\$600.00			
				2ND INSTALLMENT					
	044010040 2024-2		10/22/2024	2024 IRRIGATION WATER USE- PARCEL 044010040		\$120.00			
				2ND INSTALLMENT					
	044015008-2024-2		10/22/2024	2024 IRRIGATION WATER USE- PARCEL 44015008		\$340.20			
				2ND INSTALLMENT					
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,373.60			
145771	10/31/2024	Open			Accounts Payable	TURLOCK CITY TOW INC	\$569.43		
	Invoice		Date	Description		Amount			
	141694		09/12/2024	TOWING SERVICE FOR PD ON 9/12/24		\$46.17			
	137615		09/07/2024	TOWING SERVICE FOR PD ON 9/7/24		\$112.86			
	92811		09/17/2024	TOWING SERVICE FOR PD ON 9/17/24		\$164.16			
	139881		09/03/2024	TOWING SERVICE FOR EVIDENCE ON 9/3/24		\$46.17			
	137630		09/28/2024	TOWING SERVICE FOR EVIDENCE ON 9/28/24		\$159.03			
	140608		09/13/2024	TOWING SERVICE FOR WATER VEH ON 9/13/24		\$41.04			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$528.39			
	420 - WATER			420.11000 (Cash)		\$41.04			
145772	10/31/2024	Open			Accounts Payable	TURLOCK JOURNAL	\$500.00		
	Invoice		Date	Description		Amount			
	378824		10/24/2024	Retail Display - 9/14/24		\$500.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$500.00			
145773	10/31/2024	Open			Accounts Payable	TURLOCK UMPIRE GROUP	\$6,226.00		
	Invoice		Date	Description		Amount			
	2024-08		10/11/2024	Umpires Games Adult Softball - Fall 2024		\$6,226.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6,226.00			
145774	10/31/2024	Open			Accounts Payable	UNITED PAVEMENT MAINTENANCE, INC.	\$378,777.35		
	Invoice		Date	Description		Amount			
	PP2/CP 23-040		09/30/2024	23-040 Water Line Replacement for 2024 Roads		\$378,777.35			
				Program Constr					
	Paying Fund			Cash Account		Amount			
	414 - Sewer Line/Trunk Construction			414.11000 (Cash)		\$37,877.73			

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145775	420 - WATER			420.11000 (Cash)			\$340,899.62		
	10/31/2024	Open			Accounts Payable	UNITED RENTAL INC	\$1,726.00		
	Invoice			Date	Description		Amount		
	229163882-010			10/08/2024	SRWA - Equipment rental Skid Steer Loader 9.23.24 - 10.21.24		\$1,726.00		
145776	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$1,726.00		
	10/31/2024	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$80,566.24		
	Invoice			Date	Description		Amount		
145777	52474002			10/04/2024	SODIUM HYPOCHLORITE		\$16,208.45		
	52505340			10/18/2024	SRWA SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 10.18.24		\$14,662.77		
	52509190			10/18/2024	SODIUM HYPOCHLORITE		\$12,318.73		
	52491286			10/14/2024	SODIUM HYPOCHLORITE		\$16,325.65		
	52484475			10/10/2024	SODIUM HYPOCHLORITE		\$7,011.23		
	52498455			10/16/2024	SODIUM HYPOCHLORITE		\$14,039.41		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$65,903.47		
	450 - SRWA - Operations			450.11000 (Cash)			\$14,662.77		
	10/31/2024	Open			Accounts Payable	VERIZON WIRELESS	\$7,601.99		
	Invoice			Date	Description		Amount		
	9975461696			10/03/2024	POLICE SEP 04 - OCT 03		\$3,877.32		
	9975461708			10/03/2024	972530635-00038 - SRWA SURFACE PROS (9.04.24 - 10.03.24)		\$444.72		
	9975461700			10/03/2024	CM/CA/EDC/CC - Monthly Cell Phone & Devices Bill		\$316.41		
	9975461705			10/25/2024	TRANSIT 00033 SEPTEMBER - OCTOBER 2024		\$300.91		
	9975461698			10/25/2024	ENGINEERING 00023 SEPTEMBER - OCTOBER 2024		\$432.17		
	9975461701			10/25/2024	RECREATION 00028 SEPTEMBER- OCTOBER 2024		\$1,392.84		
	9975461706			10/25/2024	MAINTENANCE 0036 SEPTEMBER - OCTOBER 2024		\$837.62		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$5,570.11		
	205 - Sports Facilities			205.11000 (Cash)			\$38.01		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$219.18		
	246 - Landscape Assessment			246.11000 (Cash)			\$496.13		
	270 - Recreation Grants			270.11000 (Cash)			\$455.51		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$38.01		
	426 - Transit			426.11000 (Cash)			\$300.91		
	450 - SRWA - Operations			450.11000 (Cash)			\$444.72		
	505 - Fleet			505.11000 (Cash)			\$39.41		
145778	10/31/2024			Open	Accounts Payable	Vestis Group Inc DBA Vestis Services LLC	\$323.09		
	Invoice			Date	Description		Amount		
	26717740			10/25/2024	JACKETS		\$323.09		
	Paying Fund			Cash Account			Amount		
145778	505 - Fleet			505.11000 (Cash)			\$323.09		

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145779	10/31/2024	Open			Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$1,250.00		
	Invoice		Date	Description		Amount			
	12-4245		10/01/2024	Project Management Software Tool for Capital Projects-10/1/24		\$1,250.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,250.00			
145780	10/31/2024	Open			Accounts Payable	VWR INTERNATIONAL INC	\$362.05		
	Invoice		Date	Description		Amount			
	8817198489		09/24/2024	VWR PETRI DISH LAB SUPPLIES		\$106.06			
	8817373236		10/16/2024	CULTURE TUBES LAB SUPPLIES		\$15.49			
	8817352651		10/14/2024	TRYPTIC SOY BROTH LAB SUPPLIES		\$84.20			
	8817396746		09/18/2024	SULFURIC ACID		\$109.71			
	8817392266		10/18/2024	NUTRIENT AGAR 2L		\$37.90			
	8817368876		10/15/2024	BEAKER TALL FROM GLASS LAB SUPPLIES		\$8.69			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$133.89			
	420 - WATER			420.11000 (Cash)		\$228.16			
145781	10/31/2024	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$7,352.25		
	Invoice		Date	Description		Amount			
	00339.14-3		10/15/2024	NPDES Permit Compliance Services		\$7,352.25			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$7,352.25			
145782	10/31/2024	Open			Accounts Payable	WEST PUBLISHING CORPORATION	\$279.08		
	Invoice		Date	Description		Amount			
	850837330		10/01/2024	ONLINE SOFTWARE SUBSCRIPTION FOR 09/01/24 - 09/30/24		\$279.08			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$279.08			
145783	10/31/2024	Open			Accounts Payable	WMB ARCHITECTS INC	\$2,155.84		
	Invoice		Date	Description		Amount			
	25957		10/20/2024	SR01, 24-010 Fire Station 31 SCBA Compressor Room-10/20/24		\$2,155.84			
	Paying Fund			Cash Account		Amount			
	240 - Small Equipment Replacement			240.11000 (Cash)		\$2,155.84			
145784	10/31/2024	Open			Accounts Payable	CONRAD, BRETT	\$276.00		
	Invoice		Date	Description		Amount			
	TR 5048 PER DIEM		10/24/2024	PRINCIPLED POLICING, 11/12/24-11/14/24, GARDEN GROVE		\$276.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$276.00			
145785	10/31/2024	Open			Accounts Payable	DALE, BRIANNA	\$200.00		
	Invoice		Date	Description		Amount			
	2025-00014052		10/24/2024	A/C REFUND		\$200.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$200.00			

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145786	10/31/2024	Open			Accounts Payable	DITTOS MODESTO'S COPY CENTER	\$326.63		
	Invoice		Date	Description		Amount			
	212630		10/14/2024	NOTICE OF REMOVAL FORM AND NOTICE OF PENDING REMOVAL FORM		\$326.63			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$326.63			
145787	10/31/2024	Open			Accounts Payable	KARAGUEZ, JOHNNY	\$200.00		
	Invoice		Date	Description		Amount			
	240920		10/15/2024	DJ SERVICES OPEN HOUSE 10/5/24		\$200.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$200.00			
145788	10/31/2024	Open			Accounts Payable	NENA: THE 911 ASSOCIATION	\$595.00		
	Invoice		Date	Description		Amount			
	200037768		08/19/2024	CTO PROGRAM - PCASTILLO		\$595.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$595.00			
145789	10/31/2024	Open			Accounts Payable	PADILLA , ART	\$238.53		
	Invoice		Date	Description		Amount			
	TR5031 PER DIEM		10/21/2024	CPRS- PLAYGROUND SAFETY CERT. TRAINING, 10/21-10/2424, San Ramon		\$238.53			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$238.53			
145790	10/31/2024	Open			Accounts Payable	ULRICH, MATT	\$276.00		
	Invoice		Date	Description		Amount			
	TR 5048 PER DIEM		10/24/2024	PRINCIPLED POLICING, 11/12/24-11/14/24, GARDEN GROVE		\$276.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$276.00			
145791	10/31/2024	Open			Accounts Payable	VIERRA, ANTONIA	\$100.00		
	Invoice		Date	Description		Amount			
	R24-007107		10/24/2024	A/C REFUND		\$100.00			
	Paying Fund			Cash Account		Amount			
	203 - Animal Fee Forfeiture			203.11000 (Cash)		\$100.00			

Payment Register

From Payment Date: 10/25/2024 - To Payment Date: 10/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:					111 Transactions		\$8,404,660.94		
AP - Accounts Payable Totals									
<u>Checks</u>		<u>Status</u>		<u>Count</u>		<u>Transaction Amount</u>		<u>Reconciled Amount</u>	
		Open		111		\$8,404,660.94		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		111		\$8,404,660.94		\$0.00	
<u>All</u>		<u>Status</u>		<u>Count</u>		<u>Transaction Amount</u>		<u>Reconciled Amount</u>	
		Open		111		\$8,404,660.94		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		111		\$8,404,660.94		\$0.00	
<u>Checks</u>		<u>Status</u>		<u>Count</u>		<u>Transaction Amount</u>		<u>Reconciled Amount</u>	
		Open		111		\$8,404,660.94		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		111		\$8,404,660.94		\$0.00	
<u>All</u>		<u>Status</u>		<u>Count</u>		<u>Transaction Amount</u>		<u>Reconciled Amount</u>	
		Open		111		\$8,404,660.94		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		111		\$8,404,660.94		\$0.00	

Grand Totals:



INVESTMENT AND CASH REPORT FOR SEPTEMBER 30, 2024

CURRENT INVESTMENT AND CASH BALANCE

The City's cash and investments as of SEPTEMBER 30, 2024 totaled the following:

Invested Cash	\$ 266,287,364.38
Demand Deposits (excludes outstanding items)	\$ 18,203,696.13
Total Cash and Investments	<u>\$ 284,491,060.51</u>

See the attached *Schedule of Investments* for detail regarding individual investments.

In compliance with the California Government Code, The City of Turlock has adequate resources to meet its expenditure requirements for the next six months.

COMPLIANCE WITH INVESTMENT POLICY

As of SEPTEMBER 30, 2024, the investment portfolio was in compliance with all elements of the City's Investment Policy.

Prepared by: Jamie Gomes, Accountant II

Jamie Gomes
Signature

10/16/2024
Date Signed

Reviewed and approved as to accuracy by: Diana Lewis, City Treasurer

Diana Lewis
Signature

10/21/2024
Date Signed

Updated: October 15, 2024

CITY OF TURLOCK

Schedule of Investments - As of September 30, 2024

INVESTMENT DETAIL									
Local Agency Investment Fund (LAIF)	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid	
Total LAIF	\$ 9,711,142.43	\$ 9,711,142.43	n/a	4.575%	n/a	n/a	\$ 9,711,142.43	Quarterly	
	9,711,142.43	9,711,142.43					9,711,142.43		
California Asset Management Program (CAMP)									
Total CAMP	68,361,869.99	68,361,869.99	n/a	5.290%	n/a	n/a	\$ 68,361,869.99	Monthly	
	68,361,869.99	68,361,869.99					68,361,869.99		
DEMAND DEPOSITS:									
West America Bank Daily Receipts (unreconciled)	18,193,776.13	18,193,776.13	n/a	n/a	n/a	n/a	18,193,776.13	monthly	
Petty Cash	9,920.00	9,920.00	n/a	n/a	n/a	n/a	9,920.00	n/a	
Total Demand Deposits	18,203,696.13	18,203,696.13					18,203,696.13		
CERTIFICATES OF DEPOSIT:									
Bank of Stockton	1,179,037.41	1,179,037.41	n/a	0.200%	4/13/23	10/13/24	1,179,037.41	Maturity	
Bank of Stockton	2,165,455.36	2,165,455.36	n/a	4.760%	10/16/23	10/16/24	2,165,455.36	Maturity	
Bank of Stockton	1,193,305.42	1,193,305.42	n/a	4.760%	10/23/23	10/23/24	1,193,305.42	Maturity	
Raymond James Bank NA	247,000.00	247,000.00	n/a	1.850%	11/26/19	11/26/24	245,842.77	May & Nov	
State Bank of India	247,000.00	247,000.00	n/a	2.050%	11/27/19	11/27/24	245,895.47	May & Nov	
Merrick Bank	247,000.00	247,000.00	n/a	1.800%	11/29/19	11/29/24	245,828.81	Monthly	
Farmers & Merchants Bank	2,420,244.09	2,420,244.09	n/a	4.000%	2/2/24	2/2/25	2,420,244.09	Maturity	
Farmers & Merchants Bank	1,219,123.51	1,219,123.51	n/a	4.000%	2/4/24	2/4/25	1,219,123.51	Maturity	
East Boston Savings Bank	249,000.00	249,000.00	n/a	0.500%	8/14/20	8/14/25	241,335.67	Monthly	
Enterprise Bank/PA	249,000.00	249,000.00	n/a	0.500%	8/14/20	8/14/25	241,335.67	Monthly	
Pony Express Bank	249,000.00	249,000.00	n/a	0.450%	8/14/20	8/14/25	241,229.18	Monthly	
First Carolina Bank	249,000.00	249,000.00	n/a	0.450%	8/20/20	8/20/25	241,123.77	Monthly	
Oak Valley Community Bank	2,138,739.78	2,138,739.78	n/a	3.560%	9/2/24	9/2/25	2,138,739.78	Maturity	
Oak Valley Community Bank	3,172,918.77	3,172,918.77	n/a	3.560%	9/2/24	9/2/25	3,172,918.77	Maturity	
Valley Natl Bk Wayne	245,000.00	245,000.00	n/a	4.600%	4/2/24	4/2/27	249,547.94	Monthly	
Owen County St Bk Spencer Ind	248,000.00	248,000.00	n/a	5.100%	10/31/23	10/29/27	257,526.18	Monthly	
Total Certificates of Deposit	15,718,824.34	15,718,824.34					15,698,489.80		
MONEY MARKET AND MUTUAL FUNDS									
Oak Valley Community Bank-MM	5,210,509.33	5,210,509.33	n/a	3.560%	9/2/15	open	5,210,509.33	monthly	
WestAmerica Bank-MM	10,385,950.51	10,385,950.51	n/a	4.000%	10/23/23	open	10,385,950.51	monthly	
	15,596,459.84	15,596,459.84					15,596,459.84		
U.S. TREASURIES:									
US Treasury Note	MATURED	MATURED	1.250%	0.484%	6/30/21	8/31/24	MATURED	Feb & Aug	
US Treasury Note	MATURED	MATURED	1.500%	0.228%	2/3/21	9/30/24	MATURED	March & Sept	
US Treasury Bill	1,901,356.12	2,000,000.00	0.000%	5.311%	11/13/23	10/31/24	1,992,205.00	N/A	
US Treasury Note	1,032,343.75	1,000,000.00	1.500%	0.520%	6/30/21	10/31/24	1,994,463.00	Apr & Oct	
US Treasury Note	1,023,476.56	1,000,000.00	1.500%	0.701%	11/10/21	10/31/24	1,999,218.76	Apr & Oct	
US Treasury Note	1,980,000.00	2,000,000.00	4.500%	5.396%	10/3/23	11/30/24	1,997,765.62	May & Nov	
US Treasury Note	1,973,750.00	2,000,000.00	4.250%	5.390%	10/19/23	12/31/24	1,997,765.62	Jun & Dec	
US Treasury Note	2,036,875.00	2,000,000.00	2.000%	1.377%	2/3/22	2/15/25	1,981,308.60	Feb & Aug	
US Treasury Note	1,980,000.00	2,000,000.00	0.500%	0.800%	11/10/21	3/31/25	1,962,203.12	March & Sept	
US Treasury Note	1,955,625.00	2,000,000.00	2.750%	3.558%	6/16/22	5/15/25	1,981,425.78	May & Nov	
US Treasury Note	1,935,625.00	2,000,000.00	2.875%	5.008%	11/13/23	6/15/25	1,981,890.62	Jun & Dec	
US Treasury Note	1,965,703.13	2,000,000.00	0.375%	0.685%	6/30/21	6/30/25	1,943,250.00	Jun & Dec	
US Treasury Note	1,963,750.00	2,000,000.00	0.250%	0.701%	6/30/21	7/31/25	1,938,027.34	Jan & July	
US Treasury Note	1,961,171.88	2,000,000.00	0.250%	0.724%	6/30/21	8/31/25	1,932,515.62	Feb & Aug	
US Treasury Note	1,969,531.25	2,000,000.00	4.250%	5.047%	10/3/23	10/15/25	2,006,250.00	Apr & Oct	
US Treasury Note	1,955,000.00	2,000,000.00	0.375%	0.942%	11/10/21	11/30/25	1,920,703.12	May & Nov	
US Treasury Note	1,898,750.00	2,000,000.00	2.625%	5.086%	10/19/23	12/31/25	1,970,156.24	Jun & Dec	
US Treasury Note	1,977,734.38	2,000,000.00	0.750%	1.010%	11/10/21	3/31/26	1,913,085.94	March & Sept	
US Treasury Note	1,791,406.25	2,000,000.00	0.750%	3.602%	6/16/22	5/31/26	1,904,843.76	May & Nov	

CITY OF TURLOCK

Schedule of Investments - As of September 30, 2024

INVESTMENT DETAIL										When Interest Paid	
	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market				
US Treasury Note	978,398.44	1,000,000.00	4.125%	5.001%	10/19/23	6/15/26	3,020,039.07			Jun & Dec	
US Treasury Note	1,997,656.25	2,000,000.00	4.125%	4.176%	2/6/24	6/15/26				Jun & Dec	
US Treasury Note	970,781.25	1,000,000.00	0.875%	1.564%	2/3/22	6/30/26	952,617.19			Jun & Dec	
US Treasury Note	1,982,187.50	2,000,000.00	4.500%	4.843%	10/3/23	7/15/26	2,027,421.88			Jan & July	
US Treasury Note	1,918,750.00	2,000,000.00	0.625%	1.565%	2/3/22	7/31/26	1,892,929.68			Jan & July	
US Treasury Note	1,845,000.00	2,000,000.00	1.625%	3.590%	6/16/22	9/30/26	1,922,968.76			March & Sept	
US Treasury Note	1,788,671.88	2,000,000.00	1.125%	4.068%	11/29/22	10/31/26	1,899,453.12			Apr & Oct	
US Treasury Note	897,343.75	1,000,000.00	1.500%	4.924%	10/19/23	1/31/27	952,890.62			Jan & July	
US Treasury Note	1,858,750.00	2,000,000.00	2.500%	4.717%	10/3/23	3/31/27	1,948,125.00			March & Sept	
US Treasury Note	1,859,687.50	2,000,000.00	2.625%	4.735%	10/3/23	5/31/27	1,950,781.24			May & Nov	
US Treasury Note	1,964,375.00	2,000,000.00	3.250%	3.691%	2/3/23	6/30/27	1,983,437.50			Jun & Dec	
US Treasury Note	962,187.50	1,000,000.00	2.750%	3.671%	2/3/23	7/31/27	977,890.63			Jan & July	
US Treasury Bond	2,223,125.00	2,000,000.00	6.375%	3.680%	2/3/23	8/15/27	2,155,234.38			Feb & Aug	
US Treasury Note	2,004,687.50	2,000,000.00	4.125%	4.062%	7/25/23	9/30/27	2,031,406.24			March & Sept	
US Treasury Note	2,005,312.50	2,000,000.00	4.125%	4.055%	7/25/23	10/31/27	2,031,015.62			Apr & Oct	
US Treasury Note	954,531.25	1,000,000.00	3.500%	4.672%	10/3/23	1/31/28	997,382.81			Jan & July	
US Treasury Note	1,947,500.00	2,000,000.00	4.000%	4.665%	10/3/23	2/29/28	2,026,406.24			Feb & Aug	
US Treasury Note	1,714,062.50	2,000,000.00	1.250%	4.863%	10/19/23	3/31/28	1,847,421.88			March & Sept	
US Treasury Note	1,959,375.00	2,000,000.00	3.500%	4.026%	2/6/24	4/30/28	1,994,140.62			Apr & Oct	
US Treasury Note	1,704,687.50	2,000,000.00	1.250%	4.860%	10/19/23	5/31/28	1,840,000.00			May & Nov	
US Treasury Note	1,968,906.25	2,000,000.00	3.625%	4.020%	2/6/24	5/31/28	2,002,265.62			May & Nov	
US Treasury Note	1,703,437.50	2,000,000.00	1.000%	4.528%	11/13/23	7/31/28	3,631,250.00			Jan & July	
US Treasury Note	1,755,078.13	2,000,000.00	1.000%	4.012%	2/6/24	7/31/28				Jan & July	
US Treasury Note	1,761,250.00	2,000,000.00	1.125%	4.014%	2/6/24	8/31/28	1,820,859.38			Feb & Aug	
US Treasury Note	2,008,125.00	2,000,000.00	4.375%	4.272%	3/28/24	8/31/28	2,056,796.88			Feb & Aug	
US Treasury Note	2,014,375.00	2,000,000.00	4.625%	4.440%	5/28/24	9/30/28	2,076,718.76			March & Sept	
US Treasury Note	2,050,000.00	2,000,000.00	4.875%	4.269%	3/28/24	10/31/28	2,098,125.00			Apr & Oct	
US Treasury Note	1,905,625.00	2,000,000.00	3.125%	4.258%	3/28/24	11/15/28	1,969,765.62			May & Nov	
US Treasury Note	1,754,062.50	2,000,000.00	1.375%	4.257%	3/28/24	12/31/28	1,827,031.24			Jun & Dec	
US Treasury Note	1,965,000.00	2,000,000.00	4.000%	4.417%	5/28/24	1/31/29	2,032,812.50			Jan & July	
US Treasury Note	1,848,437.50	2,000,000.00	2.625%	4.422%	5/28/24	2/15/29	3,854,843.76			Feb & Aug	
US Treasury Note	1,863,984.38	2,000,000.00	2.625%	4.250%	6/20/24	2/15/29				Feb & Aug	
US Treasury Note	1,834,687.50	2,000,000.00	2.375%	4.320%	7/3/24	3/31/29	1,898,984.38			March & Sept	
US Treasury Note	1,975,000.00	2,000,000.00	4.125%	4.413%	5/28/24	3/31/29	2,044,296.88			March & Sept	
US Treasury Note	1,997,343.75	2,000,000.00	4.250%	4.280%	7/3/24	6/30/29	2,058,906.26			Jun & Dec	
Total U.S. Treasuries	93,244,481.15	97,000,000.00					95,243,531.28				

U.S. AGENCY SECURITIES:

FFCB (Federal Farm Credit Bank)	2,013,840.00
FNMA (Fannie Mae)	933,000.00
FNMA (Fannie Mae)	1,837,800.00
FFCB (Federal Farm Credit Bank)	1,994,838.20
FNMA (Fannie Mae)	1,895,214.00
FHLB (Federal Home Loan Bank)	1,994,600.00
FHLB (Federal Home Loan Bank)	2,062,460.00
FFCB (Federal Farm Credit Bank)	1,992,294.00
FFCB (Federal Farm Credit Bank)	2,000,000.00
FFCB (Federal Farm Credit Bank)	1,988,990.00
FFCB (Federal Farm Credit Bank)	1,987,672.00
FFCB (Federal Farm Credit Bank)	957,212.00
FFCB (Federal Farm Credit Bank)	1,004,300.00
FFCB (Federal Farm Credit Bank)	2,344,629.43
FFCB (Federal Farm Credit Bank)	2,977,740.00
FHLB (Federal Home Loan Bank)	1,047,690.00

CITY OF TURLOCK

Schedule of Investments - As of September 30, 2024

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
FHLB (Federal Home Loan Bank)	983,617.00	1,000,000.00	1.250%	1.600%	2/3/22	12/21/26	948,015.30	June & Dec
FFCB (Federal Farm Credit Bank)	2,003,580.00	2,000,000.00	4.500%	4.435%	3/28/24	3/26/27	2,038,032.74	March & Sept
FFCB (Federal Farm Credit Bank)	1,903,352.00	2,000,000.00	2.875%	4.282%	7/25/23	4/26/27	1,963,871.46	Apr & Oct
FFCB (Federal Farm Credit Bank)	1,999,930.00	2,000,000.00	4.500%	4.500%	6/20/24	5/20/27	2,044,903.00	May & Nov
FHLB (Federal Home Loan Bank)	1,995,276.00	2,000,000.00	4.125%	4.190%	7/25/23	6/11/27	2,025,878.86	June & Dec
FFCB (Federal Farm Credit Bank)	1,996,124.00	2,000,000.00	4.625%	4.679%	11/15/23	11/15/27	2,056,582.62	May & Nov
FHLB (Federal Home Loan Bank)	1,986,000.00	2,000,000.00	4.250%	4.471%	7/3/24	12/10/27	2,038,652.68	June & Dec
FHLB (Federal Home Loan Bank)	1,818,046.00	2,000,000.00	2.500%	4.956%	10/19/23	12/10/27	1,929,068.22	June & Dec
FHLB (Federal Home Loan Bank)	1,978,638.00	2,000,000.00	3.250%	4.708%	10/3/23	6/9/28	3,953,781.44	June & Dec
FHLB (Federal Home Loan Bank)	1,916,302.00	2,000,000.00	3.250%	4.420%	7/3/24	6/9/28	2,075,680.06	May & Nov
FFCB (Federal Farm Credit Bank)	2,005,680.00	2,000,000.00	4.625%	4.561%	11/13/23	11/13/28	2,094,934.40	Apr & Oct
FFCB (Federal Farm Credit Bank)	2,026,700.00	2,000,000.00	4.750%	4.444%	5/28/24	4/30/29	4,440,655.12	May & Nov
FNMA (Fannie Mae)	2,159,700.00	2,000,000.00	6.250%	4.439%	5/28/24	5/15/29	2,084,879.44	May & Nov
FNMA (Fannie Mae)	2,174,240.00	2,000,000.00	6.250%	4.261%	6/20/24	5/15/29	2,084,879.44	June & Dec
FHLB (Federal Home Loan Bank)	2,031,170.00	2,000,000.00	4.625%	4.271%	6/20/24	6/8/29	58,828,637.10	
Total U.S. Agencies	57,910,634.63	58,358,000.00						
CORPORATE NOTES/BONDS								
Tennessee Valley Authority	1,907,880.00	2,000,000.00	2.875%	4.300%	7/25/23	2/1/27	1,964,304.16	Feb & Aug
Microsoft Corp	1,930,730.00	2,000,000.00	3.300%	4.210%	11/29/22	2/6/27	1,981,200.02	Feb & Aug
Apple Inc	1,905,342.00	2,000,000.00	3.000%	4.100%	2/3/23	11/13/27	1,958,885.20	May & Nov
Total Corporate Notes/Bonds	5,743,952.00	6,000,000.00					5,904,389.38	
TOTAL INVESTMENTS	\$ 266,287,364.38	\$ 173,746,296.60					\$ 269,344,519.82	
TOTAL INVESTMENTS AND DEMAND DEPOSITS	284,491,060.51	191,949,992.73					287,548,215.95	

Note: Market values are as stated by Wells Fargo Bank Investment statements.

Payment Register

From Payment Date: 9/1/2024 - To Payment Date: 9/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>EFT</u>									
5786	09/18/2024	Open			Accounts Payable	UNITED PAVEMENT MAINTENANCE, INC.	\$766,493.36		
	Invoice		Date	Description		Amount			
	PP1/CP 23-032		09/18/2024	23-032 Roads Program Capital Improvement Program- 8/1/24		\$766,493.36			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$766,493.36			
5787	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$2,546.16		
	Invoice		Date	Description		Amount			
	821130373		09/13/2024	CLAIMS AUGUST 2024 -TCEA		\$2,546.16			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$2,546.16			
5788	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$123.50		
	Invoice		Date	Description		Amount			
	821130398		09/13/2024	CLAIMS AUGUST 2024 -COBRA		\$123.50			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$123.50			
5789	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$726.60		
	Invoice		Date	Description		Amount			
	821130384		09/13/2024	CLAIMS AUGUST 2024 - FIRE		\$726.60			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$726.60			
5790	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$229.25		
	Invoice		Date	Description		Amount			
	821130393		09/13/2024	CLAIMS AUGUST 2024 -TMAPS		\$229.25			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$229.25			
5791	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$802.15		
	Invoice		Date	Description		Amount			
	821130387		09/13/2024	CLAIMS AUGUST 2024 - TAPO		\$802.15			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$802.15			
5792	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$467.08		
	Invoice		Date	Description		Amount			
	821130381		09/13/2024	CLAIMS AUGUST 2024 - CONFIDENTIAL		\$467.08			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$467.08			
5793	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$240.24		
	Invoice		Date	Description		Amount			
	821130377		09/13/2024	CLAIMS AUGUST 2024 - MANAGEMENT		\$240.24			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$240.24			
5794	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$15.33		
	Invoice		Date	Description		Amount			
	821124096		09/13/2024	PREMIUMS SEPTEMBER 2024 - COBRA		\$15.33			

Payment Register

From Payment Date: 9/1/2024 - To Payment Date: 9/30/2024

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)		\$15.33		
5795	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$10.22		
	Invoice		Date	Description			Amount		
	821112737		09/13/2024	PREMIUMS SEPTEMBER 2024 - CITY OF TURLOCK			\$10.22		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$10.22		
5796	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$352.59		
	Invoice		Date	Description			Amount		
	821124091		09/13/2024	PREMIUMS SEPTEMBER 2024 - TAPO			\$352.59		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$352.59		
5797	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$189.07		
	Invoice		Date	Description			Amount		
	821124088		09/13/2024	PREMIUMS SEPTEMBER 2024 - FIRE			\$189.07		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$189.07		
5798	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$81.76		
	Invoice		Date	Description			Amount		
	821124089		09/13/2024	PREMIUMS SEPTEMBER 2024 - CONFIDENTIAL			\$81.76		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$81.76		
5799	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$832.93		
	Invoice		Date	Description			Amount		
	821124090		09/13/2024	PREMIUMS SEPTEMBER 2024 - TCEA			\$832.93		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$832.93		
5800	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$20.44		
	Invoice		Date	Description			Amount		
	821124092		09/13/2024	PREMIUMS SEPTEMBER 2024 - EXECUTIVE TEAM			\$20.44		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$20.44		
5801	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$97.09		
	Invoice		Date	Description			Amount		
	821124093		09/13/2024	PREMIUMS SEPTEMBER 2024 - MANAGEMENT			\$97.09		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$97.09		
5802	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$30.66		
	Invoice		Date	Description			Amount		
	821124094		09/13/2024	PREMIUMS SEPTEMBER 2024 - TMAPS			\$30.66		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$30.66		
5803	09/13/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$76.65		
	Invoice		Date	Description			Amount		
	821124095		09/13/2024	PREMIUMS SEPTEMBER 2024 - RETIREE			\$76.65		
	Paying Fund				Cash Account		Amount		

Payment Register

From Payment Date: 9/1/2024 - To Payment Date: 9/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	511 - Health Care			511.11000 (Cash)			\$76.65		
5806	09/25/2024	Open			Accounts Payable	US BANK-VISA	\$156,654.06		
	Invoice		Date	Description		Amount			
	9/23/2024X9452		09/25/2024	Procurement Card Charges - 9/23/24 Statement		\$156,654.06			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$156,654.06			
5807	09/11/2024	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$86.79		
	Invoice		Date	Description		Amount			
	4/01/24-06/30/24		09/11/2024	APR-JUN 2024 CNG FUEL TAX		\$86.79			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$86.79			

Type EFT Totals:

20 Transactions

\$930,075.93

AP - Accounts Payable Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$930,075.93	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	20	\$930,075.93	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$930,075.93	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	20	\$930,075.93	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$930,075.93	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	20	\$930,075.93	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$930,075.93	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	20	\$930,075.93	\$0.00

City Council Meeting Minutes

October 22, 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

Councilmember Monez requested to amend the agenda to move agenda item 10A and 10B after 8D.

Motion: Approval of Agenda as amended, 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. 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 Attorney Petrulakis gave a briefing regarding the status on the facility at 1617 Colorado Avenue.

6. PUBLIC PARTICIPATION

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

Venita Quame
Curtis
Kyle Roach
Keisha Sangha
Milt Trieweler
John Gabelon
Justin Farkas

**CITY OF TURLOCK
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Ron Bridegroom

With no further comments, Mayor Bublak closed public comment.

7. CONSENT CALENDAR

- 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 2024-156: 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 (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 2024-157: 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)

Action: Motion by Councilmember Monez, seconded by Councilmember Abram, 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

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)

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

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Action: Ordinance-1318: 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, as motion 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

- 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)

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

Action: Ordinance-1319: 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, as motion by Vice Mayor Franco, seconded by Councilmember Monez, 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. 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)

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

Action: Ordinance-1320: 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, as motion by Vice Mayor Franco, seconded by Councilmember Bixel, and carried 4/1 by the following vote:

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

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- 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)

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

Milt Trieweller
John Gabelon
Ron Bridegroom

Action: Ordinance 1321: 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) as motion 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

- 10A. 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 (Fisher)

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

Milt Trieweller

With no further comments, Mayor Bublak closed public comment.

Action: Resolution 2024-161: 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, as motioned by Councilmember Abram, seconded by Councilmember Bixel, and carried 5/0 by the following vote:

**CITY OF TURLOCK
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Councilmember Abram	Councilmember Bixel	Vice Mayor Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

- 10B. 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)

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

Milt Trieweler
Name not provided
John Gabelon
Name not provided
Sebastian Malek
Ron Bridegroom
Joe Cortez
Name not provided
Mary Jackson

With no further comments, Mayor Bublak closed public comment.

Action: Resolution 2024-162: 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”, as motioned by Councilmember Monez, seconded by Vice Mayor Franco, and carried 3/2 by the following vote:

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

Mayor Bublak called for a 5-minute recess at 7:40 p.m. and reconvened the meeting back to order at 7:46 p.m.

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)

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

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), as motioned by Councilmember Monez, seconded by Vice Mayor Franco, and carried 5/0 by the following vote:

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

City Attorney Petrulakis recused himself from the Dias, citing a conflict of interest with the party in agenda item 9B.

- 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)

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

Mallory
Milt Triewelier

With no further comments, Mayor Bublak closed public comment.

Action:

Resolution 2024-159: 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

As motioned by Councilmember Bixel, 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

10. ACTION ITEMS

- A. Item moved after 8D
- B. Item moved after 8D
- 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)

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

Action:

Resolution 2024-163: 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 2024-164: 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)

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

11. CITY MANAGER REPORTS/UPDATES

None

12. COUNCILMEMBER COMMENTS AND ANNOUNCEMENTS

Councilmember Bixel wished everyone a safe Halloween.

Vice Mayor Franco gave the following reminders of events: trick and treat at the public safety facility center on October 24, 2024, Diwali on November 1st, Veterans Day ceremony on November 11, 2024 at 10 a.m. at the public safety facility, and leaf pickup starting on November 4th.

Mayor Bublak recognized Erika Phillips in placing second in her recent competition, and congratulated SRWA on their success in having less than one percent in change orders on the SRWA project.

13. COUNCILMEMBER ITEMS FOR FUTURE CONSIDERATION

Councilmember Abram would like the small business development program to be brought back for consideration.

Mayor Bublak asked about the status of same day permitting, and the software for online permitting.

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

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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

None

16. ADJOURNMENT

Mayor Bublak adjourned the meeting at 9:10 p.m.

Respectfully submitted

Nichole Fiez, City Clerk Trainee

Agenda Item 7C

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

City Council Staff Report

November 12, 2024



From: Christopher Fisher, Municipal Services Director
Prepared by: Charlotte Calvario, Engineering Project Coordinator
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$40,705 from Fund 401 unallocated reserves to Fund 401 "Airport" account number 401-10-125.51000 "Capital Improvements" to complete funding for City Project No. 24-038 "Crack Sealing at the Turlock Muni Airport FY 24-25"; determining the award of bid is exempt from the provisions of CEQA in accordance with Section 15301 of the CEQA guidelines; awarding bid and approving an Agreement with Cal Coating Asphalt, Inc. of Turlock, California in the amount of \$58,719.20; and authorizing a construction contingency amount of \$5,872 (10%) for construction of City Project No. 24-038 "Crack Sealing at the Turlock Muni Airport FY 24-25" to be funded by Fund 401 "Airport"

2. DISCUSSION OF ISSUE:

The purpose of City Project No. 24-038 "Crack Sealing at the Turlock Muni Airport FY 24-25" is to employ a low-cost method for keeping the existing runway and taxiway in good working order at the Turlock Municipal Airport located at 13604 Newport Road in Ballico. Crack sealing is required maintenance to preserve the expected useful life of the asset and is a cost-effective maintenance strategy by addressing small cracks before they become more costly repairs. Crack sealing of the runway and taxiway occurred approximately six (6) years ago and these areas are now due for another application.

The main elements of the scope of work for this project consist of:

- Removing existing crack sealant material
- Routing all transverse cracks to provide a uniform reservoir for crack fill material
- Fill cracks from 1/8" to 1" wide with approved crack fill material.

City staff contacted four (4) qualified contractors and solicited bids using the City's informal bidding procedures for projects whose construction contract cost does not exceed \$60,000.00 pursuant to Turlock Municipal Code Section 2-9-03. Two bids were received for City Project 24-038 "Crack Sealing at the Turlock Muni Airport FY 24-25." Cal Coating Asphalt, Inc. of Turlock, California, was the lowest bidder submitting a responsive bid in the amount of \$58,719.20.

Bid Summary:

BIDDER	BID AMOUNT
Cal Coating Asphalt, Inc.	\$58,719.20

Pavement Coatings Co.	\$59,009.90
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Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an agreement with Cal Coating Asphalt, Inc., of Turlock, CA, as the lowest responsive, responsible bidder with a bid amount of \$58,719.20.

Following completion of the subject project, the runway and taxiway will still be in need of further maintenance, including repair of cracks larger than 1" in width and surface treatment of the asphalt concrete with a slurry seal, micro-surfacing, or thin lift hot mix asphalt overlay. The Turlock Regional Aviation Association (TRAA) and City of Turlock staff are investigating potential grants sources that may be available for future maintenance work at the airport.

3. BASIS OF RECOMMENDATION:

1. Per the Public Contract Code, § 20160 et seq., the City Council has the discretion to decide if a bid shall be awarded or rejected. If Council decides to award the bid, the bid has to be awarded to the lowest responsible bidder submitting a responsive bid.
2. Staff recommends Council approval of a contract change order contingency amount of \$5,872.00 in accordance with Resolution No. 2023-070. This equates to 10% of the construction contract price.
3. An appropriation of \$40,705 is necessary from unallocated reserves to fund the project.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

The total estimated project costs are displayed below:

Preliminary Engineering	\$2,809.79
Construction Contractor Bid Cost	\$58,719.20
Construction Contingency	\$5,872.00
Construction Engineering	\$3,303.35
Estimated Total Project Costs	\$70,704.34

The designated project account number for this project is Fund 401 "Airport" account number 401-10-125.51000 "Capital Improvements."

Estimated Total Project Costs	\$ 70,704.34	A
FY 24-25 Budget Amount - GL account 401-10-125.51000 "Capital Improvements."	\$ 30,000.00	B
GL account balance after	\$ -40,704.34	C = B - A

estimated project expenses		
Budget appropriation needed	\$ -40,705	D = C (rounded)

The City of Turlock, as the sponsor for the Turlock Municipal Airport, has been awarded an allocation of funds through the FAA's CARES grant, for \$30,000, and ARPA grant, for \$32,000, which could be used to offset project expenses. Although staff have been unable to receive firm confirmation that this project is eligible for reimbursement under these grants, staff plan to submit receipts that fit within the guidelines for each grant. However, the actions recommended in this staff report assume that these grants will not lend financial support to this project.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action is exempt from CEQA per Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines as this section exempts projects that involve the operation, repair, maintenance, or minor alterations to existing structures, facilities, including interior or exterior alterations involving negligible or no expansion of use, and allows for the restoration or rehabilitation of structures to meet current standards for public health and safety.

8. ALTERNATIVES:

- A. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because crack sealing is necessary and funding is available.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. Agreement
- 3. Bid Summary

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$40,705 FROM FUND 401 UNALLOCATED }
RESERVES TO FUND 401 "AIRPORT" }
ACCOUNT NUMBER 401-10-125.51000 }
"CAPITAL IMPROVEMENTS" TO }
COMPLETE FUNDING FOR CITY PROJECT }
NO. 24-038 "CRACK SEALING AT THE }
TURLOCK MUNI AIRPORT FY 24-25"; }
DETERMINING THE AWARD OF BID IS }
EXEMPT FROM THE PROVISIONS OF }
CEQA IN ACCORDANCE WITH SECTION }
15301 OF THE CEQA GUIDELINES; }
AWARDING BID AND APPROVING AN }
AGREEMENT WITH CAL COATING }
ASPHALT, INC. OF TURLOCK, }
CALIFORNIA IN THE AMOUNT OF }
\$58,719.20; AND AUTHORIZING A }
CONSTRUCTION CONTINGENCY AMOUNT }
OF \$5,872 (10%) FOR CONSTRUCTION OF }
CITY PROJECT NO. 24-038 "CRACK }
SEALING AT THE TURLOCK MUNI }
AIRPORT FY 24-25" TO BE FUNDED BY }
FUND 401 "AIRPORT" }

RESOLUTION NO. 2024-

WHEREAS, City Project No. 24-038 "Crack Sealing at the Turlock Muni Airport FY 24-25" consists of crack sealing the existing runway and taxiway asphalt at the Turlock Muni Airport along with crack routing transverse cracks; and

WHEREAS, on September 26th, 2024, two (2) bids were received for City Project No. 24-038 "Crack Sealing at the Turlock Muni Airport FY 24-25" with Cal Coating Asphalt, Inc., of Turlock, California, submitting the lowest responsive bid in the amount of \$58,719.20; and

WHEREAS, project construction costs and construction contract amount plus contingency for change orders, and City engineering staff time for project management and inspection, are estimated to total \$70,704.34; and

WHEREAS, there are insufficient funds in the dedicated project account and an appropriation of \$40,705 from unallocated reserves is necessary; and

WHEREAS, this action is exempt from CEQA per Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines as this project involves operation, repair, maintenance, or minor alterations to existing structures, facilities, including interior or exterior alterations involving negligible or no expansion of use, and allows for the restoration or rehabilitation of structures to meet current standards for public health and safety.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$40,705 from Fund 401 unallocated reserves to Fund 401 "Airport" account number 401-10-125.51000 "Capital Improvements" to complete funding for City Project No. 24-038 "Crack Sealing at the Turlock Muni Airport FY 24-25"; determine the award of bid is exempt from the provisions of CEQA in accordance with Section 15301 of the CEQA guidelines; award bid and approve an Agreement with Cal Coating Asphalt, Inc. of Turlock, California in the amount of \$58,719.20; and authorize a construction contingency amount of \$5,872 (10%) for construction of City Project No. 24-038 "Crack Sealing at the Turlock Muni Airport FY 24-25" to be funded by Fund 401 "Airport".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 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

FOR PUBLIC IMPROVEMENT

City Project No. 24-038

Crack Sealing at the Turlock Muni Airport FY 24/25

THIS PUBLIC IMPROVEMENT AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Cal Coating Asphalt Inc, a California corporation (“Contractor”), on this 12th day of November 2024 (the “Effective Date”). City and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

- A. City seeks a duly qualified and licensed firm experienced in the construction of Crack Sealing at the Turlock Muni Airport FY 24/25 (the “Project”).
- B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.
- C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).
- D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
- E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on November 12th, 2024, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

AGREEMENT

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

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. Special Provisions of the City of Turlock for Crack Sealing at the Turlock Muni Airport FY 24/25 ;
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required in any of the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

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

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

3. Scope of Work.

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

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

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

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "**Special Provisions for Crack Sealing at the Turlock Muni Airport FY 24/25 .**" The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

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

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

4. Contract Price. City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed Fifty-Eight Thousand Seven Hundred Nineteen Dollars and Twenty Cents (**\$58,719.20.**) (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

(c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the

provisions set forth in **Exhibit B**, “Payment by Force Account,” attached hereto and incorporated herein by reference.

5. Time for Performance. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **six (6)** working days (the “Substantial Completion Due Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. All work on this project, including all punch list items, shall be completed on or before the expiration of **ten (10)** working days (the “Final Completion Due Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

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

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

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

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

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor’s financial inability to perform, Contractor’s failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor’s performance of the Services is delayed by an excusable delay, the Substantial and Final Completion Due Dates shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

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

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

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

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

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

- iii. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.

If the Contract is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Contract may have been suspended, as herein above provided, the City Council may further suspend the Contract, or either Party hereto may, without incurring any liability, elect to declare the Contract terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Contract Price for such portion of the Contract as may have been performed; or

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

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

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Seven Hundred** and no/100ths Dollars (**\$700.00**) for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Three Hundred Fifty** and no/100ths Dollars (**\$350.00**) for each calendar day beyond the Final Completion Due Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Substantial and Final Completion Due Dates. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Substantial and Final Completion Due Dates shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by

a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

6. Termination.

(a) *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the “Defaulting Party”), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

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

7. Liability for Breach: Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either

Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

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

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the Project's critical path of work are on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5 percent (5%) as specified above. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of recordation of the Notice of Completion, pursuant to Section 2 of this agreement, and not later than sixty (60) days from the "completion" of the Services as said term is defined in Public Contract Code section 7107(c).

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

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

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

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

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

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

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

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

10. Permits and Care of Work: Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location

of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

11. Public Works and Payment of Prevailing Wage:

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

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

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

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

13. Inspection and Testing by City: Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by

Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

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

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

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

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

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

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

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials

in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

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

17. Indemnification:

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

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

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

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

- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the Contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.
- (2) For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) *Auto Insurance.* Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent,

with a limit of no less than Two Million Dollars (\$2,000,000.00) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* [Intentionally Omitted]

(e) *Contractors Pollution Insurance.* [Intentionally Omitted]

(f) *Professional Liability Insurance.* [Intentionally Omitted]

(g) *Umbrella or Excess Policy.* Contractor 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 Contractor's primary and excess liability policies are exhausted.

(h) *Deductibles and Self-Insured Retentions.* Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City's Agents; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

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

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

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

19. Ownership of Work Product: Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to City:

**City of Turlock
Attn: City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5461**

With courtesy copies to:

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

If to Contractor:

Richard Keas, Sr.
2086 E Canal Dr. #172
Turlock CA 95380

If to Contractor's Sureties:

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

Charlotte Calvario
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-6029
E-mail: ccalvario@turlock.ca.us

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

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

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

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

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

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

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

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

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

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

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

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

38. Counterparts: This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

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

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

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

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

[Signatures on Following Page]

IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of 31 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CONTRACTOR

By: Richard Keas, Jr.

Print Name

Address: 2086 E. Canal Dr.
PMB 172

Turlock CA 95380
Phone: 209. 668. 2700

Date: 10/29/2024

Federal Tax ID or Social Security No:

20-3176466

DIR Registration Number:

1000014189

Affix Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
Sarah Eddy, Acting City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
William D. Morris, RCE, PLS, City Engineer

By: _____
Christopher Fisher, Municipal Services
Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk

EXHIBIT A CONTRACTOR'S PROPOSAL FOR SERVICES

ATTACHMENT A BID PROPOSAL

CITY PROJECT NO. 24-038
"CRACK SEALING AT THE TURLOCK MUNI AIRPORT FY 24/25"
SEPTEMBER 12, 2024

BUSINESS NAME: Cal Coating Asphalt, Inc.
BIDDER NAME: Same As Above
BUSINESS ADDRESS: 20816 E. Canal Dr. #172 Turlock 95380
CONTACT NUMBER: 209.668.2703
CONTRACTOR LICENSE NO.: CA 568100
BIDDER'S DIR NUMBER: 1000014189

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$ 1,500. ⁰⁰	\$ 1,500. ⁰⁰
2	Crack Routing (Transverse cracks)	LS	1	\$ 17,319. ⁰⁰	\$ 17,319. ⁰⁰
3	Remove existing crack sealant	LS	1	\$ 11,822. ⁰⁰	\$ 11,822. ⁰⁰
4	Crack Sealing - Runway	SY	16,615	\$ 1.14	\$ 18,941.10
5	Crack Sealing - Taxiway	SY	8,015	\$ 1.14	\$ 9,137.10
Subtotal					\$ 58,719.20

BASE BID AMOUNT: \$ 58,719.20 Fifty-eight thousand, seven hundred -
 Numbers Words nineteen dollars and twenty cents.

BIDDER SIGNATURE:



Richard Keas, Jr.
for Cal Coating Asphalt, Inc.

EXHIBIT B

PAYMENT BY FORCE ACCOUNT

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

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

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

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

- (a) Home office overhead
- (b) Field office overhead
- (c) Bond costs

- (d) Profit
- (e) Labor liability insurance
- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

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

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

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

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

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

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

The City Engineer determines rental costs:

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

Equipment rental rates include the cost of:

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

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

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

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

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
 - 3.1. Hourly rates are paid in 1/2-hour increments
 - 3.2. Daily rates are paid in 1/2-day increments

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours	
Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00

4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

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

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

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

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

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

EXHIBIT C
WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

Signed: _____ Date: _____

(Typed or Printed Name)

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

Business Phone: () _____

EXHIBIT D
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to _____, hereinafter designated as the “Principal,” a contract for **Project No. 24-038, “Crack Sealing at the Turlock Muni Airport FY 24/25 ”**; and,

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

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

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

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

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

[Signatures on Following Page]

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

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal)

Witness _____

Approved as to form:

Risk Manager

EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to _____, hereinafter designated as the “Principal”, a contract for **Project No. 24-038, “Crack Sealing at the Turlock Muni Airport FY 24/25 ”**; and

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

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

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

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

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

[Signatures on Following Page]

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

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal)

Witness _____

Approved as to form:

Risk Manager

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Crack Sealing at the Turlock Muni Airport FY 24/25
 PROJECT NUMBER: 24-038
 BID OPENING: September 26, 2024
 By 5:00 PM

ANTICIPATED COUNCIL AWARD DATE: October 22, 2024

				1		2			
				ENGINEER'S EST.		Cal Coating Asphalt, Inc. Turlock, CA		Pavement Coatings Co. Sacramento, CA	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 1,500.00	\$ 1,500.00	\$ 10,000.00	\$ 10,000.00
2	Crack Routing (Transverse cracks)	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 17,319.00	\$ 17,319.00	\$ 15,000.00	\$ 15,000.00
3	Remove existing crack sealant	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 11,822.00	\$ 11,822.00	\$ 8,500.00	\$ 8,500.00
4	Crack Sealing - Runway	SY	16,615	\$ 1.20	\$ 19,938.00	\$ 1.14	\$ 18,941.10	\$ 0.86	\$ 14,288.90
5	Crack Sealing - Taxiway	SY	8,015	\$ 1.20	\$ 9,618.00	\$ 1.14	\$ 9,137.10	\$ 1.40	\$ 11,221.00
Base Bid Total =				\$ 40,556.00		\$ 58,719.20		\$ 59,009.90	

City Council Staff Report

November 12, 2024



From: Christopher Fisher, Municipal Services Director
Prepared by: Stephen Fremming, Principal Civil Engineer
Agendized by: Reagan M. Wilson, 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 October 2024 that the equipment was received by Champion on October 29, 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
Total Estimated Project Cost in FY 24/25	\$325,377

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.

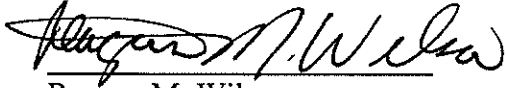
By way of further explanation, CRAC units provide both cooling and humidity control. Elevated temperature and lack of humidity control of electronic components have both short-term and long-term effects. Acute heat exposure effects can range from shut down up to component failure. Additionally, heat 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 26th 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

November 12, 2024



From: Christopher Fisher, Municipal Services Director
Prepared by: Fred Pezeshk, Roads Program Manager
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the Amendment No. 3 for Task Order No. 1B is exempt from provisions of CEQA in accordance with Section 15378 and approving Amendment No. 3 for Task Order No. 1B under the terms of the Master Agreement (City Contract No. 2024-112) with CCME, Inc. (Merced, California office) for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$37,684.04 to be funded by Fund 115 "Measure A – Roads" account number 115-10-115.43327 "Construction Management," for Bid Package 1 for City Project No. 23-031 as "CCME CM Task Order No. 1B for City Project No. 23-031, Bid Package 1"

2. DISCUSSION OF ISSUE:

On February 27, 2024, the City Council approved Task Order No. 1 as an Amendment under the terms of the Master Agreement with CCME, Inc. to provide Construction Management and Inspection Services for City Project No. 23-031 Bid Package 1. Scope of services for construction management and inspection is described in three (3) activity components: Pre-Construction, Construction Management and Inspection, and Post-Construction. However, since the design was still ongoing at the time, the Task Order only included the scope and fee for "Pre- Construction" activities.

On February 27, 2024, the City Council approved Task Order No. 1A as a further Amendment to provide for the scope of services and associated fees for the remainder of the activities; however, the scope of services and fees associated with "Post- Construction" activities were inadvertently omitted. Therefore, the proposed Amendment No. 3 will provide for the scope of services and fee associated with the omitted activities.

3. BASIS OF RECOMMENDATION:

- A. The proposed Amendment is essential to ensuring that adequate resources are available to complete the "Post-Construction" activities and to avoid delaying the close-out of the construction phase.
- B. This action is consistent with Council's stated goal of utilizing Measure A revenues to expedite road repair projects.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The fiscal impact of the proposed action will be \$37,684.04 which will be funded from Fund 115 "Measure A – Roads", account number 115-10-115.43327 "Construction Management." The cumulative fiscal impact, including previous Amendments is estimated to be \$388,028.27.

Amendment No. 1 for Task Order No. 1	\$26,663.22
Amendment No. 2 for Task Order No. 1A	\$323,681.01
Amendment No. 3 for Task Order No. 1B (Proposed)	\$37,684.04
Total Estimated Fiscal Impact	\$388,028.27

Appropriate Funds have been allocated during the Fiscal Year 2024-2025 budget process to cover this amendment.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

Approving the amendments to the task orders described above will not have a direct or reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) because it 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:

- A. Council could choose not to approve Amendment No. 3 to the Master Agreement with CCME, Inc. Staff does not recommend this alternative as it is essential to ensure that adequate resources are made available to complete the “Post-Construction” activities and to avoid delaying the close-out of the construction phase.
- B. Provide staff with direction on how to proceed.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. Amendment No. 3 for CM Task Order 1B
- 3. Exhibit D to Amendment No. 3 for CM Task Order 1B

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF DETERMINING THE
AMENDMENT NO. 3 FOR TASK ORDER NO. 1B
IS EXEMPT FROM THE PROVISIONS OF CEQA
IN ACCORDANCE WITH SECTION 15378 AND
APPROVING AMENDMENT NO. 3 FOR TASK
ORDER NO. 1B UNDER THE TERMS OF THE
MASTER AGREEMENT (CITY CONTRACT NO.
2024-112) WITH CCME, INC. (MERCED,
CALIFORNIA OFFICE) FOR CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES
FOR THE CITY OF TURLOCK’S ROADS
INITIATIVE PROGRAM IN THE AMOUNT OF
\$37,684.04 TO BE FUNDED BY FUND 115
“MEASURE A – ROADS” ACCOUNT NUMBER
115-10-115.43327 “CONSTRUCTION
MANAGEMENT,” FOR BID PACKAGE 1 FOR
CITY PROJECT NO. 23-031 AS “CCME CM
TASK ORDER NO. 1B FOR CITY PROJECT
NO. 23-031, BID PACKAGE 1”**

RESOLUTION NO. 2024-

WHEREAS, under a separate resolution on February 27, 2024, the City Council approved a Master Agreement (City Contract No. 2024-112) for Construction Management and Inspection Services for Roads Program CIP Projects (“Agreement”) between the City of Turlock (“City”) and CCME, Inc. (“Professional”); and

WHEREAS, Construction Management and Inspection Services comprise three (3) components: Pre-Construction, Construction Management and Inspection, and Post-Construction; and

WHEREAS, Agreement stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of Agreement by a written amendment to the Agreement; and

WHEREAS, Amendment No. 1 provided for the scope of services and fees for “Pre-Construction” services for Bid Package 1 for City Project No. 23-031 as “CCME CM Task Order No. 1 for City Project No. 23-031, Bid Package 1;” and

WHEREAS, Amendment No. 2 was executed in order to provide for the scope of services and associated fees for “Construction Management and Inspection” and “Post-Construction” services for Bid Package 1 for City Project No. 23-031 as “CCME CM Task Order No. 1A for City Project No. 23-031, Bid Package 1;” however, the scope of services and fees associated with “Post-Construction” activities were inadvertently omitted; and

WHEREAS, Amendment No. 3 for Task Order No. 1B provides for the scope of services and associated fees for said omitted services; and

WHEREAS, the cost of said services is estimated to be \$37,684.04; and

WHEREAS, funding is available from Fund 115 “Measure A – Roads” account number 115-10-115.43327 “Construction Management” for costs associated with said City Project; and

WHEREAS, 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.”

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the Amendment No. 3 for Task Order No. 1B is exempt from the provisions of CEQA in accordance with Section 15378 and approve Amendment No. 3 for Task Order No. 1B under the terms of the Master Agreement (City Contract No. 2024-112) with CCME, Inc. (Merced, California office) for Construction Management and Inspection Services for the City of Turlock’s Roads Initiative Program in the amount of \$37,684.04 to be funded by Fund 115 “Measure A – Roads” account number 115-10-115.43327 “Construction Management,” for Bid Package 1 for City Project No. 23-031 as “CCME CM Task Order No. 1B for City Project No. 23-031, Bid Package 1.”

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



AMENDMENT NO. 3 FOR TASK ORDER NO. 1B
Under the Terms of the
MASTER AGREEMENT BETWEEN THE CITY OF TURLOCK
and
CCME, INC.
for
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
City Contract No. 2024-112

City Project No. 23-031

THIS AMENDMENT NO. 3 for Task Order No. 1B under the terms of City Contract No. 2024-112 is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and CCME, INC., a California corporation ("Professional"), on this _____ day of _____ 2024 (the "Effective Date of Task Order No. 1B"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Amendment No. 3.

WHEREAS, the Parties hereto previously entered into a Master Agreement (City Contract No. 2024-112) dated February 27, 2024, for Construction Management and Inspection Services for Roads Program Capital Improvement Program (CIP) Projects ("Agreement"); and

WHEREAS, Construction Management and Inspection Services comprise three (3) components: Pre-Construction, Construction Management and Inspection, and Post-Construction; and

WHEREAS, Agreement stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of Agreement by a written amendment to the Agreement; and

WHEREAS, Amendment No. 1 provided for the scope of services and fees for "Pre-Construction" services for Bid Package 1 for City Project No. 23-031 as "CCME CM Task Order No. 1 for City Project No. 23-031, Bid Package 1;" and

WHEREAS, Amendment No. 2 was executed in order to provide for the scope of services and associated fees for "Construction Management and Inspection" and "Post-Construction" services for Bid Package 1 for City Project No. 23-031 as "CCME CM Task Order No. 1A for City Project No. 23-031, Bid Package 1;" however, the scope of services and fees associated with "Post-Construction" activities were inadvertently omitted; and

WHEREAS, Amendment No. 3 for Task Order No. 1B provides for the scope of services and associated fees for said omitted services.

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

1. **Exhibit D**, attached hereto and incorporated herein by reference, is hereby added to the Agreement.

2. Recital B of the Agreement is amended to read as follows:

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibits A through D** 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.

4. Recital C of the Agreement is amended to read as follows:

C. The Parties anticipate that one or more projects for Services shall be determined through creation of a Task Order as a City-requested modification of services under Section 5.2 of this Agreement which shall be approved by written amendment to this Agreement. The Parties shall outline the schedule or timeline for providing the Services agreed upon under each Task Order ("Completion Schedule"), which shall be included in one or more written amendments to this Agreement. Such Completion Schedule is included in **Exhibit D**.

5. Recital D of the Agreement is amended to read as follows:

D. The Parties shall outline the rates and method of payment to Professional for its performance of the Services under this Agreement as determined under each Task Order ("Compensation Schedule"), which shall be included in one or more written amendments to this Agreement. Such Compensation Schedule is included in **Exhibit D**.

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

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibits A through D**. Any request for Services not included in **Exhibits A through D** 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 **Exhibits A through D**. 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.

7. Section 6 of the Agreement is amended to read as follows:

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule for each Task Order within each Amendment to the Agreement. Each Compensation Schedule shall include an exhibit based on Exhibit 10-H of Caltrans Local Assistance Procedures Manual (LAPM). Professional will be allowed to include an amount for the anticipated salary increases as calculated per Exhibit 10-H. City's total compensation to Professional shall not exceed the cumulative amount resulting from each Task Order with each approved Amendment to the Agreement. The compensation for Amendment No. 1B shall not exceed Thirty-Seven Thousand Six-Hundred-Eighty-Four Dollars and Four Cents (\$37,684.04), and Three-Hundred-Eighty-Eight Thousand Twenty-Eight Dollars and Twenty-Seven Cents (\$388,028.27) for City Project No. 23-031, Bid Package 1 ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

Amendment 1 for Task Order No. 1	\$ 26,663.22
Amendment 2 for Task Order No. 1A	\$323,681.01
<u>Amendment 3 for Task Order No. 1B</u>	<u>\$ 37,684.04</u>
Project 23-031, Bid Package 1 Not-to-Exceed Amount	\$388,028.27

8. All other terms and conditions of the Agreement shall remain in full force and effect for the Term of the Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 to be executed by and through their respective officers thereunto duly authorized.

PROFESSIONAL

CCME, INC., a California corporation

By: _____
Ramon Montes De Oca, Vice President

Date _____

CITY

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

By: _____
Gary R. Hampton, Acting City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher,
Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk

SCOPE OF WORK

CCME, Inc. (CCME) will furnish a Project Manager, Construction Manager / Resident Engineer, and associated personnel including inspectors, arborists, material testers, and office engineers for the duration of this project. The CCME construction manager will be responsible for all matters related to the consultant team and report directly to the City's project manager. CCME will also coordinate, when needed, regarding project issues and critical items with the City's designer, other City consultants, third parties, or others.

It is anticipated that this task will be completed by January 31, 2025.

C Post Construction Services

C.1 As-Builts - Prepare final redline as-builts of the plans in accordance with LAPM and Caltrans construction manual and return them to the City's designer for CADD revisions.

Deliverables: As-Built Red Lines

C.2 Deliver Project Files- CCME will deliver to the City all hard copy and electronic project files at the end of the project. During the project progress, City PM will have access to read electronic files via the City's requested file management software CMIS as well as Dropbox, OneDrive, or other file sharing services. CCME will compile all project information, review for completeness, and provide the City with a digital copy (thumb drive) of all project documents at the end of the project.

Key Staff- Bryan Kroeger, Principal In Charge, Construction Manager

Registered Civil Engineer #79177, QSD

Bryan has a master's degree in Civil Engineering from California State University Fresno and 16 years of experience delivering public projects. As a Construction Manager and Resident Engineer, Bryan has worked on all aspects of project delivery including helping with preconstruction permitting issues and utility agreements. Bryan has vast experience working on both the State Highway System as well as Local Roads.

Key Staff - Ramon Montes De Oca, Project Manager, Resident Engineer

Registered Civil Engineer #78212, QSD

Ramon has a bachelor's degree in Civil Engineering from Cal Poly San Luis Obispo. Ramon has over 17 years of experience and, in addition to his PE license, is a Qualified SWPPP Developer/ Practitioner. Throughout the years, Ramon has been a Structures Representative and Resident Engineer on a variety of Road, Bridge, and retaining wall projects. Ramon is currently assisting on your City of Turlock CIP Roads Projects.

Key Staff - Kareem Abonofal, Resident Engineer

Registered Civil Engineer #94485, CMIT

Kareem has a bachelor's degree in Civil Engineering from California State University, Fresno and 4 years of experience working on a variety of different heavy infrastructure projects. Kareem has extensive experience working on the California High-Speed Rail Project as well as roadway and bridge projects for different municipalities across the Central Valley. Kareem is a License Professional Civil Engineer and Certified Construction Manager-in-Training.

Key Staff - Rick Bettencourt, Lead Inspector

Richard has 21 years of experience verifying construction quality. As an Inspector, Richard has worked as both Quality Control and Quality Assurance, on projects ranging from small local projects to the \$6.5 Billion Bay Bridge Eastern Span Replacement Project. Richard has vast experience working on both the State Highway System and local roadways. Richard is currently inspecting the grinding and paving operations on your City of Turlock CIP Roads Projects.

Resumes of key staff have been previously provided.

	CCME						Subconsultants				TOTAL COST
	Bryan Kroeger Construction Manager	Ramon Montes De Oca Project Manager	Kareem Abonofal Resident Engineer	Rick Bettencourt Inspector	Total Hours	Total Prime Cost	Blackburn	Blake Watkins	Mozamo	No Sub Mark- Up	
Hourly Rate	\$248.06	\$248.06	\$198.45	\$172.76							
TASK											
3.0 CONST. MGMT SER. POST CON.											
3.1 As-Builts	4	8			12	\$2,976.72				\$0	\$2,976.72
3.2 Deliver Project Files / Closeout	24	80	24	24	152	\$34,707.32				\$0	\$34,707.32
Subtotal Task 3	0	88	24	24	164	\$37,684.04	\$0	\$0	\$0	\$0	\$37,684.04
TOTAL HOURS	28	88	24	24	164						
OTHER DIRECT COSTS						\$0.00	\$0	\$0	\$0	\$0	\$0
TOTAL COST	\$6,946	\$21,829	\$4,763	\$4,146		\$37,684.04	\$0	\$0	\$0	\$0	\$37,684.04

SAMPLE COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant CCME, Inc.

Project No. City Project 23-060 Contract No. _____ Date 10/09/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Construction Manager	Bryan Kroeger	28.00	\$ 105.00	\$ 2,940.00
Project Manager	Ramon Montes De Oca	88.00	\$ 105.00	\$ 9,240.00
Resident Engineer	Kareem Abonofal	24.00	\$ 84.00	\$ 2,016.00
Inspector	Rick Bettencourt	24.00	\$ 73.13	\$ 1,755.12

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 15,951.12
b) Anticipated Salary Increases (see page 2 for calculation) \$ 0.00
c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 15,951.12

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
f) Overhead (Rate: 114.77%) g) Overhead [(c) x (f)] \$ 18,307.10
h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ 0.00
j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 18,307.10

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%]** \$ 3,425.82

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	0	1	\$ 0.00	\$ 0.00
Field Supplies	0	1	\$ 0.00	\$ 0.00
Employee Lodging	0	1	\$ 0.00	\$ 0.00
				\$ 0.00
3				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____
Subconsultant 2: _____
Subconsultant 3: _____
Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 0.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 0.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 37,684.04

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
		=		Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	5000	=	750	Estimated Hours Year 4
Year 5	100%	5000	=	500	Estimated Hours Year 5
Total	100%	Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation			=	\$257,871.10	
Direct Labor Subtotal before Escalation			=	\$250,000.00	
Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

SAMPLE COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: CCME, Inc. Title *: Vice President

Signature : *Ramon Montes De Oca* Date of Certification (mm/dd/yyyy): 10/09/2024

Email: Ramon Montes De Oca Phone Number: 916-893-6674

Address: 6445 N. Palm Ave. Suite 106 Fresno, CA 93704

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Post construction Services

City Council Staff Report

November 12, 2024



From: Christopher Fisher, Municipal Services Director
Prepared by: Stephen Fremming, Principal Civil Engineer
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Ordinance: Second and final 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. The first public hearing was held on October 22, 2024 and the second public hearing and request for approval of amending of the TMC is made at this November 12 meeting.

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:

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 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.	“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.
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.

Primary St.	Beginning	Ending
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.~~

Primary St.	Beginning	Ending
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.
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.

Primary St.	Beginning	Ending
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.
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.

Primary St.	Beginning	Ending
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.

Primary St.	Beginning	Ending
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.
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.

Primary St.	Beginning	Ending
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.

Primary St.	Beginning	Ending
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.
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

Primary St.	Beginning	Ending
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.~~

Primary St.	Beginning		Ending
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.
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.
Waring Rd.	Hawkeye Ave., E.		Tuolumne Rd., E.

(g) ~~Fifty (50) mph speed limit.~~

Primary St.	Beginning		Ending
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.~~

Primary St.	Beginning		Ending
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.

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 22nd day of October, 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 12th 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 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.
Castlevue 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.

Primary St.	Beginning	Ending
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.

Primary St.	Beginning	Ending
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.

Primary St.	Beginning	Ending
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.

Primary St.	Beginning	Ending
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.

Primary St.	Beginning	Ending
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.

Primary St.	Beginning	Ending
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.

Primary St.	Beginning	Ending
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.

Primary St.	Beginning	Ending
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.

Primary St.	Beginning	Ending
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.

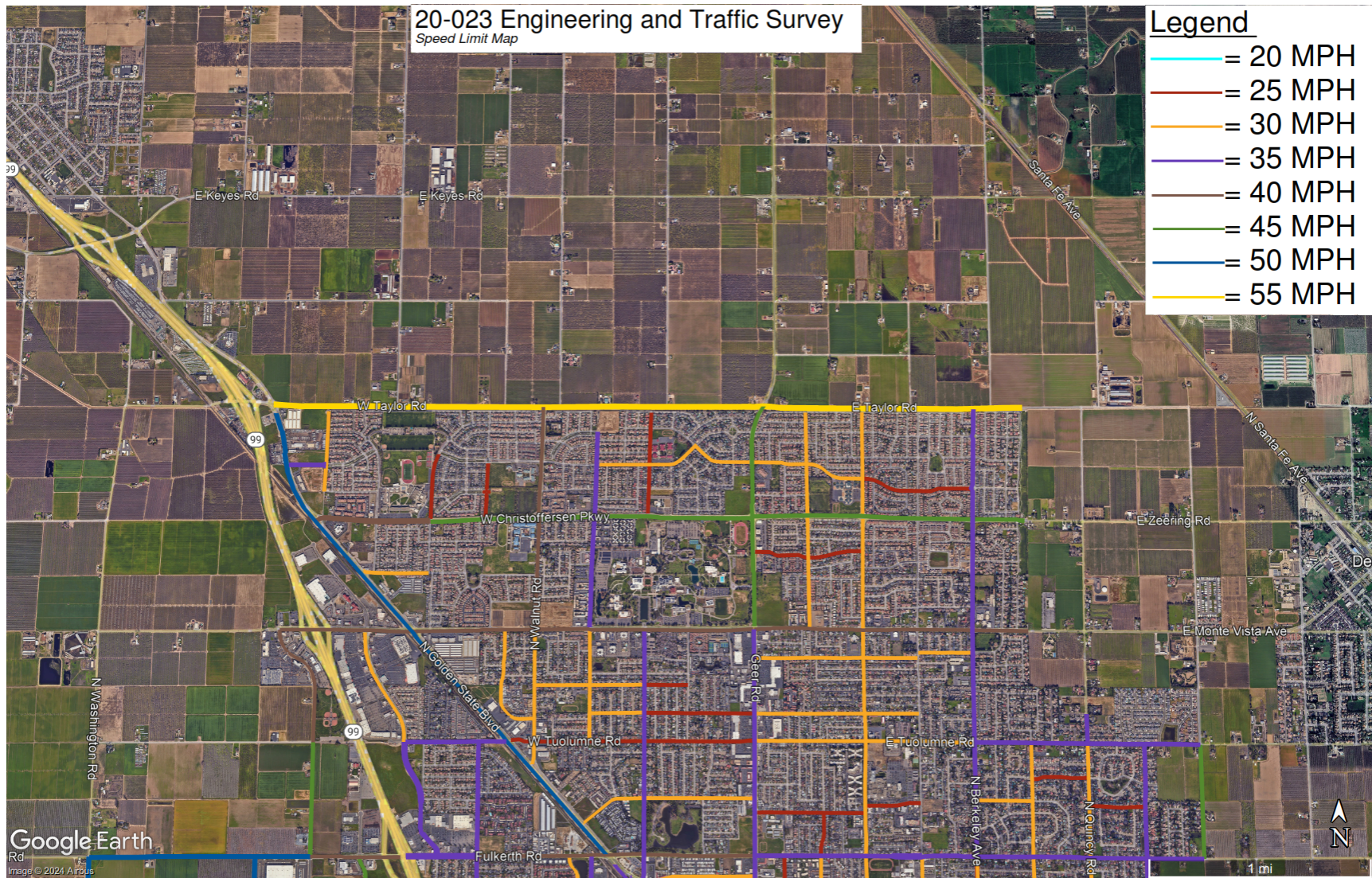
Primary St.	Beginning	Ending
Waring Rd.	Hawkeye Ave., E.	Tuolumne Rd., E.

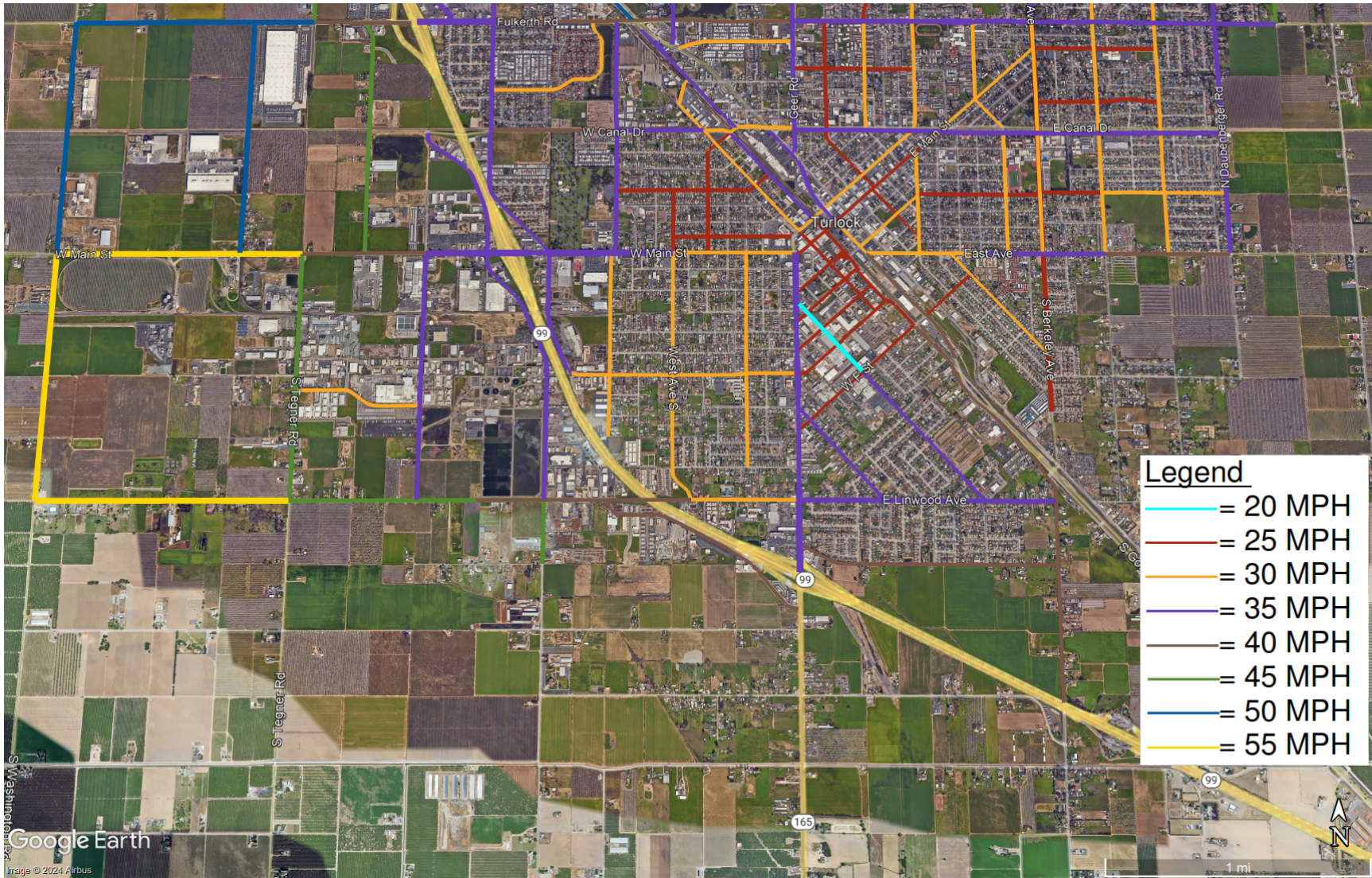
(g) Fifty (50) mph speed limit.

Primary St.	Beginning	Ending
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.

Primary St.	Beginning	Ending
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

November 12, 2024



From: Adrienne Werner, Director of Development Services

Prepared by: Adrienne Werner, Director of Development Services

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Second and Final Reading 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

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:

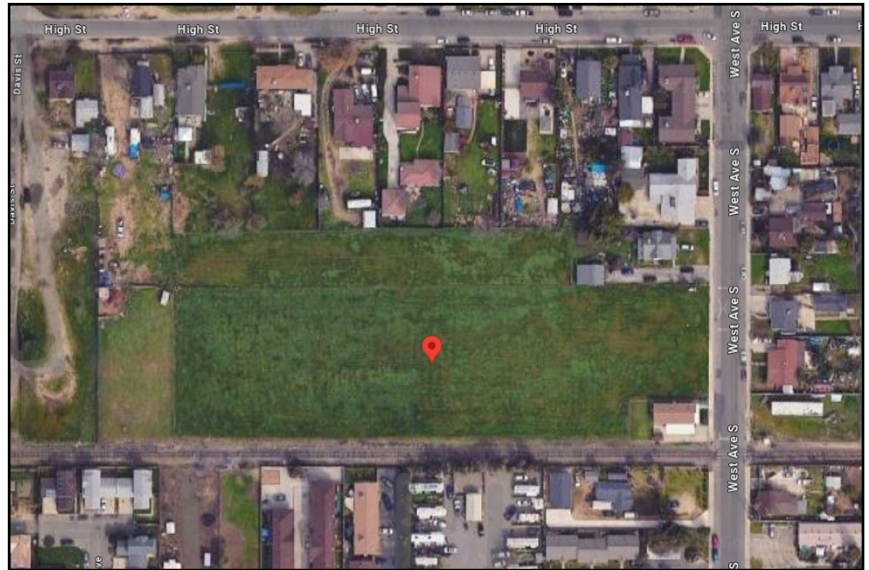
Front Yard habitable space 25'
Front Yard Porch 15'
Front Yard Garage 18'
Interior Side Yard 3'
Rear Yard Habitable area 10'

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.

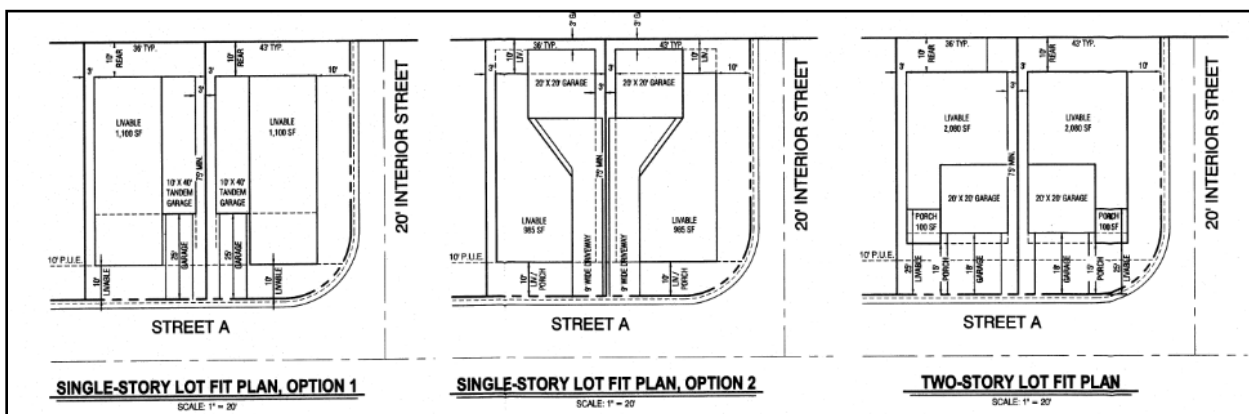
In comparison, the setbacks for lots in the RM zoning district are:

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 5th 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 PD 281 Resolution
2. Draft Ordinance
3. VTSM 2024-01
4. 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 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 12th day of November, 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 12th day of November, 2024, by the following vote:

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

Signed and approved this 12th day of November, 2024.

SIGNED:

Amy Bublak, Mayor

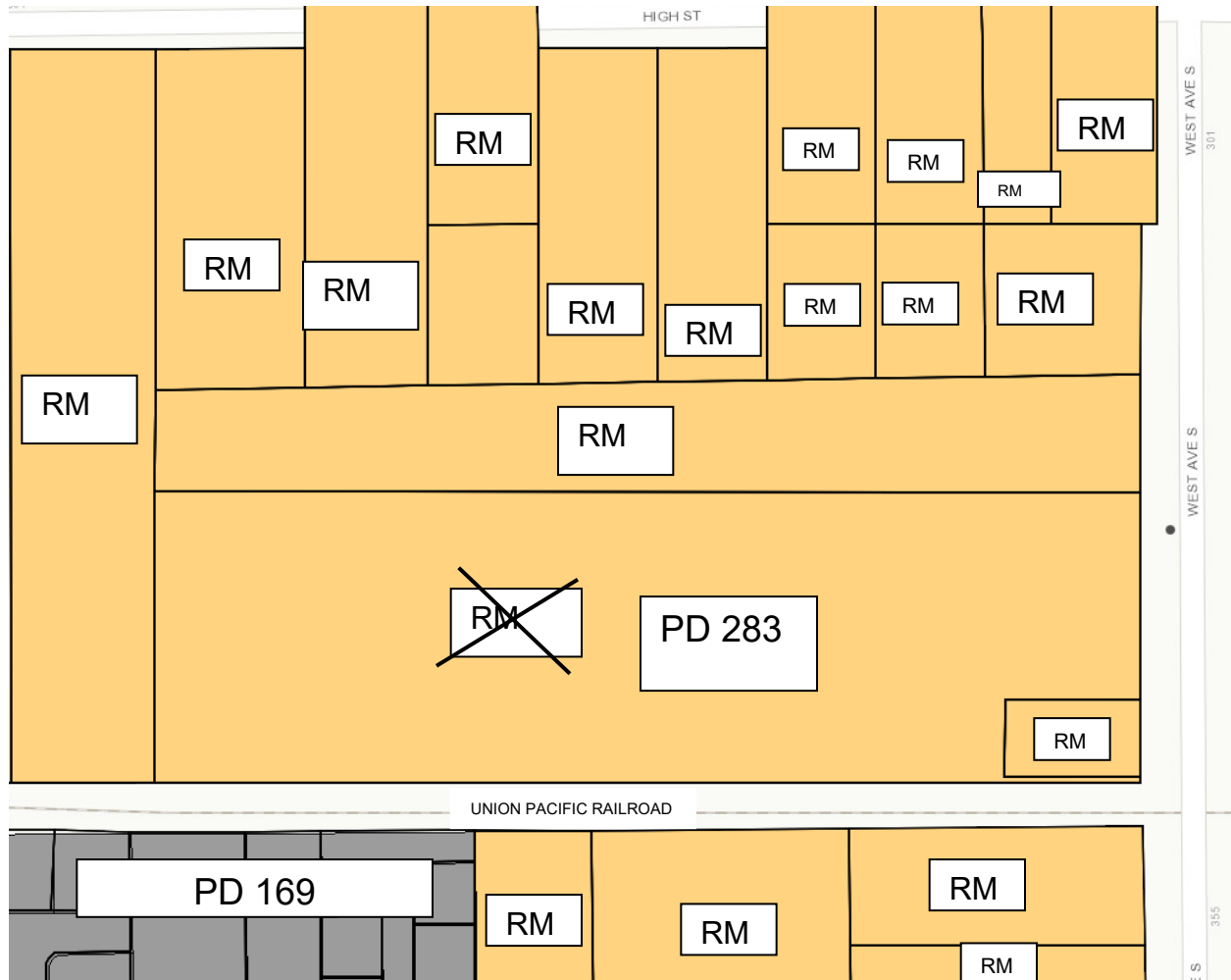
ATTEST:

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

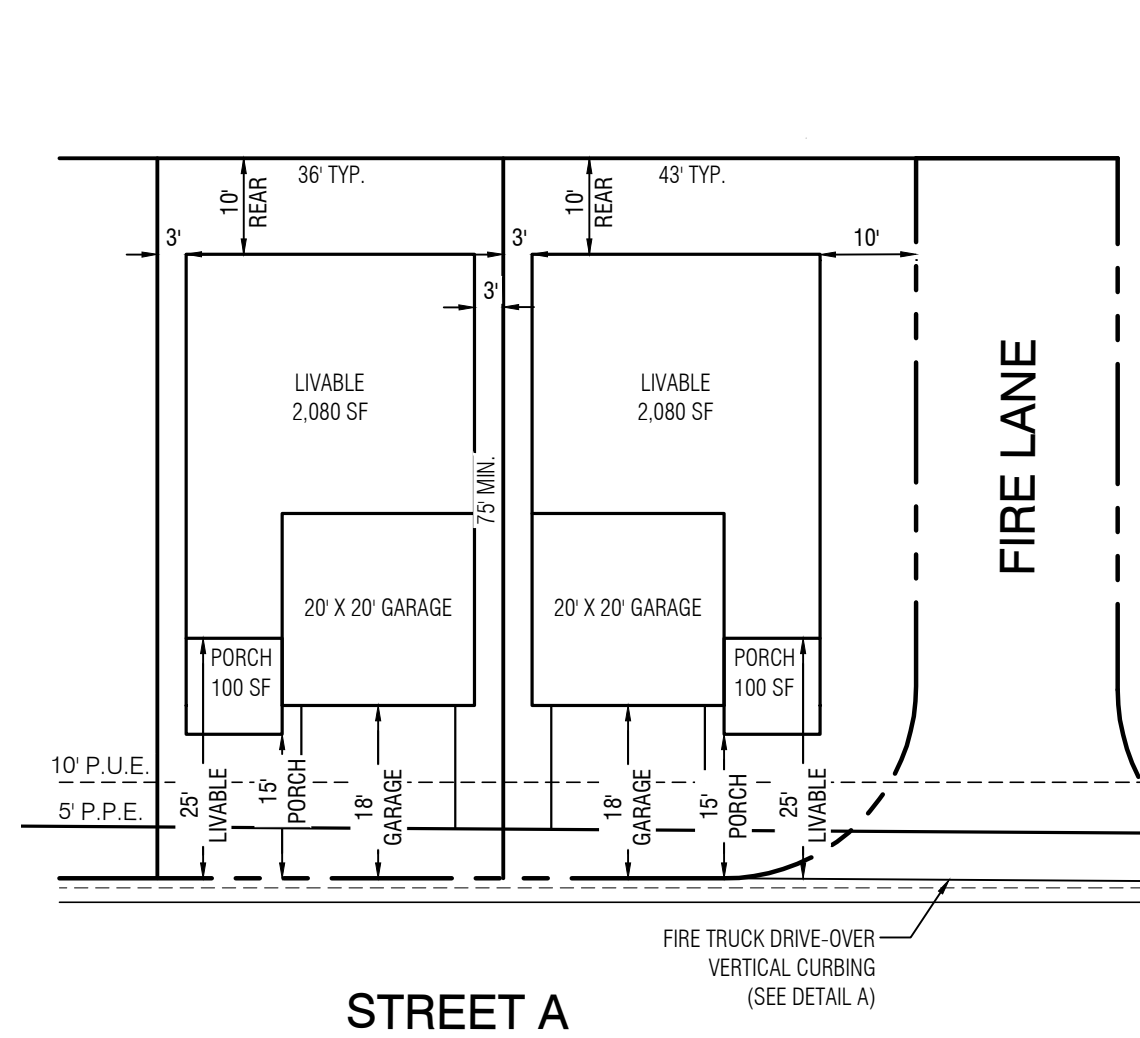
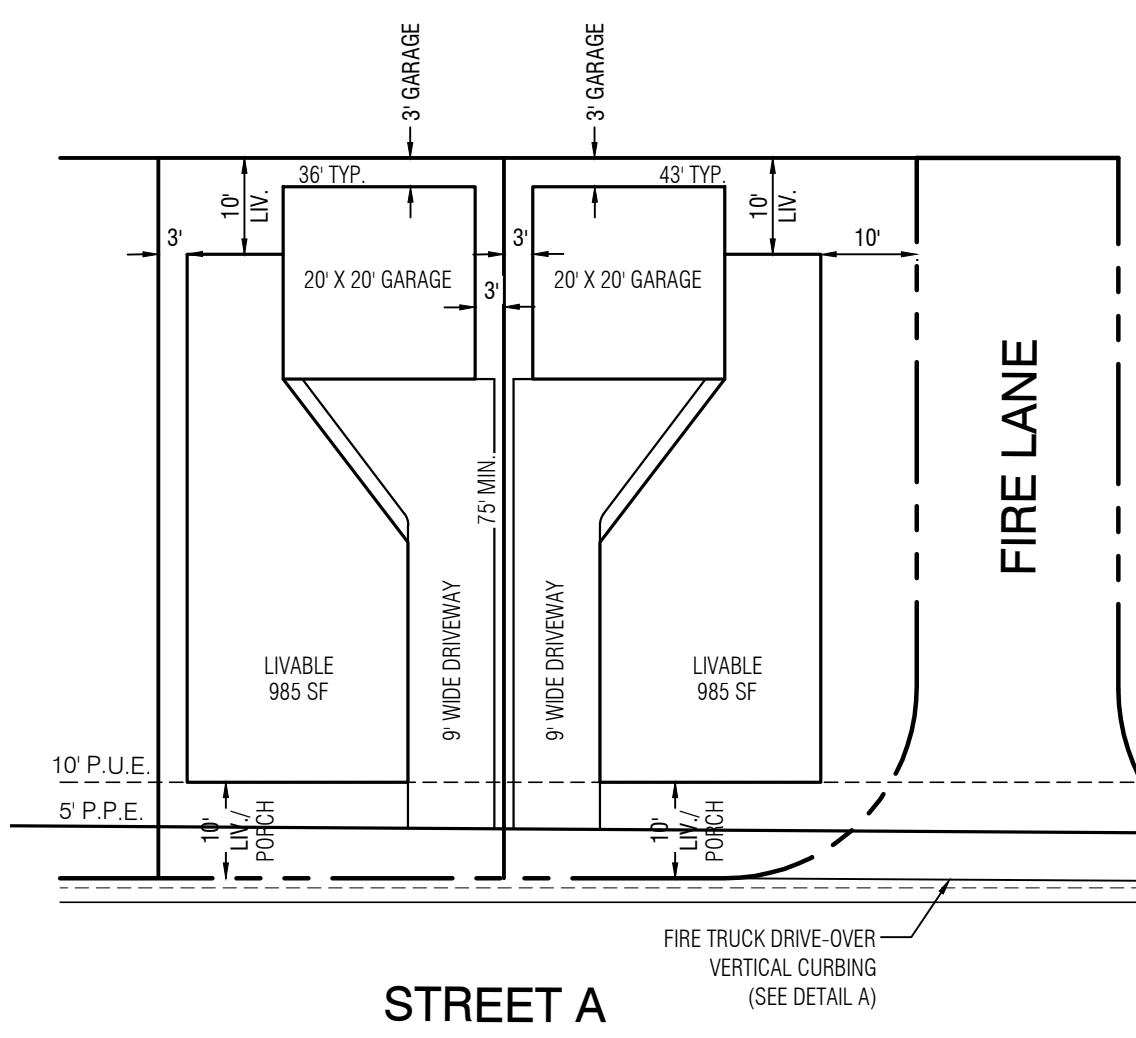
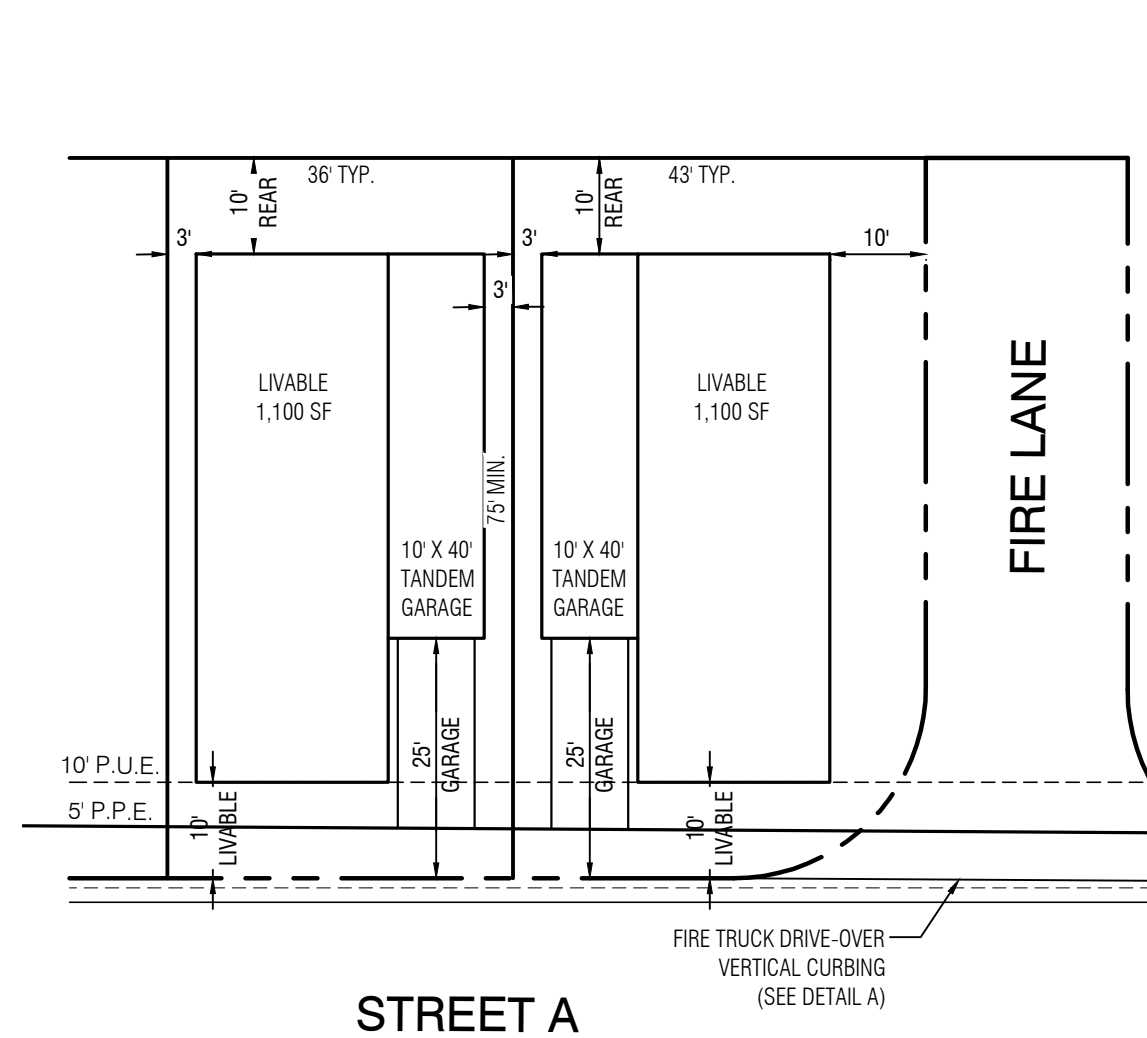
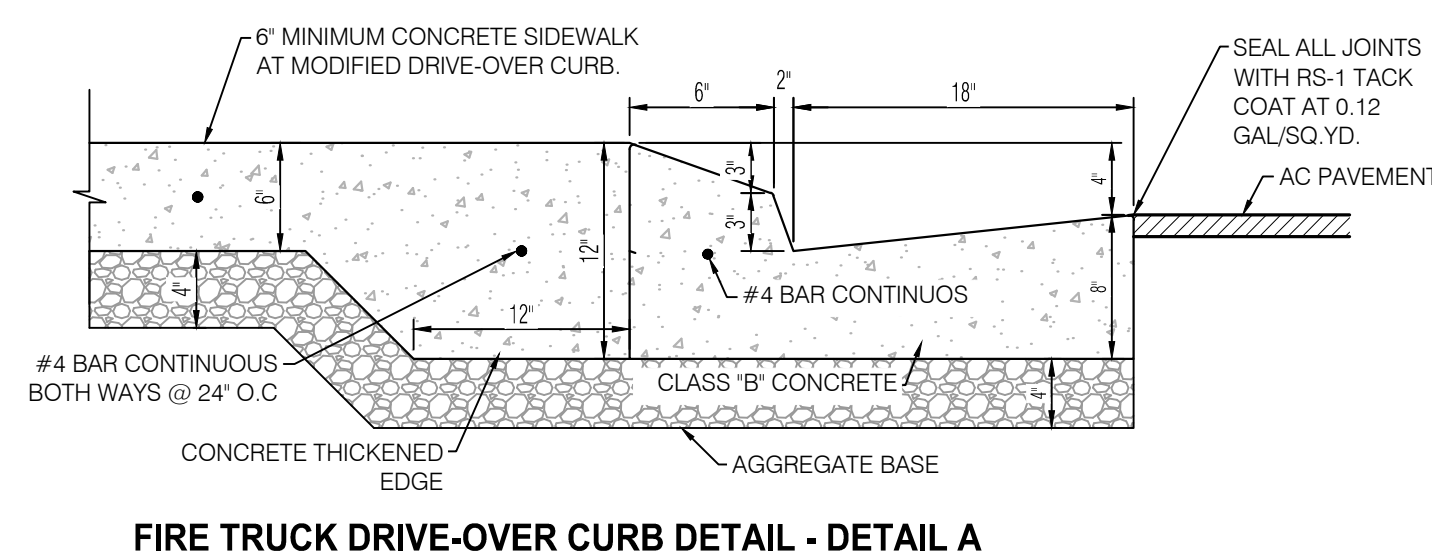
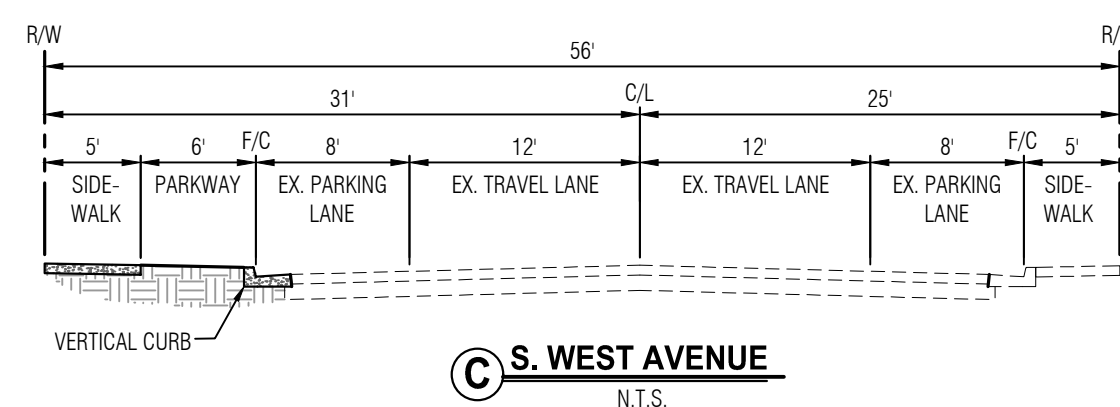
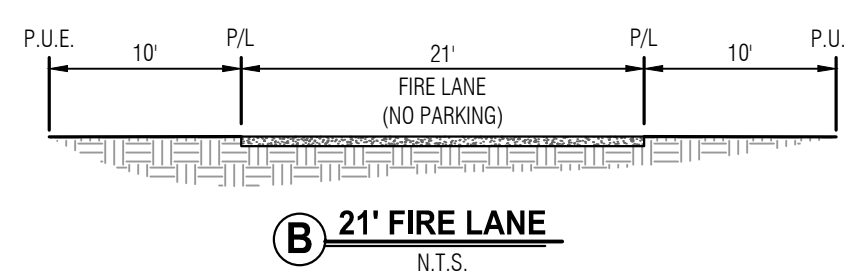
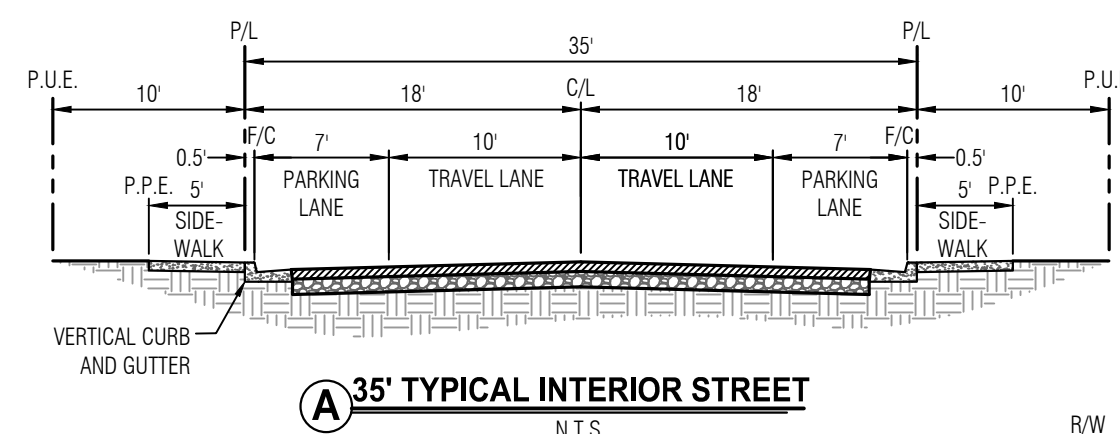
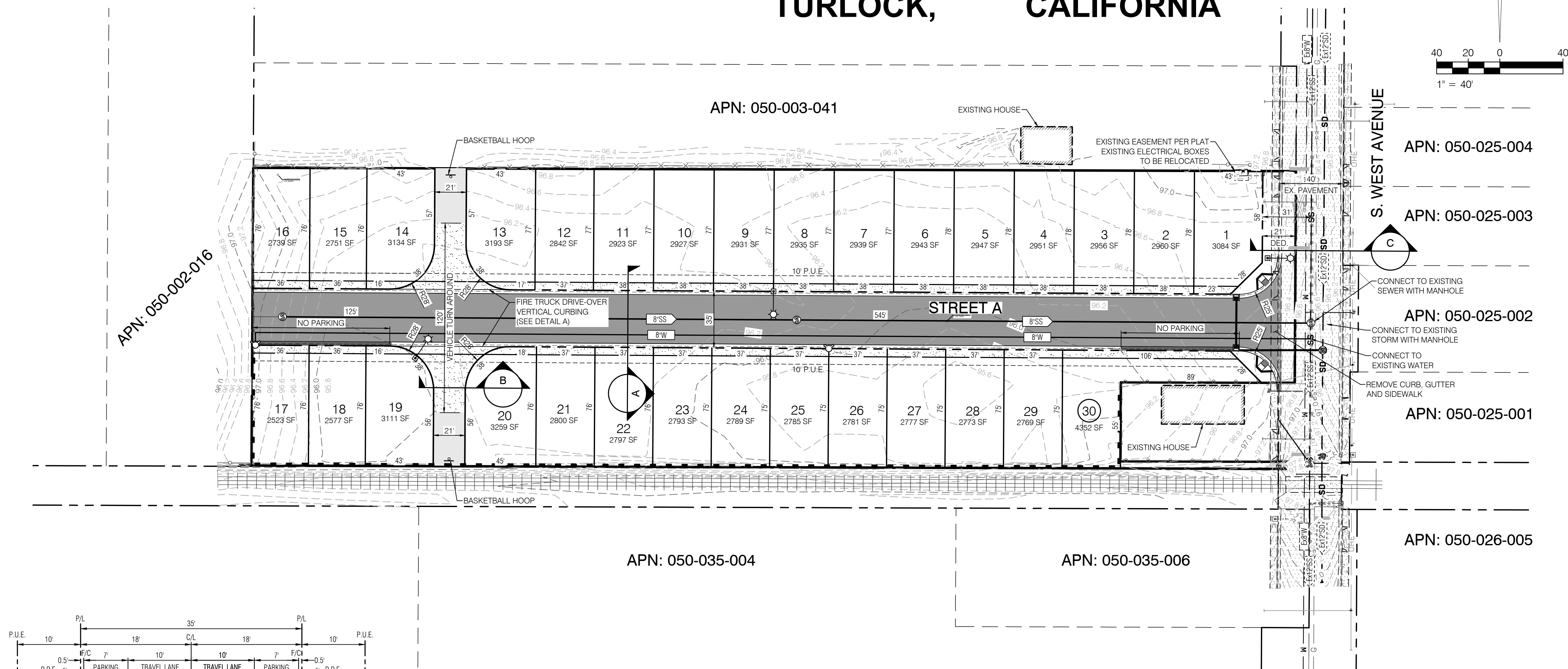
APPROVED AS TO FORM:

George Petrulakis, City Attorney

EXHIBIT A



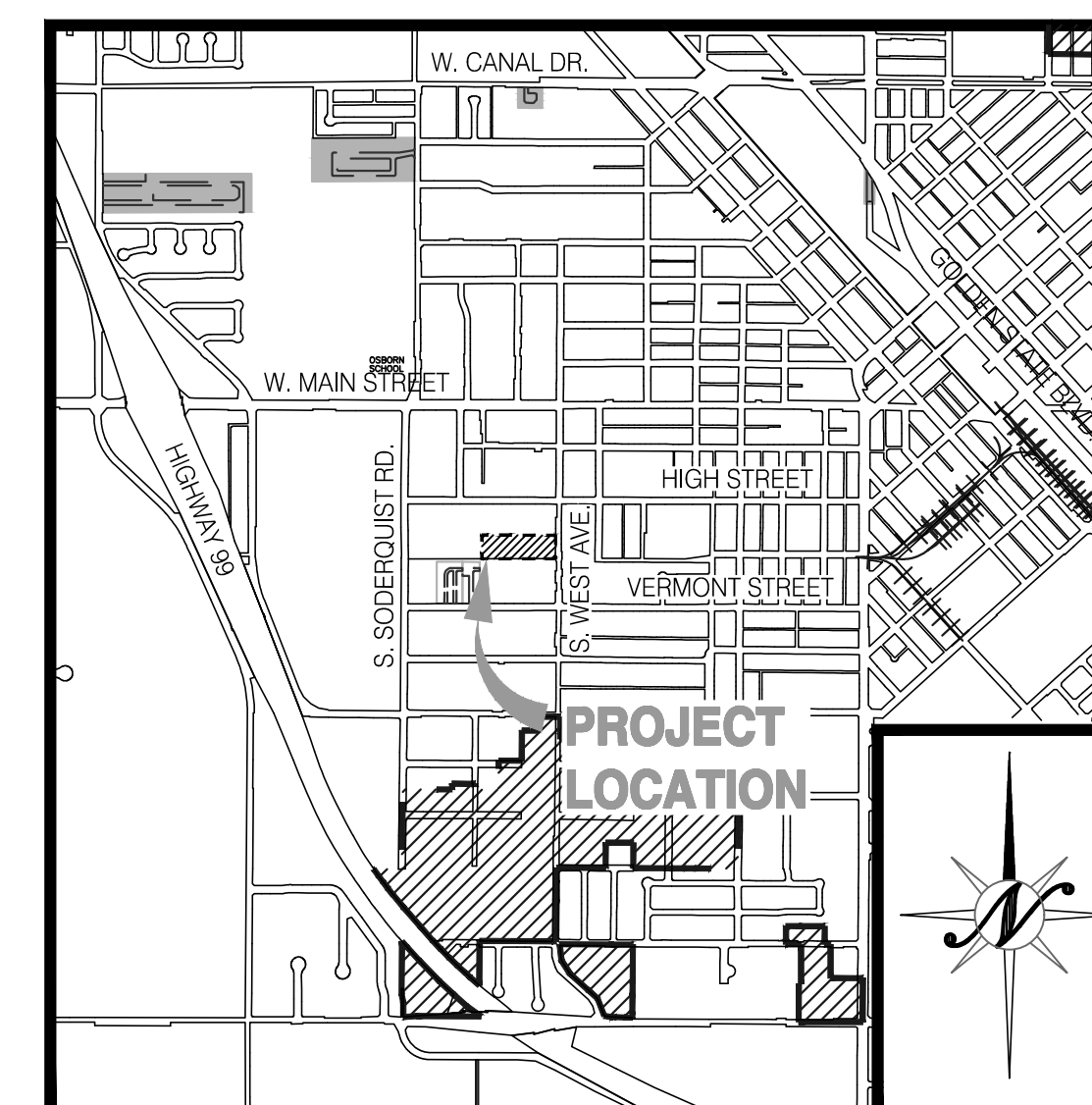
TENTATIVE SUBDIVISION MAP
337 S. WEST AVENUE
TURLOCK, CALIFORNIA



	EXISTING	PROPOSED
BOUNDARY 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	

LEGAL DESCRIPTION

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.



VICINITY MAP

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 66466.1, 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.

PROJECT INFORMATION

A. REGULATORY AGENCY:	CITY OF TURLOCK PLANNING DIVISION 156 S. BROADWAY, STE. 120 TURLOCK, CA 95380 T: (209) 668-5640 CONTACT: KATIE QUINTERO	
B. APPLICANT:	RON KATAKIS 1850 ARBOR WAY TURLOCK, CA 95380 T: (209) 483-8159	
C. ENGINEER:	NORTHSTAR ENGINEERING GROUP, INC 620 12th STREET MODESTO CA, 95354 T: (209) 524-3525 CONTACT: MALLORIE FENRICH	
D. ASSESSORS PARCEL NUMBER:	050-003-042	
E. EXISTING LAND USE:	VACANT LOT	
F. PROPOSED LAND USE:	RESIDENTIAL	
G. EXISTING ZONING / GP:	RM/ MEDIUM DENSITY RESIDENTIAL	
H. PROPOSED ZONING / GP:	RM/ MEDIUM DENSITY RESIDENTIAL WITH PD OVERLAY	
I. TOTAL PROJECT SIZE:	2.7 ± ACRES	
K. TOTAL NUMBER OF LOTS:	30	
L. MAXIMUM FOOTPRINT COVERAGE:	60%	
M. PARKING:	MINIMUM TWO CAR GARAGE, AND TWO DRIVEWAY SPACES PER LOT	
N. SETBACKS:	SEE LOT FIT PLANS	
O. CONTOURS:	0.2' INTERVALS PER SURVEY CONDUCTED ON 2/27/24	
P. NOISE CONTOURS	60 TO 65 dB PER NOISE ELEMENT OF THE ADOPTED GENERAL PLAN	
Q. RETURNS:	PER CITY OF TURLOCK STANDARDS	
R. UTILITIES:	WATER SYSTEM - SANITARY SEWER - STORM DRAINAGE - GAS - ELECTRIC - TELEPHONE - SCHOOL DISTRICT -	CITY OF TURLOCK CITY OF TURLOCK CITY OF TURLOCK PG&E TURLOCK IRRIGATION DIST. AT&T TURLOCK UNIFIED.

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**



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 ¹	Interior Spaces ²
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.).

TABLE II NOISE LEVEL PERFORMANCE STANDARDS, NON-TRANSPORTATION NOISE SOURCES CITY OF TURLOCK GENERAL PLAN dBA		
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.

TABLE III EXTERIOR NOISE LIMITS LEVELS NOT TO BE EXCEEDED MORE THAN 30 MINUTES IN ANY HOUR (L_{50}) CITY OF TURLOCK MUNICIPAL CODE		
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.

TABLE IV EXTERIOR NOISE LEVEL STANDARDS, dBA CITY OF TURLOCK MUNICIPAL CODE CUMULATIVE # MIN/HR. (L_n) DAYTIME, 7 A.M. to 10 P.M. (NIGHTTIME, 10 P.M. to 7 A.M.)					
Receiving Land Use Category	30 (L ₅₀)	15 (L ₂₅)	5 (L _{8.3})	1 (L _{1.7})	0 (L _{max})
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_n 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 L₅₀ 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.

TABLE V SUMMARY OF SHORT-TERM NOISE MEASUREMENT DATA 337 WEST AVENUE SOUTH, TURLOCK, CALIFORNIA MAY 14, 2024									
Site	Time	A-Weighted Decibels, dBA							Sources
		L _{eq}	L _{max}	L ₂	L ₈	L ₂₅	L ₅₀	L ₉₀	
ST-1	2:30 P.m.	52.6	60.3	57.9	56.3	53.3	50.9	49.1	TR, D, L
TR: Traffic AC: Aircraft V: Voices D: Dogs Barking B: Birds C: Construction Activities L: Landscaping Activities Source: WJV Acoustics, Inc.									

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 ¼ mile of a grade crossing. As the entire project site railroad frontage is located within ¼ 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

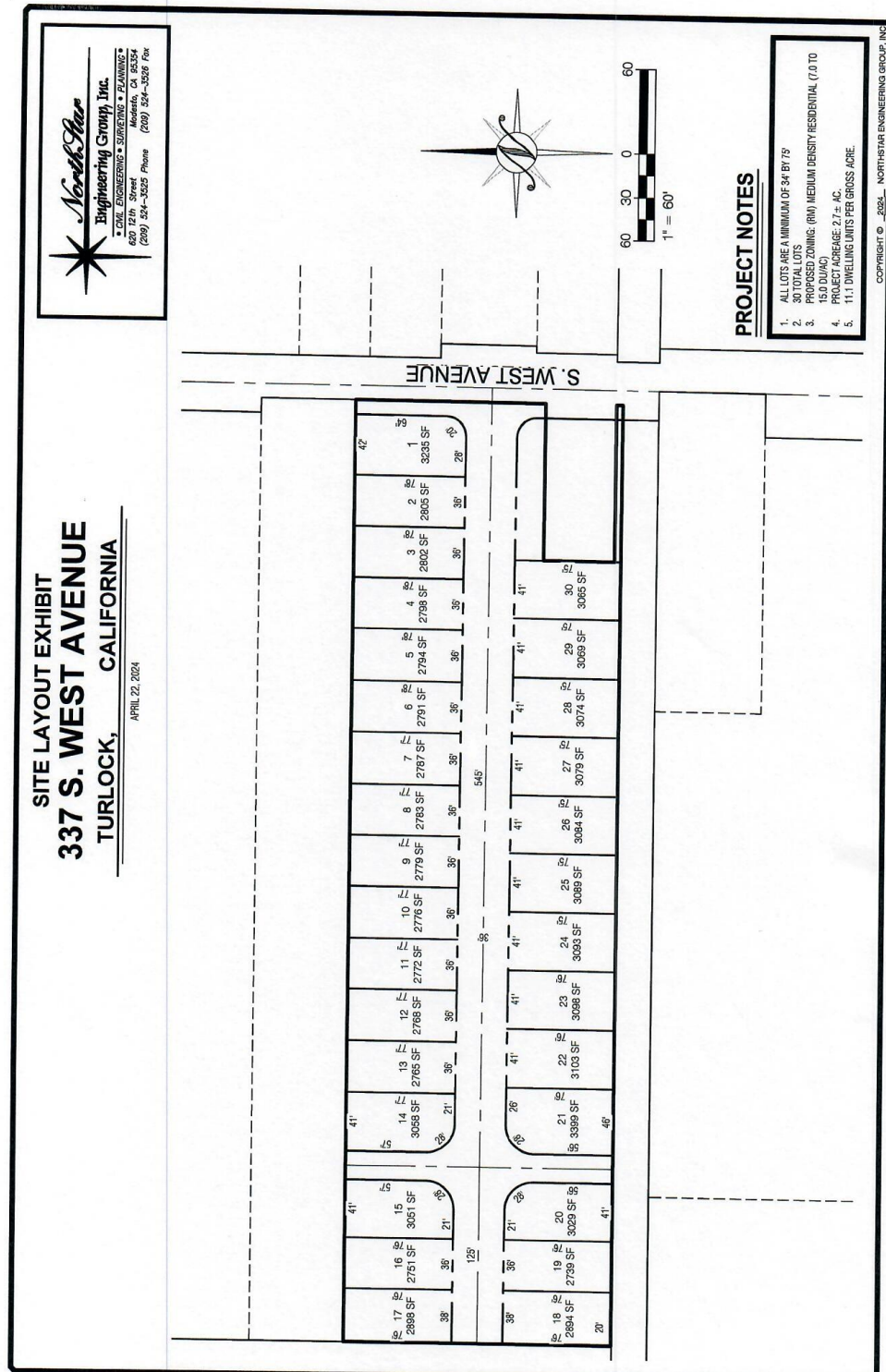


FIGURE 2: UNION PACIFIC RAILROAD LINE EAST OF PROJECT SITE



FIGURE 3: PROJECT SITE VICINITY AND NOISE MONITORING SITE LOCATION

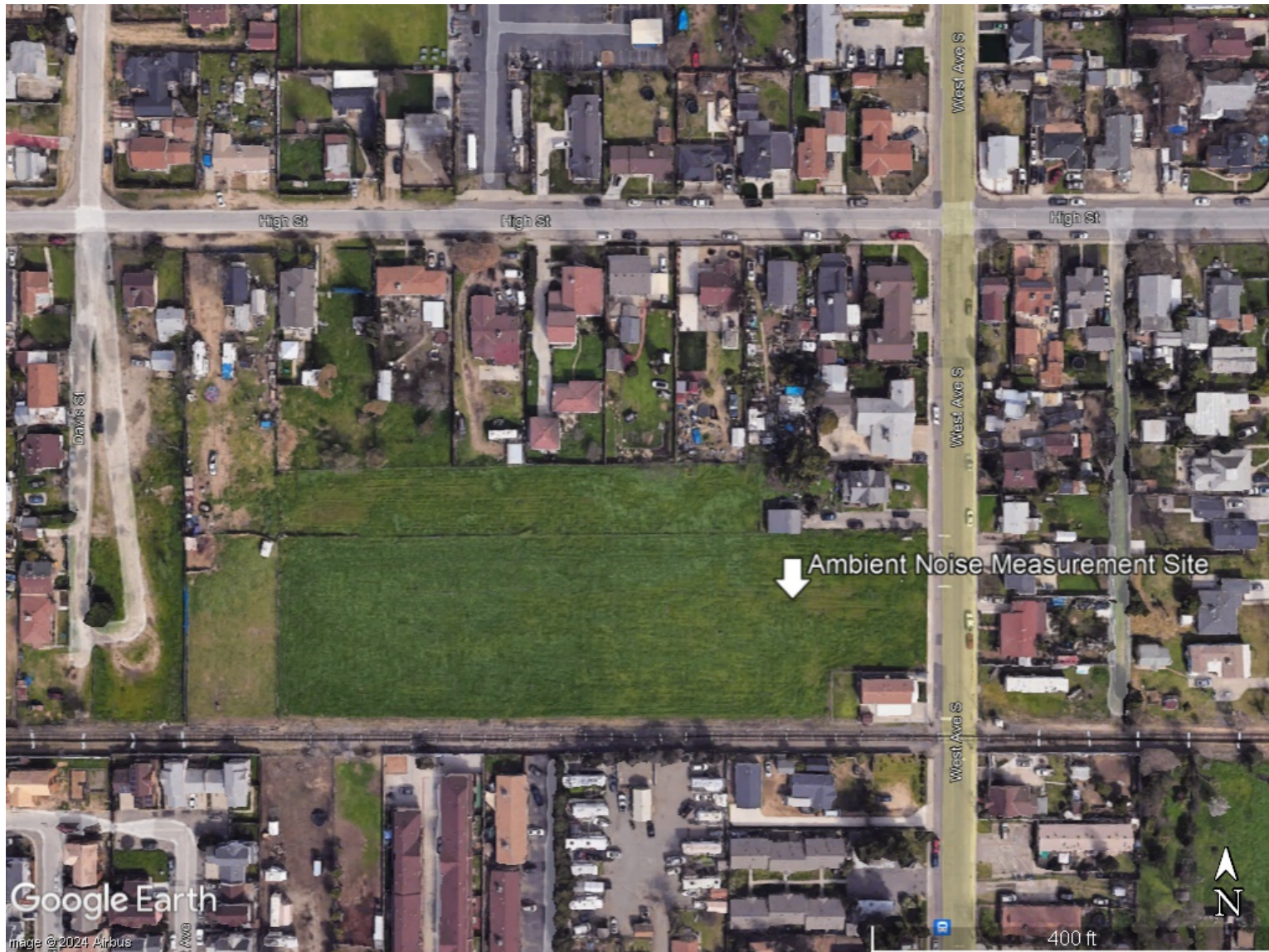


FIGURE 4: AMBIENT NOISE MONITORING SITE



APPENDIX A

ACOUSTICAL TERMINOLOGY

AMBIENT NOISE LEVEL:	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.
CNEL:	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.
DECIBEL, dB:	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).
DNL/L_{dn}:	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.
L_{eq}:	Equivalent Sound Level. The sound level containing the same total energy as a time varying signal over a given sample period. L _{eq} is typically computed over 1, 8 and 24-hour sample periods.
NOTE:	The CNEL and DNL represent daily levels of noise exposure averaged on an annual basis, while L _{eq} represents the average noise exposure for a shorter time period, typically one hour.
L_{max}:	The maximum noise level recorded during a noise event.
L_n:	The sound level exceeded "n" percent of the time during a sample interval (L ₉₀ , L ₅₀ , L ₁₀ , etc.). For example, L ₁₀ 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

NOISE SOURCE	SOUND LEVEL	SUBJECTIVE DESCRIPTION
AMPLIFIED ROCK 'N ROLL ▶	120 dB	DEAFENING
JET TAKEOFF @ 200 FT ▶		
	100 dB	VERY LOUD
BUSY URBAN STREET ▶		
	80 dB	LOUD
FREEWAY TRAFFIC @ 50 FT ▶		
	60 dB	MODERATE
CONVERSATION @ 6 FT ▶		
	40 dB	FAINT
SOFT RADIO MUSIC ▶		
	20 dB	VERY FAINT
RESIDENTIAL INTERIOR ▶		
	0 dB	
WHISPER @ 6 FT ▶		
HUMAN BREATHING ▶		



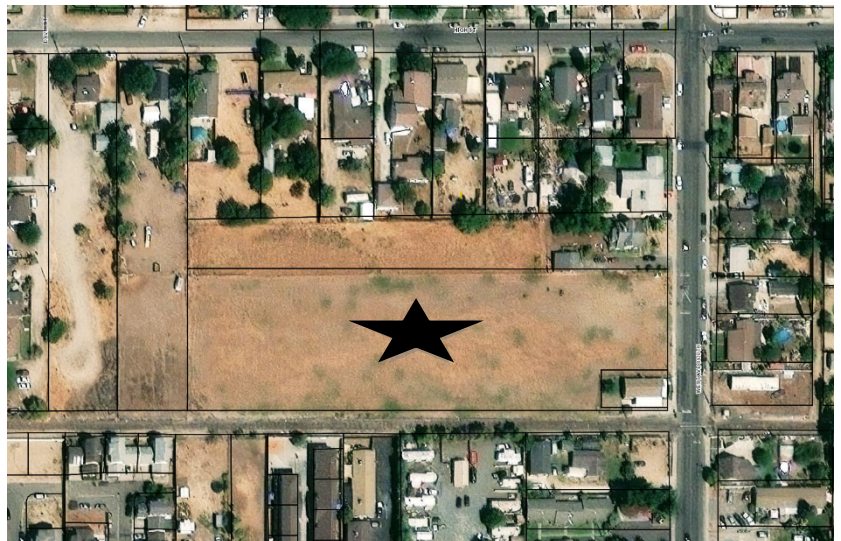
CITY OF TURLOCK INITIAL STUDY CHECKLIST

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	X	Transportation
	Agricultural and Forestry Resources	X	Hydrology/Water Quality		Tribal Cultural Resources
X	Air Quality		Land Use/Planning	X	Utilities/Service Systems
X	Biological Resources		Mineral Resources		Wildfire
X	Cultural Resources	X	Noise		
X	Energy		Population/Housing		
X	Geology/Soils	X	Public Services		
X	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.	X
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 DECLARATION 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
1. Aesthetics – Except as provided in Public Resources Code Section 21099 would the project:				
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
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?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	
Response:				
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.				
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.				



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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



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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.



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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 SO₂ .0023 tpy, PM_{10E} .04 tpy, PM_{10D} .03 tpy, PM_{10T} .07tpy, and PM_{2.5E} 0.04 tpy, PM_{2.5D} .0129 tpy, PM_{2.5T} .05t py.

Overall Operational Emissions

CalEEMOD 2022.1.1.26: ROG .5057 tpy, NOx .2771 tpy, CO 1.9784 tpy SO₂ .0046 tpy, PM_{10E} .0471 tpy, PM_{10D} .0916 tpy, PM_{10T} .3386 tpy, and PM_{2.5E} 0.0454 tpy, PM_{2.5D} .0743 tpy, PM_{2.5T} .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



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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
4. Biological Resources - 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		



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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?				X
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?				X
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?		X		
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, other approved local, regional, or state habitat conservation plan?				X



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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.



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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*



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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:



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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



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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
6. Energy – 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		
Response: 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.				
Sources: <i>Turlock General Plan, Conservation Element, Air Quality & Greenhouse Gases Element, 2012; California Building Standards Code.; San Joaquin Valley Air Pollution Control District</i>				
Mitigation: 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.				



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	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
7. Geology and Soils - Would the project:				
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		



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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.



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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
8. Greenhouse Gas Emissions - Would the project:				
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	



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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), PM₁₀ (15 tpy) & PM_{2.5} (15 tpy) emissions.

Overall Construction Emissions

CalEEMOD 2022.1.1.26: ROG .2074 tpy, NOx 1.0669 tpy, CO 1.22 tpy SO₂ .0023 tpy, PM_{10E} .04 tpy, PM_{10D} .03 tpy, PM_{10T} .07tpy, and PM_{2.5E} 0.04 tpy, PM_{2.5D} .0129 tpy, PM_{2.5T} .05t py.

Overall Operational Emissions

CalEEMOD 2022.1.1.26: ROG .5057 tpy, NOx .2771 tpy, CO 1.9784 tpy SO₂ .0046 tpy, PM_{10E} .0471 tpy, PM_{10D} .0916 tpy, PM_{10T} .3386 tpy, and PM_{2.5E} 0.0454 tpy, PM_{2.5D} .0743 tpy, PM_{2.5T} .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	
9. Hazards and Hazardous Materials - Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?			X	
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?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
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?			X	
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			X	
f) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X	
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				X
Response: 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
10. Hydrology and Water Quality – Would the project:				
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
11. Land Use Planning – Would the project:				
a) Physically divide an established community?				X



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	
<u>Response:</u>				
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.				
<u>Sources:</u> <i>Turlock General Plan, 2012 & 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>				
<u>Mitigation:</u>				
None required.				

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
12. Mineral Resources – Would the project:				
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
13. Noise – 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	
14. Population and Housing – Would the project:				
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)?				X
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X
<u>Response:</u> 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.				
<u>Sources:</u> <i>City of Turlock, General Plan, 2012 & Housing Element, 2016;</i>				
<u>Mitigation:</u> None required.				

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
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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?				X
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?				X
Response: 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.				
Sources: <i>City of Turlock General Plan 2012: City of Turlock Parks Master Plan, 2003;</i>				
Mitigation: None required.				

	Potenti ally Signific ant Impact	Less Than Significa nt Impact With Mitigatio n	Less Than Signific ant Impact	No Impact
17. Transportation – Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?		X		
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?			X	



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 10th 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
18. Tribal Cultural Resources -				
a) 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			X	
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.			X	



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
19. Utilities and Service Systems – Would the project:				
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
20. Wildfire - 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
Response: 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.				
Sources: 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;				
Mitigation: None				
	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
21 Mandatory Findings of Significance				
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)

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. Ktaka - President ABK Development, Inc. 1/30/24
Applicant Signature Date

Ronald B. Ktaka - President ABK Development, Inc. 1/30/24
Property Owner Date

City Council Staff Report

November 12, 2024



From: Adrienne Werner, Development Services Director
Prepared by: Adrienne Werner, Development Services Director
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

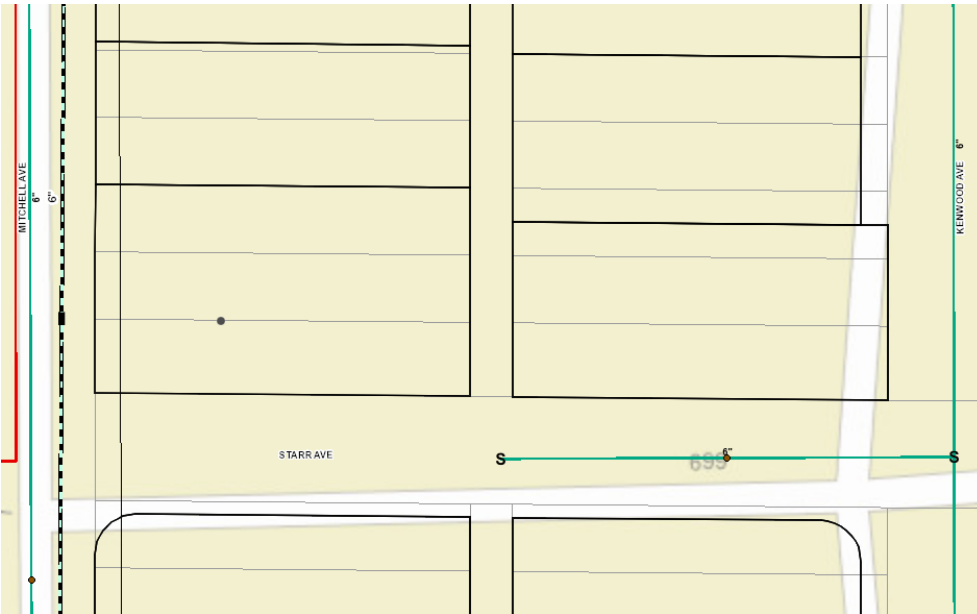
Resolution: Determining extension of City of Turlock water and/or sewer lines and connection of the existing property at 1000 Mitchell Avenue, Stanislaus County Assessor's Parcel Number 042-021-005, located outside the jurisdictional boundary of the City of Turlock, is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15303(d) [New Construction or Conversion of Small Structures] of the CEQA Guidelines.

Motion: Approving an Out-of-Boundary Service Agreement for Water and/or Sewer Connection Affecting Real Property located at 1000 Mitchell Avenue, Stanislaus County Assessor's Parcel Numbers 045-021-005 establishing the conditions under which the City would provide water and/or sanitary sewer services to the property and authorizing the City Manager to execute all documents, applications, assurances, agreements, and statements that may be required to implement the agreement.

Motion: Authorizing the City Manager to certify a Stanislaus LAFCO Out-of-Boundary Service Application and submit the application requesting LAFCO approval for the connection of property located at 1000 Mitchell Avenue, Stanislaus County Assessor's Parcel Number 045-021-005 to the City of Turlock water and/or sanitary sewer systems.

2. DISCUSSION OF ISSUE:

Brianna Dale is the owner of an approximately 0.25-acre vacant parcel at 1000 N. Mitchell Avenue. The property is located in a County Island, outside of the jurisdictional boundaries of the City of Turlock. In September 2024, Ms. Dale submitted an application to the Stanislaus County Building Department proposing to construct two single family homes and two ADUs on the property. As part of the building permit review process, Stanislaus County Environmental Resources contacted the Municipal Services Department asking if the property would be able to connect to the City of Turlock's water and sanitary sewer systems to service the new residential units. There is an existing water main and sewer main along the Mitchell Avenue frontage of the property with adequate capacity for future service. There is a City sewer main in Starr Avenue that terminates at the eastern edge of the property and has adequate capacity to allow the City to provide services to the property as requested. This request is to extend the sanitary sewer line along the Starr frontage and connect to the water and sewer lines along the Mitchell Avenue frontage to service the property and the proposed residential units. At this time the Ms. Dale hasn't requested to extend the water main along the Starr Avenue frontage but it is a possibility and would provide another option to provide water and sewer to the property and the proposed residential units.



The City of Turlock is allowed to provide water and sewer services outside of its service boundaries upon approval of an out-of-boundary service application by the Stanislaus Local Agency Formation Commission (LAFCO). Turlock Municipal Code Sections 6-4-205 and 6-5-115 require an agreement between the City and Owner before services may be provided to territories outside the City limits

Turlock Municipal Code (TMC) Section 6-4-205 regulates providing sewer services to territories outside the City. The TMC Section requires an agreement between the City and the property owner before services may be extended to territories outside the City:

6-4-205 Sewer service outside the City limit.

When sewer main or sewer lateral extensions are necessary before sewer service can be provided to a parcel or parcels outside the City limit, the City shall require an agreement with the record owner of the property and the lessee(s), if there is one. Such agreement shall be approved by the City Council and shall provide the basis upon which such extension shall be constructed and financed. Such agreement shall include the property owner's consent not to oppose the future annexation of the property. Any additional requirements deemed necessary by the Municipal Services Director and/or the Development Services Director or his or her designee may be added to the agreement. Before sewer service may be provided to a parcel or parcels outside the City limit, the City shall require an agreement with the record owner of the property and the lessee(s), if there is one. Such agreement shall provide the basis on which the sewer service will be provided, including the property owner's consent not to oppose the future annexation of the property. Any additional requirements deemed necessary by the Municipal Services Director and/or the Development Services Director or his or her designee may be added to the agreement.

Turlock Municipal Code (TMC) Section 6-5-115 regulates providing water services to territories outside the City. The TMC Section requires an agreement between the City and the property owner before water services may be extended to territories outside the City:

6-5-115 Water service to territory outside the City.

When water main extensions are required before water service can be provided to territory outside the City, the City shall require an agreement with the property owner and lessee. Such agreement shall be approved by the City Council and shall provide the basis upon which such lines will be constructed and financed. Such agreement may include the requirement that such territory annex to the City at the earliest opportunity.

The General Plan does not specifically address the issue of out of boundary service connections. General Plan Implementing Policy 3.1-m calls for coordination with Stanislaus County to develop a financing plan to implement infrastructure improvements within county islands prior to annexation. Once a comprehensive financing plan has been established with the County, the City will pursue annexation of County Islands. The Turlock General Plan identifies this area for future residential uses.

If approved, staff will submit an application to LAFCO in accordance with Government Code Section 56133 (Cortese-Knox Hertzberg Act). This law specifies that a city or special district must apply for and obtain the approval of LAFCO before providing new or extended services outside its jurisdictional boundaries. Each LAFCO establishes the standards and procedures for processing such requests.

The Stanislaus LAFCO has adopted a set of policies and procedures for the conduct of its business. The latest version was adopted on July 24, 2024 and is available on their website. While the Stanislaus LAFCO generally prefers that services be extended upon annexation, the Commission's policies do allow for individual service requests under Government Code Section 56133(b) to be considered on a case-by-case basis. The applicant cannot move forward with the service connection until LAFCO approves their application.

Although the City has no specific policies or criteria established for when an out-of-boundary service connection should be approved, staff does recommend approval of this agreement. This parcel is located in a county island identified in the General Plan for residential uses and future annexation. Getting this parcel connected to City services is a step towards getting the county island improved to City standards.

3. BASIS OF RECOMMENDATION:

1. Pursuant to Turlock Municipal Code Sections 6-4-205 and 6-5-115 an agreement between the City and the property owner is required before services may be provided to territories outside the City limits.
2. Staff recommends approval of this agreement because the properties are located within a county island identified in the General Plan for future annexation.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The property owner has paid the application fee for staff time to process the application.

The property owner will be responsible for the construction of the water and sewer line extension and will pay for all required plans, permits, fees and approvals associated with the extension of the lines and the connection of the lines to their property.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

The project is to allow a vacant property located outside the jurisdictional boundary of the City of Turlock to connect to existing City of Turlock water and sewer services. The project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15303(d) [New Construction or Conversion of Small Structures] of the CEQA Guidelines pursuant to the attached resolution.

8. ALTERNATIVES:

1. The City Council may choose not to approve the agreement. In this case, the applicant will not be able to complete the LAFCO Out-of-Boundary Service Application and will be unable to connect to the City Water and Sewer System.

2. The City Council may choose to modify the conditions of the Out-of-Boundary Service Agreement.

9. ATTACHMENTS:

1. Attachment 1 OBA 24-02 Resolution
2. Attachment 2 OBA 2024-02 Agreement Dale

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

DETERMINING EXTENSION OF CITY OF TURLOCK
WATER AND/OR SEWER LINES AND CONNECTION
OF THE EXISTING PROPERTY AT 1000 MITCHELL
AVENUE, STANISLAUS COUNTY ASSESSOR'S
PARCEL NUMBER 042-021-005, LOCATED OUTSIDE
THE JURISDICTIONAL BOUNDARY OF THE CITY OF
TURLOCK, IS EXEMPT FROM THE PROVISIONS OF
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
(CEQA) PURSUANT TO SECTION 15303(d) [NEW
CONSTRUCTION OR CONVERSION OF SMALL
STRUCTURES] OF THE CEQA GUIDELINES

RESOLUTION NO. 2024-XX

WHEREAS, the property owner of 1000 Mitchell Avenue, Stanislaus County Assessor's Parcel Number 042-021-005, which is located outside the City of Turlock's jurisdictional boundary has submitted a request to connect to City of Turlock water and sanitary sewer services; and

WHEREAS, the property is currently undeveloped and is identified in the Turlock General Plan for future residential uses; and

WHEREAS, the property owner plans to submit building permits to Stanislaus County for the construction of two single-family residences and two accessory dwelling units (ADUs); and

WHEREAS, there are water and sewer mains along the Mitchell Avenue frontage and have adequate capacity; and

WHEREAS, the property owner is requesting to extend water and/or sewer services along the Starr Avenue frontage; and

WHEREAS, Turlock Municipal Code Sections 6-4-205 and 6-5-115 require an agreement between the City of Turlock and the property owner in order to provide services outside of the City of Turlock jurisdictional boundary; and

WHEREAS, any extension of City services to a property located outside of the City of Turlock jurisdictional boundary must be reviewed and approved by the Stanislaus Local Agency Formation Commission (LAFCO) prior to extension; and

WHEREAS, the application of LAFCO for the Out-of-Boundary service extension requires certification by the City of Turlock and the submittal of a draft agreement between the City of Turlock and the property owner establishing the conditions under which the service is to be provided; and

WHEREAS, allowing connection to the City water system is a "project" as

defined by the California Environmental Quality Act (CEQA) as it involves the exercise of discretionary powers by the City of Turlock to provide a water service connection and the connection would result in a physical change in the environment; and

WHEREAS, pursuant to Section 21084 of the California Public Resources Code, the CEQA Guidelines lists the classes of projects which have been determined not to have a significant effect on the environment and are therefore exempt from the provisions of CEQA; and

WHEREAS, Section 15303(d) (New Construction or Conversion of Small Structures) of the CEQA Guidelines exempts projects such as water and sewer mains of a reasonable length to serve small structures; and

WHEREAS, the connection to the City of Turlock water and/or sewer service lines are small service structures of reasonable length to serve only the approved use of the property; and

WHEREAS, the City Council of the City of Turlock considered the evidence contained within the staff report and the public testimony in making this CEQA determination and rendering its decision on the project at a properly noticed meeting held on November 12, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine that extension of City of Turlock water and/or sewer lines and connection of the existing property at 1000 Mitchell Avenue, Stanislaus County Assessor's Parcel Numbers 042-021-005, located outside the jurisdictional boundary of the City of Turlock, is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15303(d) [New Construction or Conversion of Small Structures] of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2024, by the following vote:

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

ATTEST:

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

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

City of Turlock
 Attention: City Clerk
 156 S. Broadway, Suite 230
 Turlock, California 95380-5456

Exempt from fee per Government Code §6103

(Above for Recorder's Use Only)

**OUT-OF-BOUNDARY SERVICE AGREEMENT
 for Water and Sanitary Sewer Connection Affecting Real Property**

THIS AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into this 12th day of November, 2024, by and between the **CITY OF TURLOCK** (hereinafter referred to as "City") and **Brianna Dale**, (hereinafter referred to as "Owner") whose address of record is 4145 Pin Oak Court, Turlock, California, 95382, for the property located at 1000 N. Mitchell Avenue, Stanislaus County APN 042-021-005.

WHEREAS, Owner is the owner of real property in the unincorporated area of the County of Stanislaus identified under Paragraph 24 of this Agreement, which property is noncontiguous to City (hereinafter referred to as "Property") but outside the City limit; and

WHEREAS, Owner has plans to develop two single-family dwellings and two accessory dwelling units (ADUs) on the property located at 1000 N. Mitchell Avenue; and

WHEREAS, Owner desires the City extend water and sanitary sewer services to the property located at 1000 N. Mitchell Avenue; and

WHEREAS, in exchange for water and sanitary sewer services to the property located at 1000 N. Mitchell Avenue, Owner agrees to the future annexation of the real Property identified under Paragraph 24 of this Agreement to the City; and

WHEREAS, under State law, permission to extend such services must be obtained from the Stanislaus County Local Agency Formation Commission (hereinafter referred to as "LAFCO"); and

WHEREAS, Turlock Municipal Code § 6-4-205 and § 6-5-115 requires an agreement between the City and Owner before water and sanitary sewer services may be extended to the territories outside the City; and

WHEREAS, this Agreement does not convey or imply the future provision of storm water collection services to the Property.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **PROVISION OF WATER SERVICE AND SEWER SERVICES.** City agrees to provide water and sanitary sewer services to Owner for Owner's future development of two single-family residences and two accessory dwelling units (ADUs) only. This right may not be sold, transferred, or otherwise conveyed to any other owner or property. This Agreement does not create any right to utilize any of City's services except such services for which rights are expressly granted herein. Owner has no right under this Agreement to receive storm water service from City.

2. **PRIVATE PROPERTY.** City makes no warranty whatsoever as to the current or continued condition of any private property utilized by Owner to receive City's extraterritorial services. For the purpose of this section, "Private property" shall mean any property that is not owned or leased by City and shall include, but not be limited to, any water and sanitary sewer lines that are not owned by City. In the event that Owner does not have access to City's services due to any malfunction of any private property, Owner shall still be liable to City for all applicable monthly or other fees.

3. **RIGHT OF ENTRY.** Owner hereby expressly grants consent to City to enter upon Owner's Property in the manner and according to the procedures prescribed by City for the purpose of disconnecting service when Owner's account is delinquent. No further consent shall be required.

4. **CHARGES FOR SERVICE.** Owner agrees to pay sanitary sewer and water service and usage charges at metered rate in such sum as from time-to-time may be established by the City Council. The City will issue monthly billing statements to Owner for water and sanitary sewer service and usage which will be due and payable as stated on billing statement.

5. **FEES AND DEPOSITS.** Owner shall be an extraterritorial customer of the City's water system and sanitary sewer system and hereby agrees to be subject to all water and sanitary sewer service laws, policies and ordinances applicable to customers within City boundaries. Owner also agrees to pay all applicable fees, including connection fees, deposits and usage fees and sewer trunk capacity fees, outlined in the City's ordinance and/or water and sanitary sewer fee schedule as now existing or herein after amended. Owner further agrees that, as an extraterritorial customer, Owner will not be entitled to notice or protest rights under Proposition 218 where fee increases are contemplated and initiated by City.

6. **LAFCO APPLICATION.** Once this agreement has been executed, Owner shall then submit the required fees to the Stanislaus County LAFCO and City shall then submit an application to the Stanislaus LAFCO for permission to extend water and sanitary sewer services to the Property. The Owner shall comply with any additional conditions that may be required by LAFCO prior to the installation of City water or sewer services to the property.

Prior to providing any services outside of its territorial boundaries, City must first obtain approval from the Stanislaus County Local Agency Formation Commission (LAFCO). LAFCO charges a fee and may require additional steps prior to approving extraterritorial service.

Property owner shall pay all LAFCO fees and any other costs related to the LAFCO process. This may include the preparation of an environmental document satisfying the requirements of LAFCO at an additional cost to Owner. City will have no obligation to provide service until LAFCO approval is finalized.

LAFCO is the responsible entity for decisions regarding service extensions. City makes no representations or warranties as to any action or decision that may or may not be taken by LAFCO.

7. **DEVELOPMENT IMPACT FEES.** Owner agrees to pay City all City-wide development impact fees, including but not limited to Water Capital Charges and Sewer Development fees appropriate for the nature and extent of the intended use of the Properties, in such amount as is established by the City in effect at the time of Owner's connection to the water and/or sanitary sewer system.

8. **WATERLINE AND SANITARY SEWER LINE.** Owner agrees at his own expense to cause a water line and sanitary sewer line, of such size as shall be determined by City Engineer, to be constructed and installed according to City standards, at such location as shall be determined by City Engineer as necessary or desirable to serve Owner's Property and comply with City extension requirements.

Upon acceptance by City, waterline and/or sewer line, and all appurtenances up to the required backflow device(s) shall become property of the City. All facilities downstream of this point shall be privately owned and maintained.

The sewer line on private property shall belong to the owner and shall be installed and maintained at the expense of the owner. All sewer lines and appurtenant facilities constructed in or under streets, easements, or alleys shall become property of the City upon the complete installation and final inspection and approval of all the lines by the Public Works Department.

9. **ENCROACHMENT PERMIT.** Owner shall submit an application for an encroachment permit to the City of Turlock and Stanislaus County (if required), with improvement plans prepared by a licensed civil engineer.

10. **IMPROVEMENT PLANS.** Developer shall submit on-site and off-site (Non-structural) improvement plans to the **Engineering Division** for review and approval. Please submit an improvement plan application along with the current plan check fee, five (5) sets of civil improvement plans including erosion control and landscape plans, an erosion and sediment control plan (ESCP) worksheet, one (1) copy of the soils report (California Building Code requirement) and one (1) copy of the land use permit. Landscape plans shall meet the requirements of the Model Water Efficient Landscape Ordinance (MWELO). All projects disturbing more than one acre of land must apply for a Notice of Intent with the State of California Water Quality Control Board. The W.D.I.D. number, which is provided by the state, must be provided prior to grading permit issuance. Water pipe, valves, meter, backflow devices and any and all other improvements and appurtenances specified by City shall be installed by Owner per City standards.

- a. Connection to the City of Turlock water system shall require the abandonment of any and all existing private (non-City owned) wells on the property. Wells shall be capped and plugged pursuant to the standards of Stanislaus County and the State of California.
- b. Septic tank removal. To connect to the City's sanitary sewer system all sewer waste generated on the premises shall be conveyed through the new sewer service. Once the new service is complete, any and all on-site septic tanks and leach lines shall be abandoned and destroyed in accordance with County and State regulations.

- c. All improvements shall be constructed to the applicable City standards. Improvement plans shall be submitted prior to the installation of any improvements. Backflow prevention devices shall be installed
- d. Prior to the issuance of a grading permit, water utilities shall be reviewed and approved by Turlock Municipal Services.
- e. The developer shall pay all applicable City of Turlock city wide and specific plan development impact fees adjusted to the current Engineering News Record, prior to issuance of any permits.
- f. Developer shall procure an encroachment permit from the Engineering Division for all off-site work done within existing City of Turlock right-of-way, proposed right-of-way and within any easements prior to the issuance of any building permits. Upon approval of the off-site improvement plans, please submit an encroachment permit application, a cost estimate for all off-site work, liability insurance as detailed in the encroachment permit application listing the City of Turlock as additional insured, and an improvement security equal to 110% of the valuation of the work in the form of a bond, letter of credit, cash or check.
- g. All utility improvements shall be installed per City of Turlock Standards and Specifications.
- h. Any existing or new domestic, landscape, and fire water services shall be fitted with backflow prevention devices that meet the current City Standards. All water services shall have its own tap off the main.
- i. Developer shall repave all trenching in existing right-of-way per Stanislaus County Standards.
- j. Developer shall implement source control measures consistent with recommendations from the CASQA Stormwater BMP Handbook for New Development and Redevelopment for the pollutant generating activities listed in Section E.12.d of the Phase II MS4 General Permit.
- k. Developer shall incorporate all post construction BMPs necessary to comply with the Phase II MS4 General Permit issued by the State Water Resources Control Board to the City of Turlock.
- l. If any survey monuments will be at risk during construction activities, the City of Turlock will require that there is an individual in responsible charge of the Land Surveying activities within the bounds of proposed development as follows:
 - **Acknowledgement of Monument Responsibility** certificate signed and sealed by a Licensed Land Surveyor or a Professional Engineer authorized to perform Land Surveying in the State of California, will be required prior to issuance of the grading and/or encroachment permit.
 - **Acknowledgement of Monument Preservation** certificate signed and sealed by a Licensed Land Surveyor or a Professional Engineer authorized to perform Land Surveying in the State of California, will be required prior to final sign acceptance of the grading and/or encroachment permit.
- m. The project shall comply with the Current California Fire Code, National Fire Code (NFPA), California Mechanical Code, and the Turlock Municipal Code in effect at the time of permit application.

11. **COST OF FEES.** Owner shall bear all costs of construction of the improvements, in accordance with all applicable laws, rules, and regulations, and shall pay all permit, plan check, inspection, application fees, water and sanitary sewer connection fee based upon service size, the City's Water Grid Fee, the City's Sewer Grid Fee and any and all other applicable fees, including all sanitary sewer and potable water-related development impact fees.

12. CONFORMANCE WITH CITY ORDINANCES. Owner agrees to cause all future improvements and construction on said Property to conform to the subdivision, zoning, housing, plumbing, electrical, building, fire, park dedication and other codes, ordinances and regulations of City, including payment of fees stipulated therein. In addition, all applicable requirements of Title 6 of the Turlock Municipal Code, as now existing or hereafter amended, dealing with the water system of the City of Turlock including, but not limited to, Turlock Municipal Code Sections 6-5, 6-6 and 6-7 and the sanitary sewer system of the City of Turlock including, but not limited to, 6-4 are incorporated herein by reference are incorporated herein by reference.

13. DEDICATION FOR PUBLIC USE. Owner agrees to dedicate to public use, at no cost to City, and without any demands, conditions or requirements, any easements, streets, alleys or other public ways which the City, City Planning Commission and/or the City Council find necessary and desirable for the future development of the Property or for the protection and maintenance of utilities.

14. COVENANTS RUNNING WITH THE LAND. City agrees to furnish water service and sanitary sewer service for the benefit of Owner's real Property hereinafter described. The obligations of Owner stated in this Agreement are covenants running with the land, and are intended by City and by Owner to be binding upon Owner and Owner's heirs, administrators, assignees and successors in interest in the land described herein.

15. COVENANT TO ANNEX. Owner hereby covenants and binds itself and its successors-in-interest to annex said real Property to City when the City Council determines that such annexation shall be made, and Owner hereby acknowledges that this writing is a request and a consent by Owner to so annex the said real Property, and Owner for itself and its successors-in-interest further agrees not to protest annexation of said Property either by itself or as part of a larger parcel of land and hereby specifically waives the provisions of all sections of law now existing or hereafter to be enacted permitting protests to be filed in annexation proceedings.

16. RESULT OF FAILURE TO ANNEX. It is further understood and agreed that state law provides that application must be made to the Local Agency Formation Commission before the real Property herein described may be annexed to the City, and if said Commission should not give its consent to annex, or if it places conditions or modifications upon annexation which are not acceptable to City, in its sole and unfettered discretion, then, and in that event, the City in its sole and unfettered discretion, may cancel and terminate this Agreement and City shall cease to provide water service and may disconnect City water lines from said Property upon giving the notice provided for in this Agreement, and neither Owner nor its successor-in-interest shall be entitled to any refund of charges previously paid to City.

17. CONSENT TO PAY TAXES UPON ANNEXATION. Upon annexation, Owner consents to be taxed and agrees to pay Owner's proportionate share of the City's general indebtedness existing at the time of annexation, pursuant to Government Code Section 57328.

18. AGREEMENT TO NOTIFY PURCHASER OR GRANTEE. In the event Owner's land, or any lot or parcel thereof, is to be sold or conveyed, Owner agrees to notify said purchaser or grantee of the terms and conditions of this Agreement, however the binding effect of this Agreement upon said purchaser or grantee shall not be lessened by the failure of the Owner to give such notice.

In the event of a transfer of Owner's Property by any means, including but not limited to, sale, gift, bequests, etc., City, in its sole and unfettered discretion, may terminate this

Agreement, may renegotiate the terms of this Agreement or may take any and all other action it deems necessary or appropriate.

19. **FAILURE TO PAY.** Upon the failure of Owner or Owner's successors in interest to make the payments at the time and in the manner as herein provided, or to keep or perform any of the agreements or covenants on their part to be kept or performed as herein provided, City may cease to give water service and/or sanitary sewer service and may disconnect City water and/or sewer lines from said Property upon giving the Owner or Owner's successor in interest 60 days' written notice of City's intention so to do, which said notice shall be by personal service or by mail to Owner or Owner's successor in interest at his or her last known mailing address.

Unpaid service charges for the Property described below shall constitute a debt of the Owner or Owner's successors in interest to the City. The Owner or the Owner's successor in interest who incurred the debt shall be liable in a civil action for the amount of the unpaid service charges, for the cost of suit, and for reasonable attorney fees. The service charges shall also constitute a lien against said Property for the amount of the unpaid service charges. Any lien shall be enforceable against Owner and Owner's successors in interest, and shall be subject to the same penalties and procedures under foreclosure and sale in case of delinquency as provided for ordinary municipal taxes.

20. **APPROVALS PRIOR TO CONSTRUCTION.** The furnishing of water and sanitary sewer services set forth in Paragraph 1 shall not be effective and no construction shall take place before approval of the extension of the services by LAFCO, all plans and specifications have been approved, and all required permits have been obtained and any and all fees have been paid.

21. **SUBSEQUENTLY ENACTED OR ADOPTED CHARGES.** If the City Council shall hereafter increase or enact or adopt any other charges, fees or other requirements related to water and/or sanitary sewer service, annexation or any other aspect of the subject matter of this Agreement, Owner agrees to pay or perform the same, in the same manner, and to the same extent, as any other person similarly situated.

22. **DAMAGES TO FACILITIES.** When a discharge of waste causes an obstruction, damage, or any other impairment to the sewer system and/or the City publicly owned treatment works, the City may assess a charge against the user, premises owner, and/or person violating the provisions of the Municipal Code for the work required to clean or repair the facility and add the charge to the user's sewer service charge.

23. **INTENDED USE OF PROPERTY.** Owner's intended use of said Property is residential for two single-family dwellings and two accessory dwelling units (ADUs). Water and sanitary sewer service for other than Owner's proposed use, or any increase in the scale or intensity of its future operation, shall require further approval by City and, if so approved, will be charged for in accordance with the charges then in effect. City may impose other or different conditions upon such approval or may deny the same, in City's sole discretion. The City Council has the right to delegate authority to one or more designated persons to amend this Agreement as to the type of use or the number of connections which may be made. Until or unless such delegation of authority is affected by resolution or ordinance, amendment of this Agreement requires the approval of the City Council.

24. **PROPERTY DESCRIPTIONS.** The Property herein referred to are described as follows:

Address: 1000 N. Mitchell Avenue, Turlock, CA 95380

Assessor's Parcel Number: 042-021-005

Legal Description: See Exhibit "A"

25. **RECORDATION OF AGREEMENT.** The City shall record this Agreement with the Stanislaus County Recorder's Office within thirty (30) days of execution thereof. No permit shall be issued pursuant to this Agreement until this Agreement has been recorded in the official records of Stanislaus County.

26. **PARTIAL INVALIDITY.** If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

27. **SUCCESSORS.** This Agreement shall be binding on and inure to the benefit of the respective successors, assigns and representatives of the Parties.

28. **ATTORNEY'S FEES AND ARBITRATION.** In the event of any litigation, including arbitration, between the Parties hereto arising out of this Agreement or the performance thereof, the losing party shall pay the prevailing party's reasonable attorney's fees and costs.

29. **WAIVER.** The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver of any subsequent breach by such breaching party of the same or different provision.

30. **AMBIGUITY.** This Agreement has been jointly negotiated and in the event of any ambiguity, said ambiguity shall be given a reasonable interpretation and shall not be construed against either party.

31. **ANNEXATION.** Upon annexation into the City of the Property affected by this Agreement, this Agreement shall automatically terminate, and the annexed Property shall become a customer within the City with all rights and obligations pertaining thereto.

32. **SUBDIVISION.** This Agreement will automatically terminate as to any parcel(s) which are subdivided at any point after execution of this Agreement and the subdivided parcel(s) is not receiving City water service.

33. **TERM AND VOLUNTARY TERMINATION BY CITY.** The initial term of this Agreement is for five (5) years from the date of execution. If the improvements have not been installed and the water and/or sanitary sewer connections have not been made within five years from the date of execution of this Agreement, this Agreement shall terminate. If the connections are made, after the initial term, this Agreement will automatically renew on a year-to-year basis. City may terminate this Agreement at any time and without cause by giving notice of termination not less than ninety (90) days prior to the date of termination.

34. **TERMINATION BY CITY.** In addition to the City's right to terminate this Agreement as set forth in Paragraph 32, City may terminate this Agreement upon any material breach of this Agreement by Owner or upon any violation of any City ordinance, policy, regulation or other requirement conditioned upon City providing due notice to Owner that City would otherwise provide to a customer located within the City prior to termination or suspension

of water service. Grounds for termination include, but are not limited to: (1) illegally connecting to City's system, (2) contaminating City's water supply, (3) tampering with water meters or taking other steps to disguise the amount of water used or avoid paying the established rate, (4) involuntary abandonment of right to receive service in accordance with the procedures contained in City's ordinances. (5) discharging material from the premise that is detrimental or injurious to the sewer system or to other premises (6) where the Director finds that negligent or wasteful use of water exists at any premises which adversely affects the sewer system (7) if the Director determines the action is necessary, to protect the City against abuse or fraud (8) if there is an immediate or imminent public nuisance. Upon termination, Owner is responsible for disconnecting its Property from City's services. If Owner fails to disconnect the Property from City services, City may perform the work needed to disconnect and recover the costs as a lien against the Property or through any other lawful method. Upon termination, Owner is responsible for disconnecting its Property from City's services. If Owner fails to disconnect the Property from City services, City may perform the work needed to disconnect and recover the costs as a lien against the Property or through any other lawful method.

35. **TERMINATION FOR INADEQUATE WATER OR SEWER SUPPLY.** As City's customers within its boundaries have first claim on City's resources, City may terminate this Agreement at any time in which City has, in its sole and unfettered discretion, determined there is inadequate water and/or sanitary sewer capacity to supply City's customers within its boundaries. City may terminate this Agreement upon the occurrence of any significant event which renders the City unable to perform this Agreement, including but not limited to severe drought, contamination of City facilities, or destruction of City facilities. For purposes of this section, City is unable to perform this Agreement if City's capacity or facilities become insufficient to serve its existing customers within City boundaries. This paragraph shall not be deemed in any way to limit the City's right to terminate this Agreement as set forth in Paragraphs 32 and 33 of this Agreement.

36. **TERMINATION BY OWNER.** Owner may terminate service at any time by requesting and recording an agreement of voluntary abandonment in accordance with City ordinances. Owner will be responsible for any charges accruing up to the date of abandonment, and Owner will be responsible for disconnecting its Property from City's services. If Owner fails to disconnect the Property from City services, City may perform the work needed to disconnect and recover the costs as a lien against the Property or through any other lawful method.

36. **INDEMNIFICATION.** In consideration of the City's processing and consideration of this Agreement, the LAFCO application for service extension, and/or the related California Environmental Quality Act (CEQA) consideration by City, Owner agrees to defend, indemnify and hold harmless the City of Turlock ("City") from liability or loss connected, directly or indirectly, with this Agreement, the LAFCO application and/or process, and/or the CEQA process, as follows:

a. The Owner shall defend, indemnify and hold harmless the City and its agents, officers and employees from any claim, action, or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul this Agreement, the LAFCO application and/or process, and/or the CEQA process, or any prior or subsequent approvals regarding this Agreement, the LAFCO application and/or process, and/or the CEQA process, or any condition imposed by the City or any of its agencies, departments, commissions, agents, officers or employees concerning the same, or to impose personal liability against such agents, officers or employees resulting from their involvement in the same, including any claim for private attorney general fees claimed by or awarded to any party from City. The obligations of

Owner under this Indemnification shall apply regardless of whether this Agreement and/or the LAFCO outside service application is approved.

b. The City will promptly notify Owner of any such claim, action, or proceedings that is or may be subject to this Indemnification and, will cooperate fully in the defense.

c. The City may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the City defends the claim, actions, or proceeding in good faith. To the extent that City uses any of its resources responding to such claim, action, or proceeding, Owner will reimburse City upon demand. Such resources include, but are not limited to, staff time, court costs, City Attorney's time at their regular rate for external or non-City agencies, and any other direct or indirect cost associated with responding to the claim, action, or proceedings, including, but not limited to, the use of special counsel.

d. Owner shall not be required to pay or perform any settlement by the City of such claim, action or proceeding unless the settlement is approved in writing by Owner, which approval shall not be unreasonably withheld.

e. Owner shall pay all court ordered costs and attorney fees.

f. This Indemnification represents the complete understanding between Owner and the City with respect to matters set forth in this Paragraph 36.

37. NOTICE. Whenever notice is required or convenient to effect this Agreement, Customer shall give notice to the City at the current address of City's main office to the attention of the City Manager. City shall give notice by either mailing notice to the record owner, by providing notice within or in the same manner as the monthly water bill, or by posting notice at the appropriate property.

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

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

39. COUNTERPARTS. This Agreement may be executed in separate counterparts, each of which is effective and enforceable. Signatures delivered by facsimile shall be effective and enforceable.

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

CITY OF TURLOCK, a municipal corporation

Brianna Dale

By _____
Reagan M. Wilson, City Manager

By _____
Brianna Dale, Property Owner

APPROVED AS TO FORM:

By _____
George Petrulakis, City Attorney

ATTEST:

By _____
Julie Christel, City Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

THE LAND REFFERED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA OF STANISLAUS COUNTY, STATE OF CALIFORNIA AND IS DESCRIED AS FOLLOWS:

LOTS 26, 27 AND 28 IN BLOCK 2 OF THE KENWOOD PARK, IN THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF FILED JANUARY 15, 1910 IN VOLUME 4 OF MAPS AT PAGE 44, STANISLAUS COUNTY RECORDS.

APN: 042-021-005-000

(End of Legal Description)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
*Date Here Insert Name and Title of the Officer*personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

*Signature of Notary Public**Place Notary Seal above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title of Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner -- ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner -- ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

City Council Staff Report

November 12, 2024



From: Christopher Fisher, Municipal Services Director
Prepared by: James Governale, Administrative Analyst
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Ordinance: Introduction and first reading of an ordinance amending Turlock Municipal Code Title 6 (Sanitation and Health), Chapter 6-4 (Sewage Disposal), Article 4 (Fees and Charges) to add Section 6-4-409 "Sewer Service User Rate Updates"

2. DISCUSSION OF ISSUE:

To respond to feedback from City Council about the frequency that sewer service rate studies take place, staff propose the addition of Section 6-4-409 "Sewer Service User Rate Updates" to the Turlock Municipal Code, as shown in the attached ordinance.

It is generally accepted as "best practice" for agencies who provide sewer treatment services to perform cost of service studies on a reoccurring basis to ensure that customers are being charged in line with customer usage and net revenue requirements. At the October 8 City Council meeting and following an extensive cost-of-service study and full Proposition 218 process which can be reviewed in those respective staff reports (from the August 13 and October 8 City Council meetings), Council adopted updated sewer rates. These updated sewer rates, not evaluated since 2013, represented a significant increase for Significant Industrial Users.

During the October 8 meeting and with consideration for mitigating sudden significant increases to sewer rates, Council directed the City Manager to present an ordinance that would amend the Turlock Municipal Code to include language about the regularity that cost of service studies would be performed and new rates would be adopted. Staff suggest adding a new section, 6-4-409 "Sewer Service User Rate Updates" to the Turlock Municipal Code, detailed in the attached draft ordinance in response to Council's feedback.

Following the approval of this action, the second and final reading of this ordinance will be presented to City Council at the December 10 City Council meeting and then formally included in the Turlock Municipal Code soon thereafter, pursuant to the ordinance.

3. BASIS OF RECOMMENDATION:

- A. It is generally accepted to be best practice for agencies to perform cost of service studies on a regular basis of about every five years.
- B. City Council provided feedback to the City Manager at the October 8, 2024 Council meeting that an ordinance should be presented to formalize this practice in the Turlock Municipal Code.

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact associated with this action. Future costs of study will be budgeted for and presented to the City Council for approval with current financial information.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. 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 merely requires the City to review and adopt updated sewer service user rates at least every five years and does not involve any commitment to any specific project.

8. ALTERNATIVES:

- A. City Council could choose to not add Section 6-4-409 "Sewer Service User Rate Updates". This alternative is not recommended because this is the way to formalize the addition of this practice to the Turlock Municipal Code, as was Council's request.
- B. Provide staff direction on how to proceed.

9. ATTACHMENTS:

- 1. Draft Ordinance

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK	}	
MUNICIPAL CODE TITLE 6 (SANITATION AND	}	
HEALTH), CHAPTER 6-4 (SEWAGE DISPOSAL),	}	
ARTICLE 4 (FEES AND CHARGES) TO ADD	}	
SECTION 6-4-409 "SEWER SERVICE USER	}	
RATE UPDATES"	}	ORDINANCE NO. -CS

WHEREAS, on October 8, 2024, the City of Turlock ("City") recently adopted updated Sewer Service User Rates by adopting Resolution 2024-153; and

WHEREAS, prior to the adoption of Resolution 2024-153, the City had not increased its sewer rates since January 1, 2013; and

WHEREAS, the City wants to establish a policy whereby sewer rates will be updated in a timely manner in order to ensure that rates are proportionately aligned with costs of service and to avoid the need for significant rate realignments or increases.

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 merely requires the City to review and adopt updated sewer service user rates at least every five years and does not involve any commitment to any specific project.

SECTION 2. AMENDMENT: Title 6, Chapter 6-4, Article 4, shall hereby be amended to add Section 6-4-409, as follows:

6-4-409. Sewer Service User Rate Updates

The City will endeavor to review its costs of service and adopt updated sewer service user rates, pursuant to all applicable laws, at least every five years. Rates may be updated sooner than five years if warranted by significant changes in the City's costs of service or the flows and/or loadings received by the City's sewer system.

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 12th day of November 2024, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this 10th day of December, 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

City Council Staff Report

November 12, 2024



From: Adrienne Werner, Development Services Director
Prepared by: Adrienne Werner, Development Services Director
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Authorizing the submittal of the 2023-2031 Draft Housing Element to the California Department of Housing and Community Development for the required 90-day review period.

2. DISCUSSION OF ISSUE:

The City of Turlock is mandated by the State of California to develop a Housing Element as part of its General Plan. The Housing Element is designed to promote affordable and decent housing throughout the community, aligning with state-wide housing goals. The update process commenced in May 2021, with Dyett and Bhatia Regional Planners contracted to assist in this endeavor.

In compliance with state law, the City engaged citizens throughout the Housing Element update process. A dedicated webpage has been established to provide information about the process. In 2023, several community pop-up events were organized, including one during National Night Out at Columbia Park, employing a "go to them" strategy to increase awareness and encourage public participation. Additionally, a citywide survey was conducted from February 1 to March 1, 2024, allowing residents to identify and assess strategies for accommodating new housing that meets local needs and legal requirements. Approximately 33,000 surveys were mailed, yielding over 1,500 responses. The findings from the survey informed the selection of sites and strategies to address the Regional Housing Needs Allocation (RHNA) of 5,802 housing units for the 2023-2031 planning period.

Focus group discussions involved affordable and market-rate developers, non-profit organizations, architects, service providers for older citizens, and other stakeholders, all contributing to the formulation of the Housing Element's policies and programs.

Two study sessions were held with the Planning Commission, where staff presented community feedback and gathered input. The Draft Housing Element was made available for a 30-day public review on the City's website starting October 2, 2024.

Following the 30-day public review period, the Planning Commission held a public hearing on November 7, 2024, to collect any additional public comments and make a formal recommendation to the City Council regarding the submission of the Draft Housing Element to the Department of Housing and Community Development (HCD) for their 90-day review. Any feedback from the state during this period will be incorporated into the Housing Element prior to its final adoption by the City Council.

3. BASIS OF RECOMMENDATION:

To comply with State law, the City of Turlock must update the Housing Element every eight years.

4. FISCAL IMPACT / BUDGET AMENDMENT:

A portion of the cost of updating the Housing Element is funded through the Regional Early Action Planning (REAP) grant and from Fund 241 "Asset Replacement", the holding account for projects necessary to update the City's General Plan. Staff time was paid from the Planning Division budget.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15162 (Subsequent EIRs and Negative Declarations) and/or Section 15262 (Feasibility and Planning Studies) of the CEQA Guidelines.

8. ALTERNATIVES:

1. The City Council may choose not to authorize the submittal of the Draft Housing Element to HCD. Staff does not recommend this alternative as the deadline to submit the City's Housing Element was December 31, 2023. HCD has committed to continue working with staff and the consultant to expeditiously review the draft Housing Element in order for the City to comply with State housing law.
2. The City Council may choose to modify the draft document. Any changes will be incorporated into the draft document submitted to the State Housing and Community Development (HCD) Department.

9. ATTACHMENTS:

1. Resolution Authorizing Submittal to HCD

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING	}	RESOLUTION NO. 2024-XXX
THE SUBMITTAL OF THE 2023-2031	}	
DRAFT HOUSING ELEMENT TO THE	}	
CALIFORNIA DEPARTMENT OF	}	
HOUSING AND COMMUNITY	}	
DEVELOPMENT (HCD) DEPARTMENT	}	
FOR THE REQUIRED 90-DAY REVIEW	}	
PERIOD	}	

WHEREAS, State Housing Element law (Government Code Sections 65580 et seq.) requires every city and county in California to adopt a comprehensive General Plan that includes seven mandated elements; and

WHEREAS, the Housing Element is one of the required elements and the only element reviewed and certified by the State Housing and Community Development Department (HCD); and

WHEREAS, the housing element has to be updated every eight years; and

WHEREAS, the City of Turlock is in the process of updating the housing element to meet the State Housing Element law; and

WHEREAS, the 2023-2031 Draft Housing Element was provided to the City Council for review under separate cover and is available on the City website.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the submittal of the 2023-2031 Draft Housing Element to the California Department of Housing and Community Development (HCD) for the mandated 90-day review period.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2024, by the following vote:

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

ATTEST:

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

City Council Staff Report

November 12, 2024



From: Christopher Fisher, Municipal Services Director
Prepared by: James Governale, Administrative Analyst
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Determining the project is exempt from CEQA in accordance with CEQA Guidelines Sections 15301, 15269, and 15359; and accepting improvements for City Project No. 24-046 "Emergency Repair of Farr Street Sanitary Sewer Main (Between Columbia Street and W. Main Street)" and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On the afternoon of Wednesday, October 23, 2024, following construction activities through the Roads Program City Project 23-033 by George Reed Inc., City crews discovered damage to a six-inch sewer main, which resulted in the temporary loss of sewer service for five residential homes and one business on Farr Street between W. Main Street and Columbia Street. A task force of City staff was immediately formed and focused on the logistics of the necessary repairs and on providing communication and services to those impacted. Later that day, Acting City Manager Sarah Eddy declared, under the authority delegated to the City Manager by City Resolution No. 2010-028 (Attachment 1), that the replacement of the sewer main was an emergency (Attachment 2) and ordered the replacement of the infrastructure without giving notice for bids to let contracts as authorized by Section 22050(b)(1) of the Public Contract Code. City staff coordinated with United Pavement Maintenance, Inc., who was mobilized nearby for a different City project. During this time, City staff arranged for those affected to have temporary accommodations, including lodging at Holiday Inn and per diem for meals, while construction was taking place. The contractor worked through the night to replace the approximately 300-foot section of the sewer main, and service was fully restored by 6 a.m. on Thursday, October 24, 2024.

The repairs are organized within City Project No. 24-046 "Emergency Repair of Farr Street Sanitary Sewer Main (Between Columbia Street and W. Main Street)" and were contracted with United Pavement Maintenance, Inc (Attachment 3). At the conclusion of this project, which represents the end of the emergency situation (Attachment 4), the roadway surface is left with a trench patch running the full length of the sewer main. Staff intend to make arrangements for a contractor to return to this area to construct a new, rehabilitated street surface there, which was the goal of the Roads Program construction project in the first place.

The emergency declaration was terminated on October 24 (Attachment 4) when sewer service was restored to the affected parcels.

The goals of this staff report are to fulfill the requirement set forth by Public Contract Code section 22050(b)(3) and to recommend that City Council authorize the City Engineer to sign

and record the Notice of Completion (Attachment 5) for City Project No. 24-046 "Emergency Repair of Farr Street Sanitary Sewer Main (Between Columbia Street and W. Main Street)".

3. BASIS OF RECOMMENDATION:

- A. Public Contract Code Section 20167 allows contracting for emergency work without competitive solicitation, provided that the procedures set forth in Public Contract Code Section 22050 are followed, including that the Council, or the City Manager under City of Turlock Resolution No. 2010-028, make a finding "based on substantial evidence, that the emergency will not permit a delay resulting from competitive solicitation of bids and that the action is necessary."
- B. Public Contract Code Section 22050(b)(3) requires the Acting City Manager to report to the City Council at its next meeting the reasons justifying why the emergency did not permit a delay resulting from a competitive solicitation for bids and why the action was necessary to respond to the emergency.
- C. California Civil Code Section 9204 allows the City Council to authorize the City Engineer to record the Notice of Completion.

4. FISCAL IMPACT / BUDGET AMENDMENT:

While there is no fiscal impact associated with recording the Notice of Completion, there were several costs associated with this emergency, including the following:

Contract 2025-073 with United Pavement Maintenance, Inc. <i>expensed to 115-10-115.51270</i>	\$70,993.61
Lodging for three rooms at Holiday Inn for one night <i>expensed to 410-51-530.47095_000</i>	\$976.20
Per Diem for three individuals for one breakfast, one lunch, and one dinner for three days <i>expensed to 410-51-530.47095_000</i>	\$888
Total Impact of Emergency	\$72,857.81

Appropriate funds were available within these accounts, therefore no appropriation is needed.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This project is statutorily exempt under California Code of Regulations Sections 15269, 15301, and 15359 of the California Environmental Quality Act (CEQA).

8. ALTERNATIVES:

1. 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. Resolution 2010-028
2. Signed Declaration
3. Signed Termination
4. Draft NOC

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 26th 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



SARAH TAMEY EDDY
ACTING CITY MANAGER
seddy@turlock.ca.us

OFFICE OF THE CITY MANAGER
ADMINISTRATION

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 EXT 1107 | FAX 209-668-5668

DECLARATION OF EMERGENCY

SANITARY SEWER LINE ON FARR STREET BETWEEN COLUMBIA AVENUE AND WEST MAIN STREET

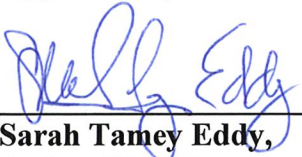
City Project No. 23-032 involves the rehabilitation of several streets including Columbia Avenue, Farr Street, S. Beech Street, S. Laurel Street, and Lane Street. On October 23, 2024, subsequent to the completion of paving operations on Farr Street, it was determined that the sewer had backed up at a manhole at the intersection of Farr Street and Columbia Avenue. Upon further investigation, it was confirmed that sections of the 6-inch sanitary sewer line on Farr Street, between Columbia Avenue and W. Main Street, had collapsed ("Farr Street Sewer Line").

George Reed, Inc., the construction contractor, is not assuming any responsibility for the damage and has refused, in writing, to "perform any work related to the sewer line."

In accordance with Section 22050 of the Public Contract Code and by the authority delegated to me by City of Turlock Resolution No. 2010-028, I, Sarah Tamey Eddy, as Acting City Manager of the City of Turlock, hereby declare an emergency as the repair and/or replacement of the Farr Street Sewer Line will not permit a delay from the competitive solicitation for bids since immediate action to repair the line is necessary to protect the health, safety, and welfare of the affected persons and properties. Furthermore, I: (1) order immediate repair and/or replacement of the Farr Street Sewer Line and any related necessary repairs and/or replacements; 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:

Date: 10/23/2024



Sarah Tamey Eddy,
Acting City Manager



SARAH TAMEY EDDY
ACTING CITY MANAGER
seddy@turlock.ca.us

OFFICE OF THE CITY MANAGER
ADMINISTRATION

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 EXT 1107 | FAX 209-668-5668

TERMINATION OF EMERGENCY

SANITARY SEWER LINE ON FARR STREET BETWEEN COLUMBIA AVENUE AND WEST MAIN STREET

City Project No. 23-032 involves the rehabilitation of several streets including Columbia Avenue, Farr Street, S. Beech Street, S. Laurel Street, and Lane Street. On October 23, 2024, subsequent to the completion of paving operations on Farr Street, it was determined that the sewer had backed up at a manhole at the intersection of Farr Street and Columbia Avenue. Upon further investigation, it was confirmed that sections of the 6-inch sanitary sewer line on Farr Street, between Columbia Avenue and W. Main Street, had collapsed ("Farr Street Sewer Line").

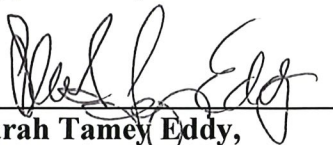
In accordance with Section 22050 of the Public Contract Code and by the authority vested in the City Manager pursuant to City Resolution No. 2010-028, I declared that the situation was an emergency that would not permit a delay from the competitive solicitation for bids since immediate action to repair the Farr Street Sewer Line was necessary to protect the health, safety and welfare of the affected persons and properties. I ordered immediate repair and/or replacement of the Farr Street Sewer Line and instructed City staff to take any directly related and immediate actions required by the emergency. This allowed for immediate repairs without the usual competitive bidding process, as authorized under Public Contract Code section 22050.

Replacement of the failed sewer main was successfully completed by United Pavement Maintenance, Inc and sewer services fully resumed to the affected persons and property (five homes and one business property) by approximately 6 a.m. on the following morning, October 24, 2024.

I, Sarah Tamey Eddy, Acting City Manager, formally declare the termination of the emergency action regarding the collapsed sewer main on Farr Street between W. Main Street and Columbia Street, effective October 25, 2024 as required by Public Contract Code section 22050(c).

Approved By:

Date: 10/24/2024


Sarah Tamey Eddy,
Acting City Manager

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. 24-046
Emergency Repair of Farr Street Sanitary Sewer Main
(Between Columbia Street and W. Main Street)**

Notice is hereby given that work on the above-referenced emergency repair project located on Farr Street (between Columbia Street and W. Main Street) in Turlock, California, was completed by the undersigned agency on October 24, 2024. The contractor of work is United Pavement Maintenance, Inc., 7017 Hughson Avenue, Hughson, California, 95326, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly, refer to said Project Number on all communications relating to this work.

Date: _____

(Signature - William D. Morris, P.E., P.L.S.; 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., P.L.S.
CITY ENGINEER
OWNER'S AGENT

Executed on _____, 2024 at Turlock, California, Stanislaus County

DEVELOPMENT SERVICES DEPARTMENT

October 2024 - Monthly Report



BUILDING



The Development Services Department continues to strive to provide excellent customer service while ensuring the health, safety, enhancement, and prosperity of our community.



HOUSING



PLANNING





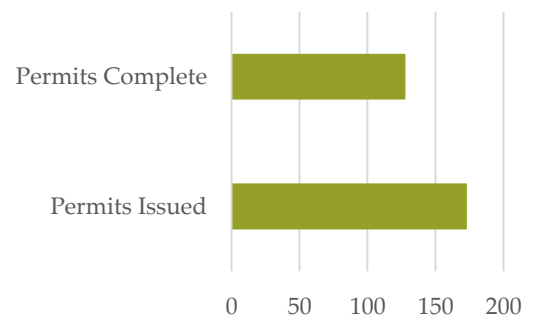
BUILDING

October 2024 - Update

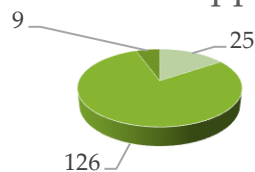
Building Stats

- Projects in active review - 52
- Projects waiting for customer response - 60
- Inspections for Oct – 402

Permits Issued & Completed



Permits Applied



- MINOR REVIEW PROJECTS
- OVER THE COUNTER PROJECTS
- PLAN CHECK PROJECTS

HOUSING DIVISION UPDATE



Nine of the 21 homes in the Montana Estates subdivision have new homeowners. The Housing Division was able to provide first time homebuyer loans for the new residents. Staff continues to work with Self-Help Enterprises to get potential first time homebuyers funded and into homeownership.



The new dining hall and kitchen at 219 S. Broadway is open and We Care is preparing daily meals.



The Housing staff is beginning discussion with Stanislaus County staff on the preparation of the 2025-2030 Consolidated Plan (Con Plan). The Con Plan is a document used by states and local jurisdictions to assess their affordable housing and community development needs, analyze market conditions, and identify priorities for allocating federal funding from various HUD grant programs. An item will be brought to a future Council meeting requesting to enter into an MOU with Stanislaus County for professional services from a consultant to help draft the Con Plan and first year Annual Action Plan (AAP). The anticipated completion date of the Con Plan and 1st Year AAP is May 2025.

Housing Financial Report

<u>Funds with HUD:</u>		
Prepared:		11/5/2024
Stanislaus Housing Consortium		
	CHDO	259,546.65
	Administrative Funds	841,307.79
	HOME	5,152,798.90
		6,253,653.34
CDBG-CV		759,022.53
CDBG		726,453.96
HOME-ARP		
	Administrative and Planning Funds	593,395.51
	Home Activities Funds	4,524,907.00
		5,118,302.51
Notes:		
	-Funds stated above do not reflect expenditures that have not been submitted for reimbursement	
<u>Funds with California Department of Housing and Community Development:</u>		
Permanent Local Housing Allocation (PLHA)		1,011,607.00
<u>Funds with City:</u>		
Stan County HOME Lead Consortium Fund 254		-
CDBG (with City) Fund 255		(87,540.86)
HOME Consortium Fund 256		14,959.85
State HOME Fund 257		
	State Home Funds	2,672,301.52
	Cal HOME Program	1,600,561.18
	HEAP	91,053.02
		4,363,915.72
Housing Stimulus Fund 258		44,652.78
HOME-ARP Fund 259		(139,982.57)
PLHA-Permanent Local Housing Allocation Fund 260		53,018.63
Successor Agency - LMI Fund 625		2,230,857.20
TOTAL OF ALL FUNDS:		\$ 20,348,920.09
Notes:		None

Planning Projects

The Planning Division has received the following applications in the month of October 2024.

- The Planning Division received an application for a General Plan Amendment, Planned Development, Rezone, and Vesting Tentative Subdivision Map. The applicant is seeking approval to subdivide two parcels totaling approximately 13.6 acres at 1601 W. Monte Vista & 3201 Four Seasons Drive (the strawberry field & fruit stand) and develop a 114-lot single-family residential subdivision.
- The 6th Cycle Draft Housing Element was released for 30-day public review on October 2, 2024. The Planning Commission will hold a public hearing on November 7th to take public comment and consider a recommendation to the City Council to submit the 6th Cycle Update to its draft Housing Element to the California Department of Housing and Community Development (HCD) for the mandatory 90-day review. The updated element addresses new housing targets established by the Stanislaus Council of Governments for the 2023-2031 planning period.
- The Planning Division coordinated and hosted 5 Predevelopment meetings in October.

DEVELOPMENT



GOOD
NEWS!

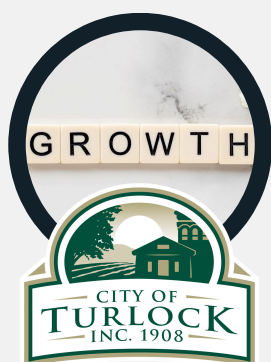
SERVICES DEPARTMENT

Business Permits Applied For

BUSINESS ADDRESS	BUSINESS TYPE	BUSINESS NAME
101 LANDER AVE 1	ZONING CERTIFICATE/OCCUPANCY INSPECTION	THE WERK SPACE
1080 DELBON AVE	ZONING CERTIFICATE/OCCUPANCY INSPECTION	ELITE MEDICAL HEALTH & WELLNES
1125 N GOLDEN STATE BLVD F	ZONING CERTIFICATE/OCCUPANCY INSPECTION	CREATIVE WEST GRAPHIC SOLUTION
1203 SHADY LN	HOME OCCUPATION PERMIT	365 DYNAMIC RESOURCE CONSULTIN
130 W MAIN ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	Grays Tavern
1419 SYCAMORE ST	HOME OCCUPATION PERMIT	TINY OVEN
1480 ALEX CIR	HOME OCCUPATION PERMIT	WARDA ESSENTIALS GLOBAL, LLC
1505 ELLERD DR B	ZONING CERTIFICATE/OCCUPANCY INSPECTION	MARY ANN'S BAKERY
1885 ARBOR WAY	HOME OCCUPATION PERMIT	NURTURING MOTHERHOOD DOULA & L
2180 CARLETON DR	HOME OCCUPATION PERMIT	PLAA APPRAISALS
2535 STONE MEADOW RD	HOME OCCUPATION PERMIT	BUBBLES CO2
262 GREENHOUSE WAY	HOME OCCUPATION PERMIT	3 FRIENDS MAID SERVICES
2803 GEER RD	ZONING CERTIFICATE/OCCUPANCY INSPECTION	EYE PROS
2810 MAJESTIC CT	HOME OCCUPATION PERMIT	TPR CONSULTANTS
3106 GEER RD	ZONING CERTIFICATE/OCCUPANCY INSPECTION	WINGSTOP
3162 ANDRE LN	HOME OCCUPATION PERMIT	MIXIN CONFECTIONS
3210 COUNTRYSIDE DR	ZONING CERTIFICATE/OCCUPANCY INSPECTION	KALI SMILES KIDS DENTAL
331 E MAIN ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	BALANCED BOOKS
357 S GOLDEN STATE BLVD	ZONING CERTIFICATE/OCCUPANCY INSPECTION	JP FURNITURE
3650 COLORADO AVE	HOME OCCUPATION PERMIT	FINESTSHINECA
4172 PICCADILLY LN	HOME OCCUPATION PERMIT	VNTG NOMADS 209
537 MARSHALL ST	HOME OCCUPATION PERMIT	ALL THINGS GOLF
543 ANGELUS ST	HOME OCCUPATION PERMIT	A & A JUMPER RENTALS
711 E CANAL DR B	ZONING CERTIFICATE/OCCUPANCY INSPECTION	PRIME LENDING
741 E MAIN ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	GHITTERMAN, GHITTERMAN & FELD
923 W MAIN ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	LIV BEAUTIFUL ESTHETICS
991 E MONTE VISTA AVE 1	ZONING CERTIFICATE/OCCUPANCY INSPECTION	MONTE VISTA OPTOMETRY



ECONOMIC DEVELOPMENT & COMMUNICATIONS



Monthly Report - October 2024

Business Retention and Expansion (BRE)

Business Retention and Expansion (BRE) is a critical component of economic development. The primary focus of BRE initiatives is to support existing businesses within the City.

Existing businesses contribute significantly to job creation and economic stability. By helping them grow, communities can sustain economic health and reduce the risk of business closures.

During the months of October 2024, City of Turlock Economic Development Department staff met with 16 local businesses.

***Annual Business Retention and Expansion (BRE) Visits: 72 meetings and counting!**
(reporting period is 7/1/2024 - June 30/2025)

Pictured Below:

Turlock Business, Rise N' Brew Bakery and Coffee Shop featured on GoodDay Sacramento

Pictured Below:

Owner's of The Grand Oak celebrate their 5 Year Anniversary





Workforce Development - Talent Development

Workforce development within economic development refers to a set of strategies and activities designed to enhance the skills, knowledge, and capabilities of the local labor force to meet current and future economic and industry needs.

It is an important element of economic development because a well-trained and adaptable workforce is vital for attracting and retaining businesses, fostering innovation, and driving economic growth.



**Wednesday
November 13, 2024**

10 A.M. - 2 P.M.

**New Life Christian Center
2918 W. Tuolumne Rd., Turlock, CA**

Let us help you find a career!

40+ Employers

- Dress for success and bring your resume
- Meet and interview with employers
- Discover job opportunities
- Resume critique
- Training and career information
- And more!

Apply Now

EDD Employment Development Department
State of California

Turlock

The EDD, an equal opportunity employer/program, is a partner in this event. Auxiliary aids and services are available upon request to individuals with disabilities. Requests for services, aids, and/or alternate formats need to be made prior to the event by calling 1-209-576-6118. TTY users, please call the California Relay Service at 711.

Annual City Job Fair

The annual City of Turlock Job Fair will take place Wednesday, November 13, 2024 from 10 a.m. - 2 p.m. at New Life Christian Center. This year's event anticipates having 60 local employers participating.

Free Fresno State - Parent University Virtual Courses for All Turlock Residents!

The City recently partnered with Fresno State - Parent University to offer no-cost virtual courses to all Turlock residents (of all ages). Upon completion of each 4 week course, participants will receive a certificate from Fresno State University.



**NO COST
VIRTUAL CLASSES**
OCTOBER 2024
Classes Start week of the 21st

Free for Turlock Residents! (All Ages)
Fresno State Certificate provided upon completion
*Enrollment Dates Listed on Backside

Classes Offered

- DIGITAL LITERACY 1-4
- PATHWAY TO COLLEGE
- ENGLISH CONVERSATION
- PROFESSIONAL DEVELOPMENT
- FINANCIAL LITERACY
- SMALL BUSINESS DEVELOPMENT
- HEALTH AND WELLNESS
- SOCIAL EMOTIONAL LEARNING
- PARENTING SKILLS
- SPANISH CONVERSATION

Virtual 4 Week Classes
Evenings Via Zoom
6:30pm-8:30pm
Monday/Wednesday Sessions
Tuesday/Thursday Sessions

REGISTER TODAY!

CALL: 509.278.8710
TEXT: 509.568.5318

FRESNOSTATE.EDU/PARENTUNIVERSITY
PARENTUNIVERSITY@MAIL.FRESNOSTATE.EDU



Free for Turlock Residents! (All Ages)
Enrollment Dates Below (6 sessions per year)
Fresno State Certificate provided upon completion

FRESNOSTATE
Parent University

2024

JULY	AUGUST	SEPTEMBER
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

2025

JANUARY	FEBRUARY	MARCH
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

APRIL	MAY	JUNE
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

New Registrations Open **Class START Week** **Remainder! Classes are either Waitlisted or Taken/Full**

Remainder! Registrations Open **Session 2024** **Remainder! Last Class and Last Session/Weekend & Month/Year**

For further information, contact: Anthony Sims
Economic Development Director
City of Turlock
209.668.6031
ASims@turlock.ca.us



Attraction

Attraction strategies within economic development are designed to draw new businesses, industries, and investments to a region. These strategies typically involve a combination of marketing, incentives, infrastructure development, and partnership-building to create a compelling case for businesses to relocate or expand.

On October 15, 2024, the City of Turlock Economic Development and Development Services team provided a tour of the City and the Westside Industrial Specific Plan (WISP) to Real Estate Professionals and Commercial Developers. The objective of the tour was to showcase the City as an optimum place to develop and thrive as a business.



Points of Interest

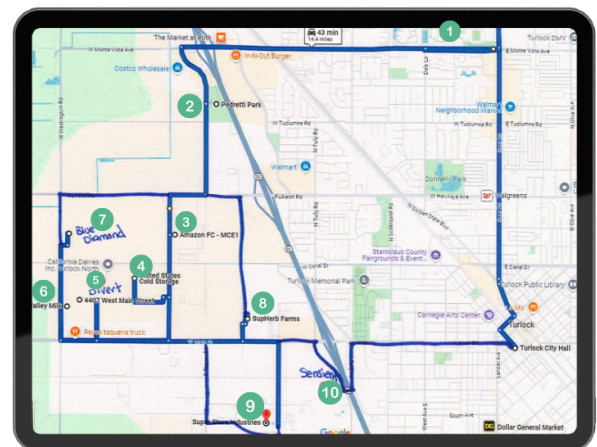
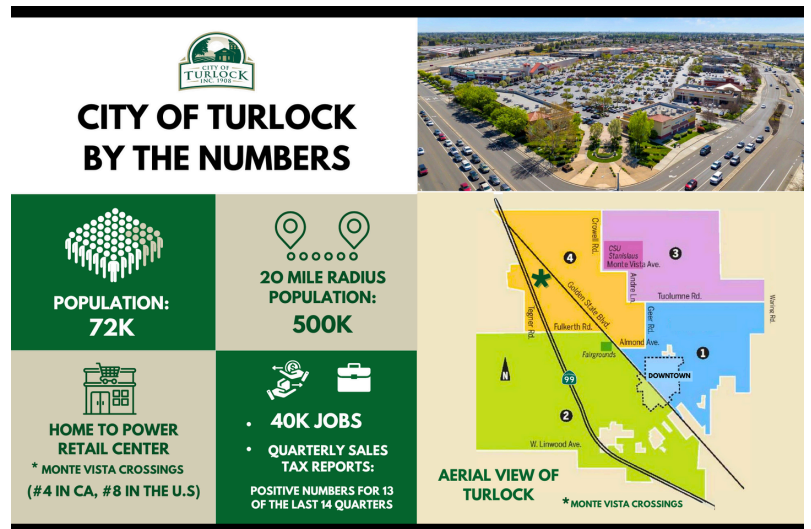
City Bus Tour Start: Turlock City Hall

- 1 CSU Stanislaus
1 University Circle, Turlock CA 95382
- 2 Pedretti Sports Complex
2400 N Tegner Rd, Turlock, CA 95380
- 3 Amazon FC - MCE1
3200 Fulkerth Rd, Turlock, CA 95380
- 4 United States Cold Storage
3500 W Canal Dr, Turlock, CA 95380
- 5 Divert, Inc.
4407 West Main Street, Turlock CA 95382
- 6 Valley Milk, LLC
400 N Washington Rd, Turlock, CA 95380
- 7 Blue Diamond Growers
1300 N Washington Rd, Turlock, CA 95380
- 8 Supherb Farms
300 Dianne Dr, Turlock, CA 95380
- 9 Superstore Industries
2600 Spengler Way, Turlock, CA 95380
- 10 Sensient Natural Ingredients
151 S Walnut Rd, Turlock, CA 95380

Return to Turlock City Hall



LEARN HOW TO DO
BUSINESS IN TURLOCK!



Business Workshops

Supporting start-ups and entrepreneurs is a strategic investment within economic development. Innovation can drive new ideas, technologies, and create the “Spark” of a new business to open up, resulting in job creation, and adding more value to the local economy. One of the ways that the City of Turlock supports start-ups and entrepreneurs is by providing no-cost business workshops. Business workshops take place within the City of Turlock monthly, and have different topics and strategies presented by different guest speakers.

On Tuesday, October 29, 2024, from 11 a.m. - 1 p.m. the City of Turlock partnered with celebrated News Reporter, Alan Sanchez to host a second session on “How to Get your Business on the News”. The event was hosted at Carnegie Arts Center.



Free Business Seminar:

How to Get Your Business ON THE NEWS Part 2

DATE: Tuesday, 10/29/2024
11 a.m. - 1:00 p.m.

LOCATION:
Carnegie Arts Center
250 N. Broadway
Turlock, CA 95380

How to get free positive media coverage of your business or event and media relations for beginners

Speaker
ALAN SANCHEZ

REGISTER HERE: 

TOPICS COVERED

- Effective Communication Skills
- Build Relationships with Journalists
- Crisis Management Training
- Maximize Media Exposure
- Strategic Public Relations (PR) Planning



City of Turlock Small Business Development & Assistance Program

In collaboration with Pressert Marketing, the City of Turlock's newly launched Small Business Development and Assistance Program provides strategic consulting and business development strategies to elevate Turlock small businesses. The businesses eligible to participate must be Turlock businesses that have a business license with the City of Turlock, operate out of a commercial location in Turlock, have no more than 50 employees, and not be part of a franchise or corporate chain.

The business development program is limited to 100 businesses and will provide up to \$3,500 (while funds last) for online business ads through Google Search Ads and Meta (Facebook/Instagram) Ads.

For more information on City of Turlock business workshops & business development programs please reach out to:
Anthony Sims - Economic Development Director
ASims@turlock.ca.us



City of Turlock
Small Business Development and Assistance Program

GET UP TO
\$3,500
AND/OR
FREE SERVICES
FOR YOUR BUSINESS

| Google Ads |
| Social Media Ads |

Community Events

Community Conversation about City Communication and Engagement 10/24/2024

- The City of Turlock is in the beginning stages of putting together a City of Turlock Communications Plan.
- The City hosted a community workshop on 10/24/2024 at Carnegie Arts Center.
- Members of the public in attendance had the opportunity to share constructive feedback and identify the ways to improve City communication.
- Stay tuned for exciting updates as our new Communications Plan takes shape in the months ahead.



You're Invited:

SHARE YOUR THOUGHTS ABOUT CITY COMMUNICATION & ENGAGEMENT

TWO WAYS TO PARTICIPATE:

IN PERSON

Thursday, Oct. 24, 6-7:30 p.m.

Carnegie Arts Center (250 N. Broadway)

ONLINE – Take a short survey

Join us for a listening session with representatives from the City of Turlock to share feedback about the City's communication and engagement efforts.

Can't make the meeting, but want to share your thoughts?

Take our short online survey about citywide communication efforts.

Visit shorturl.at/EehEd.



cityofturlock.org

Ph: 209-669-2828 • Email: communications@turlock.ca.us

Can't make the meeting, but want to share your thoughts?

Take our short online survey about citywide communications efforts.

Visit shorturl.at/EehEd or scan the QR code





Career Fair at Stan State



City of Turlock Mobile App

Download

MyTurlock





Community Events



AGES 12 & UNDER

1 Mile Run
\$20.00

AGES 13 & UP

1 Mile Walk
\$20.00

No age category prizes.
Just for fun!

(OR)

2 Mile Run
\$25.00

REGISTER

Until
October 17 to
secure a
custom race
shirt!

Registrations after
10/17 will not be
guaranteed a race shirt

Prizes for top
finishers in each age
category and all
participants will be
entered into the
opportunity drawing!

CONTACT US

📞 209-668-5594

✉ recreation@turlock.ca.us

Register.CommunityPass.net/TurlockCity





COMMUNICATIONS UPDATE

Did you know?

You can stay up to date on City of Turlock announcements and information by visiting the following website and social media pages.



<https://www.cityofturlock.org/>

facebook

<https://www.facebook.com/CityofTurlockCityHall>

<https://www.facebook.com/CityofTurlockEconomicDevelopment>

Instagram 

<https://www.instagram.com/city.of.turlock>

LinkedIn 

<https://www.linkedin.com/company/city-of-turlock/>

**To stay up to date on FREE business workshops,
resources, and events visit:**

www.cityofturlock.org/businessresources



Finance Department Monthly Report

November 12, 2024



From: Isaac Moreno, Finance Director

Prepared by: Isaac Moreno, Finance Director

Agendized by: Reagan M. Wilson, City Manager

Staffing – The Finance Department is currently in the process of filling the following positions:

Billing: 1 - Account Clerk, Sr.

Procurement Policy – Currently with City Attorney's office and under final review with Finance staff and consultant.

Transient Occupancy Tax – This ballot measure was approved by Council on June 25, 2024. All necessary additional documents for ballot have been issued.

Measure A Committee – Please see attached report from October 15th meeting.

Contracts Executed by Acting City Manager – Please see table below for the executed contracts within the month of October 2024.

Fiscal Year 2022-2023 Audit – Draft Citywide report has been received and under final review.

Utility Billing Division Report – Please see attached memorandum.

Projects:

User Fee Study – Review of RFP is complete and expected to be issued mid-November but will not be awarded until January 2025.

Impact Fee Study – Pending completion of infrastructure master plan updates.

Enterprise and Internal Service Funds Reserve Policies – Reviewing draft and expect to adopt prior to the implementation of the Sewer rate increase.

Community Facilities District – Formation of this new CFD is expected to be completed prior to the end of the calendar year.

Acting City Manager Approved Contracts Up To \$25,000					
Contract Number	Vendor Name	Description	Compensation Amount Not to Exceed	Effective Date	Department
October					
2025-54	Liebert Cassidy Whitmore	Liebert Cassidy Whitmore	\$10,787.00	07/01/24	HR
2025-18	Honeywell International Inc	Station Alerting contract	\$17,091.18	07/01/24	Fire
2025-59	Guarantee Janitorial Service	Bus Stop Cleaning and waste removal	\$24,060.93	10/16/24	Transit
2024-149	<u>Amerinatn'l</u> Comm Service	<u>Amerinational</u> Community Services LLC DBA <u>Amerinat</u>	\$12,000.00	05/11/24	Housing
2025-43	Turlock Smog LLC	Auto Smog Services	\$2,000.00	8/12/24	Fleet



Angelica Gonsalves

FINANCIAL CUSTOMER SERVICE SUPERVISOR
agonsalves@turlock.ca.us

FINANCE DEPARTMENT
UTILITY BILLING

156 S. BROADWAY, SUITE 114 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5570 | FAX 209-668-5565

DATE: November 4, 2024
TO: Isaac Moreno
FROM: Angelica Gonsalves
SUBJECT: October 2024 Department updates

For the month of October 2024:

Finance processed a total of 2,186 receipt payments in the office by walk in customers 951 by mailed/drop box, and took 537 phone payments. The department answered 1,724 call during the month of October. Processed 182 utility move-in's, and 152 move-out and exception bills. Payment agreements: 314 current and 12 past due payment agreements.

Utility billing processed and mailed 20,161 utility bills and issued 2,462 penalties. Delinquent notices were mailed to 565 customers. 244 account were terminated on October 23, 2024 and 113 remained off at the end of the day.

Business license processed 62 new applications and closed 36 business licenses. The City of Turlock currently has 6,561 active licenses.

We welcomed two Account Clerk I into the team, Sherice Martinez and Melissa Croft.

Tentatively

MEASURE A (Roads) - Accountability Report

Prepared: 10/11/24
Fund: 115-Measure A Roads
FISCAL YEAR: 2024-2025
Period: 07/01/2024-09/30/2024

	2024-2025 Amended Budget	2024-2025 Actual to Date	2024-2025 Remaining Budget	% of Budget Received/ Expended
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Revenues	\$ 7,310,421		\$ 7,310,421	0%
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Expenditures

Administration Salaries & Benefits - Measure A	\$ 229,631	\$ 47,709.83	\$ 181,921	21%
Contract Attorney	\$ 10,000	\$ -		
City Engineering Services	\$ 350,000	\$ -	\$ 350,000	0%
Construction Management	\$ 2,335,000	\$ 172,821.23	\$ 2,162,179	7%
Roads Design	\$ 3,236,500	\$ 84,840.64	\$ 3,151,659	3%
Construction Project	\$ 13,050,000	\$ 1,293,372.79	\$ 11,756,627	10%

Total Expenditures	\$ 19,211,131.00	\$ 1,598,744.49	\$ 17,602,387	8%
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Revenue Over / (Under) Expenses	\$ (11,900,710)	\$ (1,598,744.49)
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FUND BALANCE

Balance Forward from Prior Fiscal Year	\$ 11,488,292.46
Net Change to Fund Balance	\$ (1,598,744.49)
Current Balance	\$ 9,889,547.97

	2023-2024 Actual to Date
City Engineering Services Allocation	

P#23031 Design Services for Roads CIP Task #1	\$ 736,114.10
P#23033 Design Services for Roads CIP Task #1	\$ 557,258.69
	\$ 1,293,372.79

MEASURE A (General) - Accountability Report

Prepared: 10/11/24
Fund: 118-Measure A General
FISCAL YEAR: 2024-2025
Period: 07/01/2024-09/30/2024

	2024-2025 Amended Budget	2024-2025 Actual to Date	2024-2025 Remaining Budget	% of Budget Received/ Expended
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Revenues	\$ 7,310,421	\$ -	\$ 7,310,421	0%
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Expenditures

Services, Supplies and Equipment:

Sales Tax Contingency Audit	\$ 15,000	\$ 15,000	0%
Public Safety Building HVAC Project	\$ 325,377	\$ 325,377	0%
Pierce Volcity Pumper Debt Payment	\$ 151,415	\$ 151,415	0%

Salaries & Benefits:

Administration Salaries & Benefits - City Manager	\$ 81,408	\$ 73,724.25	\$ 7,684	91%
Administration Salaries & Benefits - Economic Development	\$ 81,777	\$ 75,888.10		
Administration Salaries & Benefits - Finance	\$ 76,440	\$ 63,258.06	\$ 13,182	83%
Administration Salaries & Benefits - Human Relations	\$ 43,266	\$ 36,163.69	\$ 7,102	84%
Police Salaries & Benefits - Special Operations	\$ 144,664	\$ 39,721.41	\$ 104,943	27%
Police Salaries & Benefits - Support Operations	\$ 539,499	\$ 164,208.14	\$ 375,291	30%
Police Salaries & Benefits - Field Operations	\$ 2,668,799	\$ 312,212.62	\$ 2,356,586	12%
Fire Salaries & Benefits - Operations	\$ 1,578,142	\$ 333,364.32	\$ 1,244,778	21%
Development Services Salaries & Benefits - Planning	\$ 63,463	\$ 4,284.00	\$ 59,179	7%
Municipal Services and Benefits - Public Facilities	\$ 34,458	\$ 26,957.52	\$ 7,500	78%
Parks Salaries & Benefits - Maintenance	\$ 254,093	\$ 54,554.07	\$ 199,539	21%
Recreation Salaries & Benefits - Recreation Administration	\$ 102,410	\$ 100,686.95	\$ 1,723	98%

Transfers Out:

Transfers Out - General Fund Unassigned Reserve (10% of actuals)	\$ 1,462,084	\$ 1,462,084	0%
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Total Expenditures	\$ 7,622,295	\$ 1,285,023.13	\$ 5,839,591	17%
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Revenue Over / (Under) Expenses	\$ (311,874)	\$ (1,285,023.13)
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FUND BALANCE

Balance Forward from Prior Fiscal Year	\$ 6,431,244.04
Net Change to Fund Balance	\$ (1,285,023.13)
Current Balance	\$ 5,146,220.91

Full Time Employee's Funded by Measure A - General

Fiscal Year 2024-2025

As of 09/30/2024

Note: Measure A adopted policy will changes new total FTE as of 10/01/2024

Police

<u>Qty.</u>	<u>Position</u>
1	Public Affairs Analyst
1	Public Safety Business Analyst
1	Police Support Operations Manager
1	Public Safety Communication Supervisors
1	Police Lieutenant
1	Community Service Officer I
1	Community Service Officer II
1	Code Enforcement Supervisor
2	Code Enforcement Officer
2	Police Officer I
1	Staff Services Assistant
1	Code Compliance Technician
14	

Public Works

<u>Qty.</u>	<u>Position</u>
1	Staff Services Analyst
1	Maintenance Worker I
0.24	Executive Admin Assistant
0.4	Parks, Streets, & Public Fac. Superintendent
0.24	Deputy Public Works Director
0.24	Public Works Director
0.4	Staff Services Assistant
1	Recreation Superintendent
4.52	

Human Relations

<u>Qty.</u>	<u>Position</u>
1	Human Relations Specialist
1	

Total Full Time Employees Measure A General:

33.22

Fire

<u>Qty.</u>	<u>Position</u>
1	Fire Division Chief - Training
3	Fire Engineer
3	Firefighter
1	Fire Prevention Inspector
1	Fire Operations Support Analyst
9	

Planning

<u>Qty.</u>	<u>Position</u>
1	Planning Manager
1	

City Manager

<u>Qty.</u>	<u>Position</u>
1	Economic Development Director/Communications Officer
1	Risk Management Director
2	

Finance

<u>Qty.</u>	<u>Position</u>
0.7	Accountant III
1	Purchasing Specialist
1.7	

Full Time Employee's Funded by Measure A - Roads

Fiscal Year 2024-2025

Measure A

<u>Qty.</u>	<u>Position</u>
1	Construction Inspector Sr.

Total Full Time Employees Measure A Roads:

1

Career Opportunities

We are Hiring!



Career Opportunities

JOB TITLE	SALARY	DEADLINE
Emergency Services Dispatcher I/II	\$5,653.00 - \$7,046.00 Monthly	Continuous
Emergency Services Dispatcher Trainee	\$5,206.00 - \$6,326.00 Monthly	Continuous
Part-Time Clerical	\$16.00 - \$23.00 Hourly	11/08/24 5:00 PM
Police Officer I/II 	\$6,187.00 - \$8,705.00 Monthly	Continuous
Police Officer Trainee 	\$4,454.00 - \$5,416.00 Monthly	Continuous
Public Works Construction Inspector/ Public Works Construction Inspector, Sr	\$6,206.00 - \$8,733.00 Monthly	11/12/24 5:00 PM
Shipping & Receiving Inventory Specialist	\$3,829.00 - \$4,654.00 Monthly	11/06/24 5:00 PM

For more information, please visit www.cityofturlock.org

New Hires & Promotions



Staff Services Assistant



Water Treatment
Plant Operator I



Administrative Analyst



Public Facilities
Maintenance Team Leader



Public Facilities
Maintenance Team Leader

Upcoming Events



ATTEND

**The Second Annual
Central Valley Business Expo!**



THURSDAY NOVEMBER 7, 2024
Modesto Center Plaza

Join us for Educational
Resources, Panels of
Industry Leaders, and
Unique Networking
Opportunities!

WHY ATTEND?

**LEARN TO EXPAND
NETWORK TO BUILD
BUILD TO GROW**



City of Turlock Job Fair

Wednesday, November 13th, 2024

Don't miss out on this opportunity
to meet with multiple employers
and take the next big step in your
career journey!

The High 5 Committee Update

THE HIGH FIVE CORNER

OCTOBER 2024

DEVELOPMENT SERVICES DEPARTMENT

The High Five Committee was established to celebrate our amazing departments and their hardworking staff. This month the High Five goes to our Development Services Department!



-- Anonymous

They are always approachable. When I have a question, I don't hesitate to ask.



-- Anonymous

They always greet you with a smile. They are knowledgeable and if there is something that they don't know, they provide quick follow ups on your questions.



-- Anonymous

The Development Services Staff is always ready to assist with questions and discuss projects with businesses and residents. I appreciate all the knowledge and historical knowledge the entire team has.



-- Anonymous

All Development Services Department staff are great coworkers. They go above and beyond to help other people and departments. Their knowledge and experience are invaluable resources for the City.



-- Anonymous

The Development Services staff has always been happy to help out and present information to groups. I love how everyone works as a team and takes ownership in each project they are working on. I am also impressed as to see how they are ready to adapt and become innovative.

City Council Staff Update

November 12th, 2024



From: Nick Showalter, IT Director

Prepared by: Nick Showalter, IT Director

Agendized by: Reagan M. Wilson, City Manager

Subject: Website, Server Migration, Backup System Upgrade Planning

For October 2024, the Information Technology (IT) Department has the following to report:

Website

IT Staff reviewed the 11 submitted proposals for Hosted Website Services. IT Staff have selected proposals from interested vendors for demonstration and will invite individuals from each department to review and provide feedback during the selection process.

Server Migrations

Throughout the month, IT Staff scheduled and performed virtual server migrations to the new virtual server cluster. Several critical servers had their migrations scheduled with proper notice to staff, departments, and divisions, and a maintenance window was prepared to perform the migrations. Currently, 80% of the virtual servers have been migrated.

Backup System Upgrade Planning

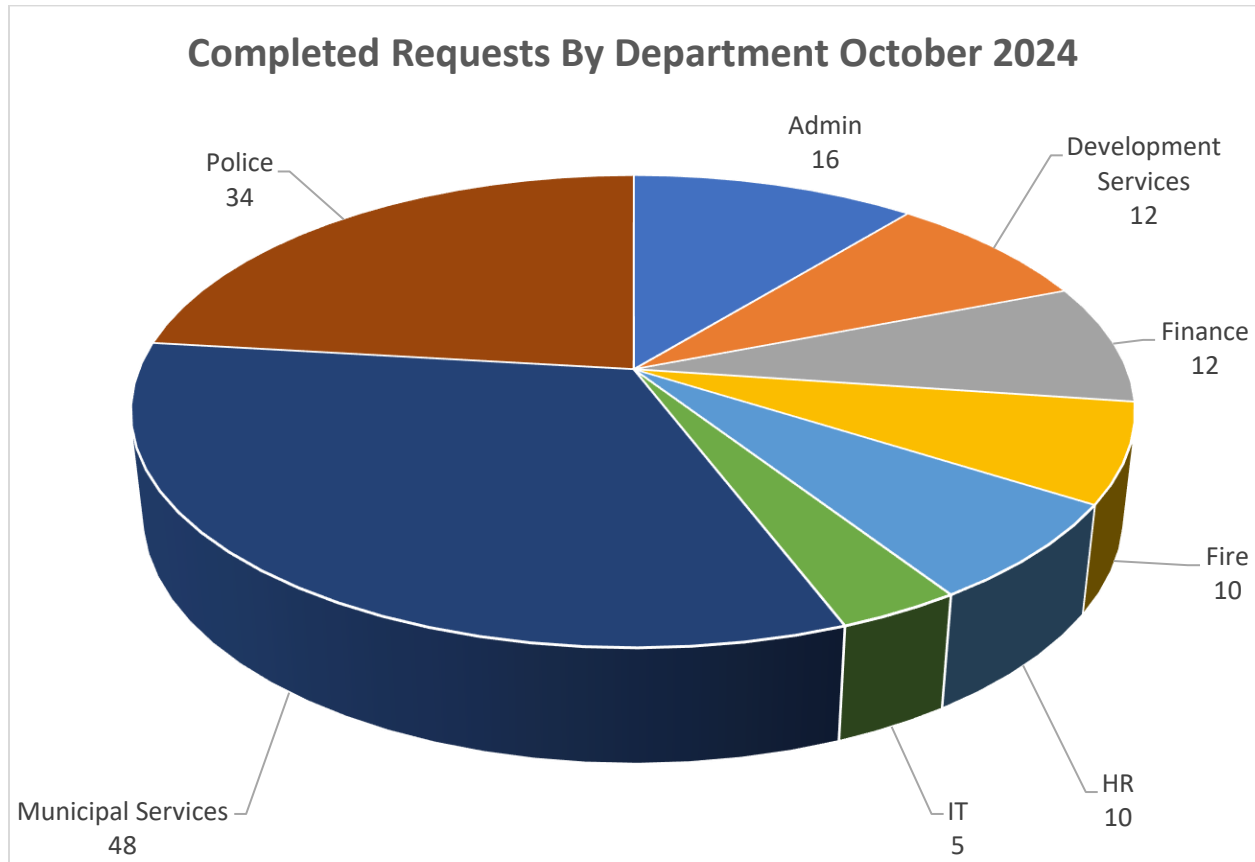
IT Staff reviewed systems that perform secure data backups. As the use of server storage and data resources continues to grow, an updated backup solution is necessary to have multiple copies of data for restoration and recovery purposes. IT staff have been reviewing and researching solutions that have additional layers of cybersecurity protections that protect backup data.

Emergency Operations Center (EOC) Upgrades

IT Staff are in the final steps of preparing a scope of services for the audio/visual upgrades for the EOC. Multiple visits were made throughout the month to take measurements and prepare specifications.

Completed IT Requests*

IT completed **147 requests** for service during October 2024.



*Resolved requests shown are estimated and do not include ad hoc phone and verbal requests or certain long-term projects.



MUNICIPAL SERVICES



MONTHLY REPORT ~ NOVEMBER 12, 2024 ~



SRWA
STANISLAUS REGIONAL
WATER AUTHORITY

WATER PRODUCTION: OCTOBER 2024

ALL WATER DELIVERED TO CITY OF CERES AND CITY OF TURLOCK MET OR EXCEEDED WATER QUALITY REQUIREMENTS AS MANDATED BY THE STATE OF CALIFORNIA

CITY OF CERES

128.68 Million gallons of water was delivered

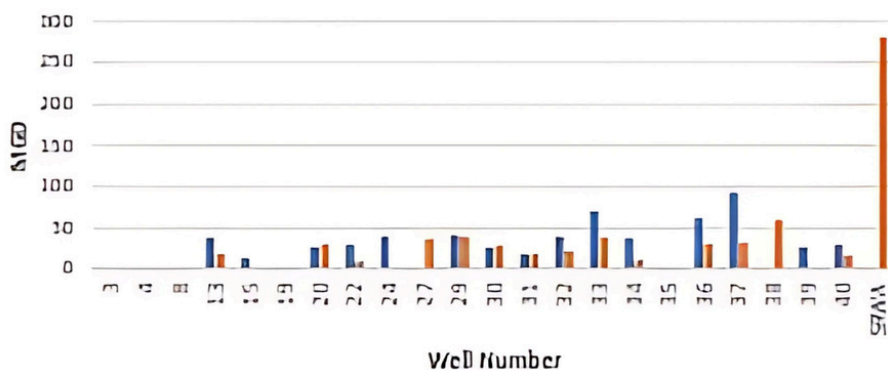
CITY OF TURLOCK

245.93 Million gallons of water was delivered

ZERO POSTIVE SYSTEM BACTI SAMPLES

SRWA WATER PRODUCTION VS WELL WATER PRODUCTION

October 2023 vs 2024
Well & SRWA Production



MG 2023

Oct

586

MG 2024

Oct

668

UTILITIES

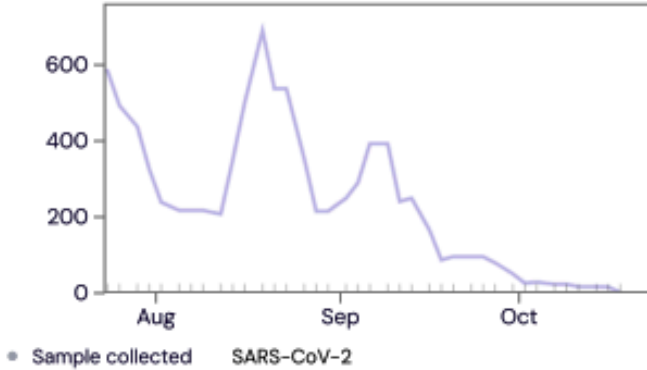
32	WATER LEAKS
1	WATER TAPS/NEW SERVICE
16	METER REPAIR/REPLACE/INSTALLS
28	CROSS CONNECTIONS/ OCCUPANCY INSPECTIONS
2	CATCH BASINS CLEANED
24	STORM PUMPS CHECKED
4	SEWER PLUGS
4	CLEAN-OUTS INSTALLED
1	SEWER MAIN REPAIRS
105	CITY BAC-T SAMPLES COLLECTED
14,890-FT	TOTAL SEWER FOOTAGE CLEANED



Replaced backflow device at Four Seasons Park, following car accident.

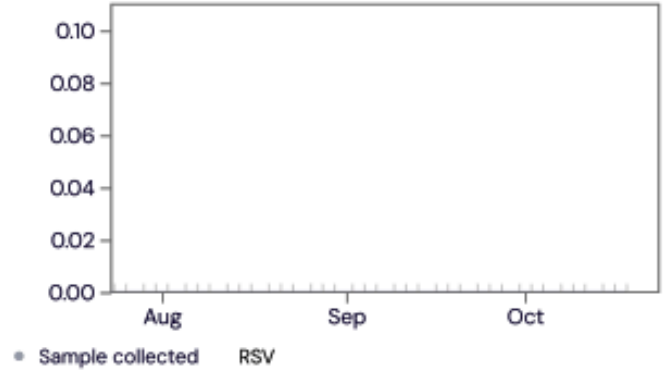
SARS-CoV-2 Low ⓘ

No trend in the last 21 days and low concentration



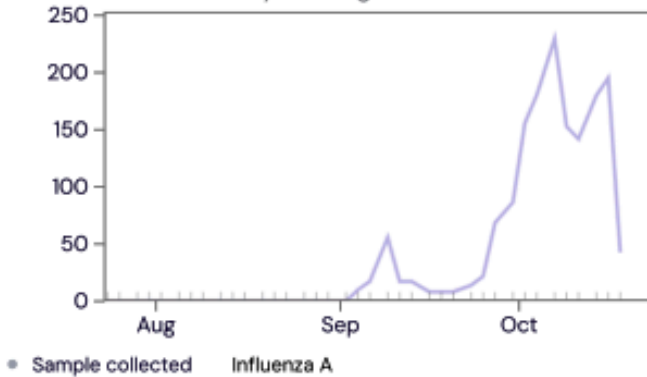
Respiratory syncytial virus (RSV) Low ⓘ

Pathogen is seasonal and not in onset



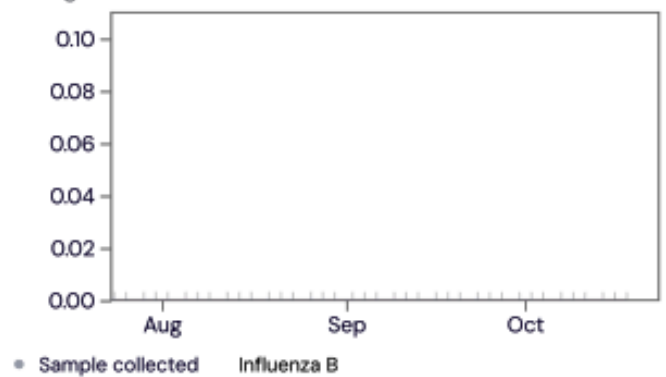
Influenza A High ⓘ

No trend in the last 21 days and high concentration



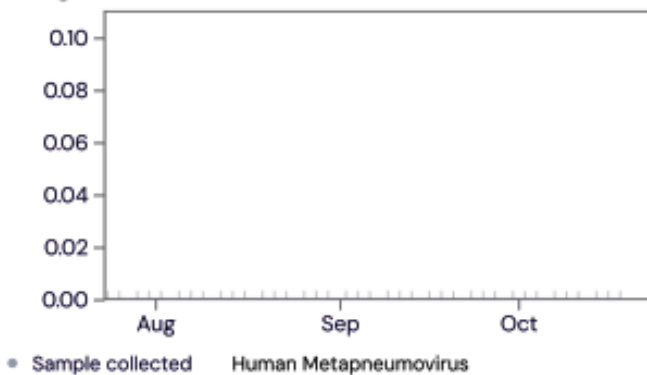
Influenza B Low ⓘ

Pathogen is seasonal and not in onset



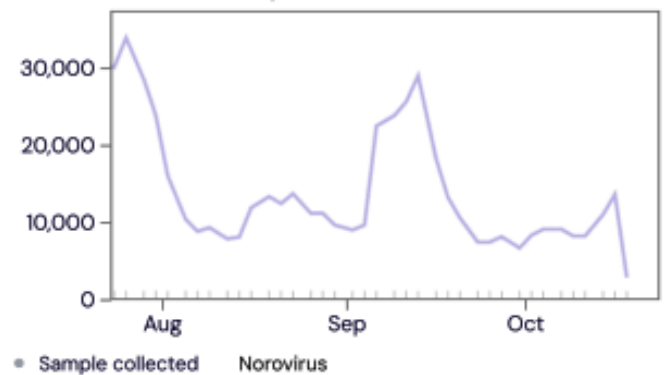
Human Metapneumovirus Low ⓘ

Pathogen is seasonal and not in onset



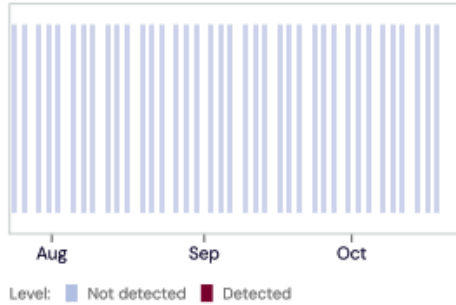
Norovirus Low ⓘ

No trend in the last 21 days and low concentration



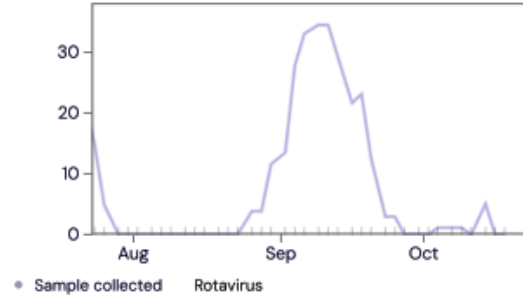
Mpox clade II Low

0 out of 5 samples in the past 10 days were positive



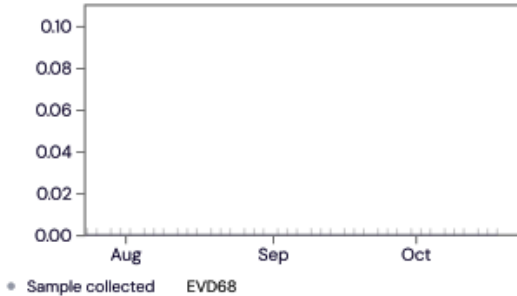
Rotavirus Low

No trend in the last 21 days and low concentration



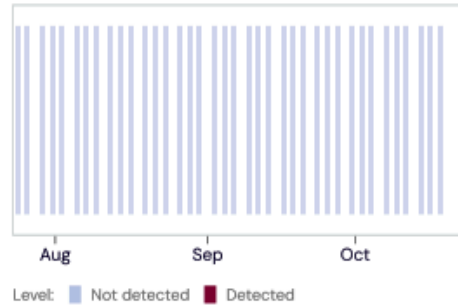
EVD68 Low

Pathogen is seasonal and not in onset



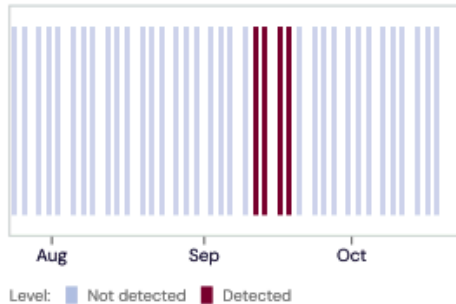
Candida auris Low

0 out of 5 samples in the past 10 days were positive



Hepatitis A Low

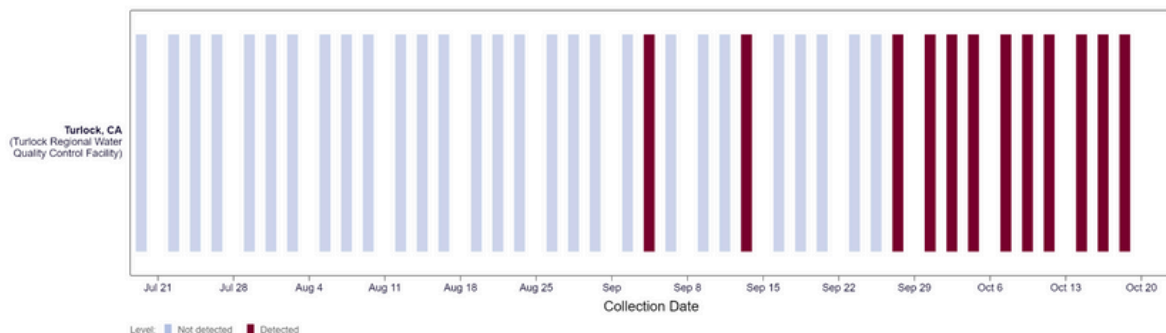
0 out of 5 samples in the past 10 days were positive



All charts show quantity of nucleic-acids, PMMoV Normalized (x1 million)

H5N1 Detections

- Potential Sources of H5 in Wastewater
 - Wastewater testing cannot determine the source of the H5 virus; it could come from a human, animal, or animal product source (such as milk from an infected cow).
 - Given the large influenza A (H5) outbreak among dairy cows and other animals, the presence of H5 in wastewater does not necessarily suggest human infection. Instead, it could suggest the introduction of H5 virus particles into the wastewater system from livestock or other animal sources.
- Current Status in California
 - As of October 11th, 100 dairies have had confirmed H5N1 outbreaks. There have been 6 confirmed human cases of H5 in the Central Valley who had contact with dairy cattle/farms. Symptoms were mild conjunctivitis. Visit this site for more information: https://www.cdfa.ca.gov/AHFSS/Animal_Health/HPAI.html



Monthly Lab Analysis					
Type	Wastewater	Drinking Water	New Construction	Industry	Liquid Waste Hauler
# of Samples	401	107	38	93	15
# of Analyses	4246	139	136	1055	75
Comments	- Industrial sampling – Week 37, 38, 39, 40 - Sac State PWS Sampling (Well 32) – Week 37 - Monthly Well analysis – Week 38 - Biosolids Event #6 – Week 38				

Monthly Environmental Compliance Totals				
Type	Inspections/Site Visits/NOVs	Pre-development/ Planning/Meetings	Data Entry & Reports	Grease/Sand & Oil Interceptors
Totals	13	40	20	5
Type	Compliance SIU Samples	Grab Samples & Process Control	FOG/pH/ EC Compliance	Maintenance & Cleaning
Totals	93	12	24	96

Environmental Compliance Monitoring Framework for Industrial Users

STAGES

1	Risk Assessment
2	Permitting
3	Monitoring, Reporting, & Inspections
4	Corrective Action

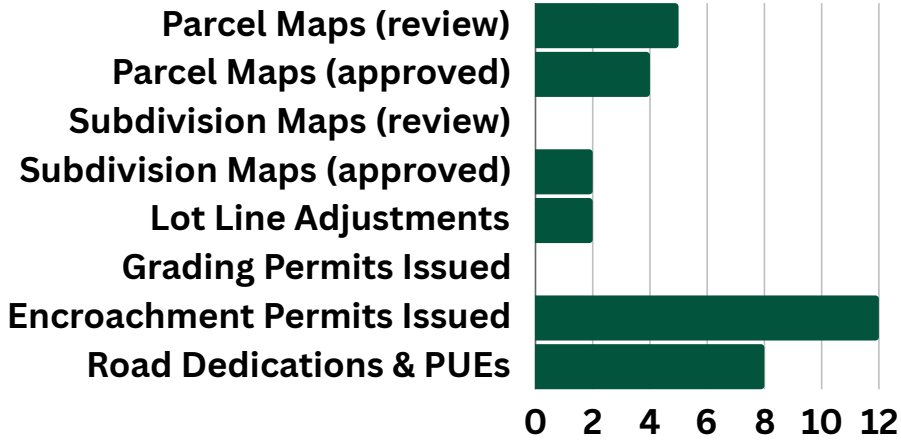
An Industrial User is subject to categorical pretreatment standard, and subject to these compliance monitoring actions.

COMPLIANCE MONITORING ACTION IS DEFINED AS:

- A discharge of 25,000 gallons per day or more of process wastewater to the publicly owned treatment works (POTW) (excluding sanitary, noncontact-cooling, and boiler-blowdown wastewater)
- Contributes process wastewater to the POTW which makes up 5% or more of the average dry-weather hydraulic capacity of the Wastewater Treatment Plant
- Contributes process wastewater to the POTW which makes up 5% or more of the organic capacity of the Wastewater Treatment Plant or is designated as such by the POTW because the industrial user has a reasonable potential for adversely affecting the Wastewater Treatment Plant's operations and sewer system or for violating any federal EPA pretreatment requirement.

ENGINEERING

ACTIVE SUBMITTALS

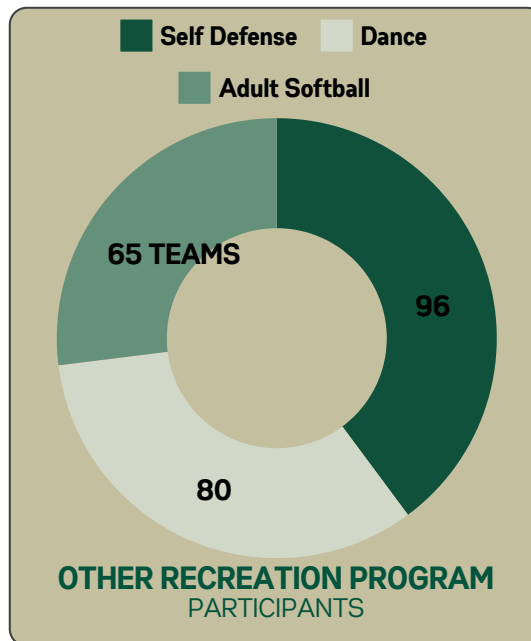
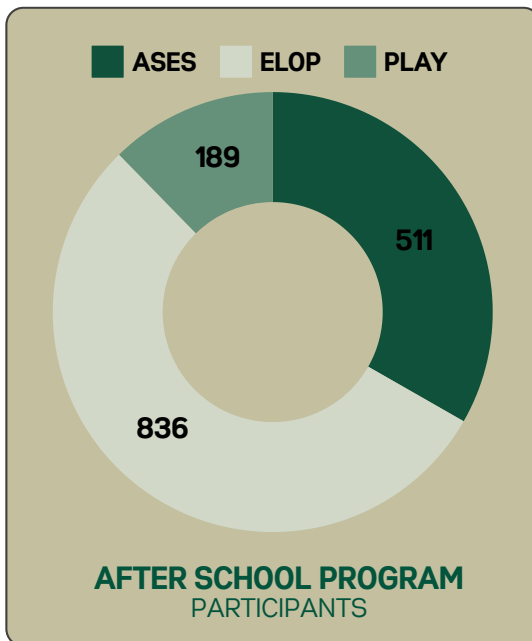


DEVELOPMENT PROJECTS

Improvement Plans In Review: **19**

Approved, but pending other City requirements: **29**

RECREATION



SCAN HERE FOR MORE INFORMATION ON RECREATION PROGRAMS!

OPEN REGISTRATION:

- BABYSITTING CLASS
- SELF DEFENSE (WINTER)
- NOVEMBER'S MOVIE NIGHT (REFUNDABLE DEPOSIT)

- October's Family Fun Day featured a showing of Monsters' Inc and a canned food drive hosted by Turlock Together!
- Registration for the annual Christmas Parade closed this month and staff are making preparations for the event.

CONGRATULATIONS TO THE FOLLOWING EMPLOYEES WHO WERE HIRED OR RECEIVED PROMOTIONS THIS MONTH:

DANIEL MARTINEZ, PART TIME EMPLOYEE

ROADS PROGRAM

- Construction activities continue on the four (4) contracts to rehabilitate a total of twenty-two (22) streets.
 - Columbia Street (from West Ave. S to Lander Ave.), S. Beech Street, Tokay Avenue, and N. Quincy Rd. (from E. Canal Dr. to Marie Dr.) were paved; bottom mat of pavement was placed on Murphy Drive; and paving operations were completed with placement of the top mat of pavement on Farr Street, Lane Street, and N. Quincy Road (from E. Marshall St. to E. Canal Dr.).
- On October 23, 2024, a damaged sewer main led to temporary service loss for five homes and one business, prompting an emergency repair authorized by the City Manager under City Resolution No. 2010-028 and Public Contract Code section 22050, with repairs completed by United Pavement Maintenance, Inc. by 6 a.m. on October 24; a detailed report will be presented at the November 12 City Council meeting.

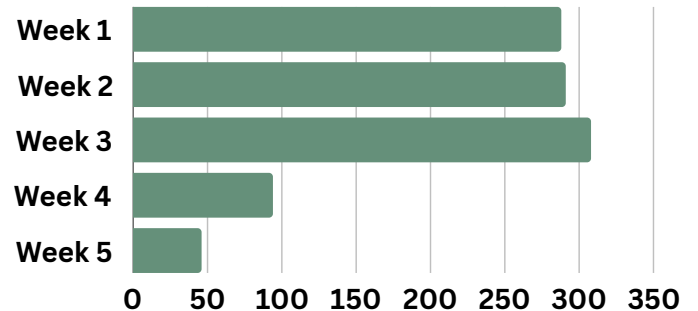
TRANSIT

In October, Transit officially surpassed the 9,000 rides milestone for the first time, achieving a remarkable total of 9,024 fixed-route trips—a new record. For context, in February 2020, just before the pandemic, our peak one-week total was 4,631 trips. This recent achievement reflects an impressive nearly 95% increase since that period.

MAINTENANCE



POTHOLES FILLED IN OCTOBER



- Pothole repairs were temporarily low due to equipment going down near the end of the month. The equipment is operational as of early November.
- Major graphic graffiti and vandalism at Ferreira Ranch Park required 3 full-time staff to spend 8 hours removing all of it.
- Installed landscape, irrigation, 5 trees, and ground cover at West Ave South and Montana Ave intersection.
- Replaced 6 Active Military Banners
- Prepared the sandbag-filling station in anticipation of winter storms.



TURLOCK FIRE DEPARTMENT

October 2024

As we conclude the month of October, I want to express my sincere appreciation for everyone's contributions to our recent Open House event. With over 200 people in attendance, the event provided a valuable opportunity for community engagement and education. My thanks go to our dedicated administrative staff and department personnel who devoted their time and efforts to ensuring its success. Highlights of the event included a popular obstacle course for the children, fostering early interest in fire safety, and an auto extrication demonstration that offered the public insight into the complex and skilled work our teams perform daily.

I also wish to recognize Turlock Firefighters Local 2434 for their continued commitment to our community. This October, they sold over 800 pink t-shirts, with proceeds benefitting the Bill and Elsie Ahlem Cancer Endowment at the Emanuel Medical Center Cancer Center. Support for this initiative directly aids cancer care and makes a meaningful impact in our community.

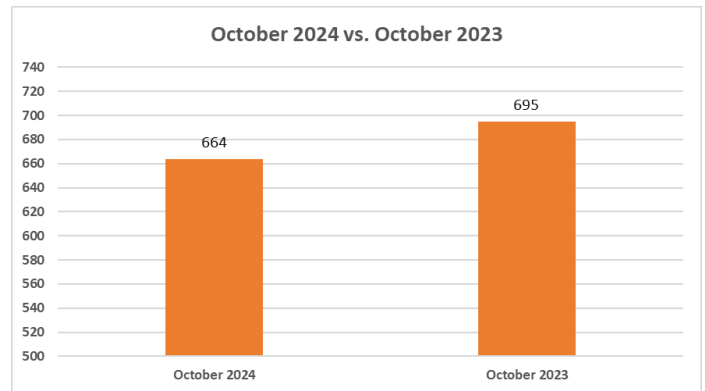
Thank you to everyone who helped make this event possible and to all who support our ongoing efforts in community risk reduction and outreach



CHIEF'S MESSAGE



OPERATIONS DIVISION



CALLS BY DISTRICT

Total MVA:



29

Total EMS:

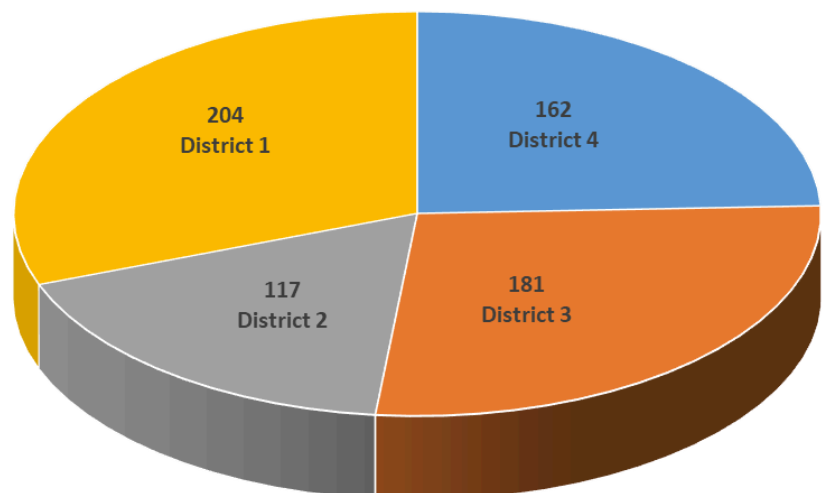


476

Total Fire (NFIRS Series 100):



22



FIRE PREVENTION DIVISION



Type of Inspection	Total
Occupancy Inspections	8
Re-Inspections	22
Solar	7
Final Fire Alarm/Sprinkler	4
Blue Sheet/Building Final	7
Hydro/Visual	6
Hydrant Flow Reports	12
Food Vendor	9
Pre-Developments Meetings	5
Miscellaneous Inspections	29

FIRE EXIT

**Stanislaus Regional
FIU
October 2024**



DETAILS: During the month of October 2024, the FIU's call volume maintained a high level of responses. We surmise that this is attributed to the changing of the weather, with cold fronts arriving. And an uptick in arson activity, home owners igniting their home heaters, fireplaces, and unhoused individuals warming camp fires.

The FIU conducted a total of 63 fire investigations during the month (previous month was 45), the breakdown of calls is as follows:

Calls by jurisdiction: Modesto FD 26, Ceres 8, Oakdale's 2, Salida 0, Turlock city 1, and the County 26.

31 were structure fires, 12 vegetation fires, 13 vehicle fires, and 7 were trash/dumpster/other fires/criminal enforcement actions/investigator follow-ups.

Investigators were able to determine that 20 fires were confirmed arsons, 25 accidental, and 8 were undetermined. Investigators were canceled a total of 10 times.

Investigators reported that 6 arson arrests were made during this period.

There are multiple cases in Turlock, Modesto, and the County jurisdictions where arrest warrants and criminal follow-ups are pending.

The FIU responded to a fatal fire investigation in the unincorporated area of Ceres (MCST FD). One elderly victim located within a trailer residence conversion. The FIU supervised the origin and cause investigation, search warrant application, along with recovery of the victim. This was a joint death investigation with SCSO detectives.

The FIU asks that the Fire and LEO jurisdictions direct any arson related video or arson related tip info to their public account: Info@stanfiu.org or 209.525.5530

As always, we remain committed to assisting you with your fire investigation needs during this time.

Please don't hesitate to reach out to your FIU team. #StanFIU

Stanislaus Regional Fire Investigation Unit

Investigations for Turlock City FD

October 2024

AR= Arson, AC= Accidental, UN= Undetermined

[illegible]

Turlock Fire Department

Current Project List



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Fire Station 31 SCBA Air Compressor	Mike Harcksen	8/1/2023	2/2026	Compressor has been ordered. Working with City Engineering to make necessary modifications for installation. 50% complete
Fire Station 34 Bathroom Remodel, and station improvements	Mike Harcksen	1/1/2024	TBD	Planning stage and awaiting city to ID an architect to help with scope of work and complete planning phase.
Fire Engines 31 & 33 Replacement	Harcksen/Mallory	4/2022	12/2024	2 units are in line for delivery in November of 2024 and scheduled to be placed in-service December of 2024.
Fire Engine 34 and Squad 32 Replacement	Harcksen/Mallory	4/2023	11/2026	2 units are in line for pre-construction in Nov 2025, delivery June 2026 and scheduled to be placed in-service in August 2026
Property Purchase for Fire Station 34	Hunter/Harcksen	3/2024	09/2024	Current fire station 34 was purchased in 1992 as a temporary fire station. It does not meet current standards for ADA, gender equity, NFPA recommendations. We are looking to purchase vacant land as a first step.
Station 32 New Windows	Harcksen	11/2023	1/2026	Working to write scope of work for RFP
Exterior Paint for Station 22	Harcksen	01/2024	2/2026	Working to write scope of work for RFP
Ceres Training Tower	Hunter	01/2023	12/2024	Assist Ceres with construction of four-story Training tower. Turlock to contribute \$68,900.00.
ALS/Paramedic Firefighters	Hunter	01/2024	TBD	Possible Presentation to council. Evaluating costs to implement a paramedic program in Turlock. Infrastructure, employee costs, administration
Station 32 & 33 Bathroom and Bedroom space remodel	Harcksen	09/2023	TBD	Updates to the bathrooms and bedrooms for gender privacy. Still in the preliminary phase for a CIP
Purchase New Admin Vehicles	Harcksen	01/2024	12/2024	Purchase 3 vehicles for fire admin. In process.
OES Type 6 Fire Engine Request	Harcksen	05/2024	12/2024	Turlock has been approved to receive a Cal OES Type 6 fire engine. Taking to council to accept the transfer of the engine to Turlock
New Ladder Truck	Hunter/Harcksen	11/2024	TBD	Turlock's current Truck is a 2001. Build times for a replacement Truck are 4 ½ years from purchase. Would like to take a proposal to Council by February. We have the funds to purchase.

MONTHLY CITY MANAGER'S REPORT

October 2024



ADMINISTRATION

- On **October 4, 2024**, the Turlock Police Department hosted their first *Café y Conchas con la Policía* at Tesoro Fine Mexican Restaurant. We had an incredible turnout and enjoyed connecting with our amazing community.
- On **October 24, 2024**, the Turlock Police Department hosted their *Trick-or-Treat & Meet: A Community Safety and Recruitment Event*. Staff had a fantastic time passing out candy and hanging out with our locals.
- On **October 28, 2024**, Turlock Police Department swore in their newest police officer, Officer Tyrell Reed! Tyrell comes with several years of experience from Stockton PD and more recently, Stanislaus State University PD.

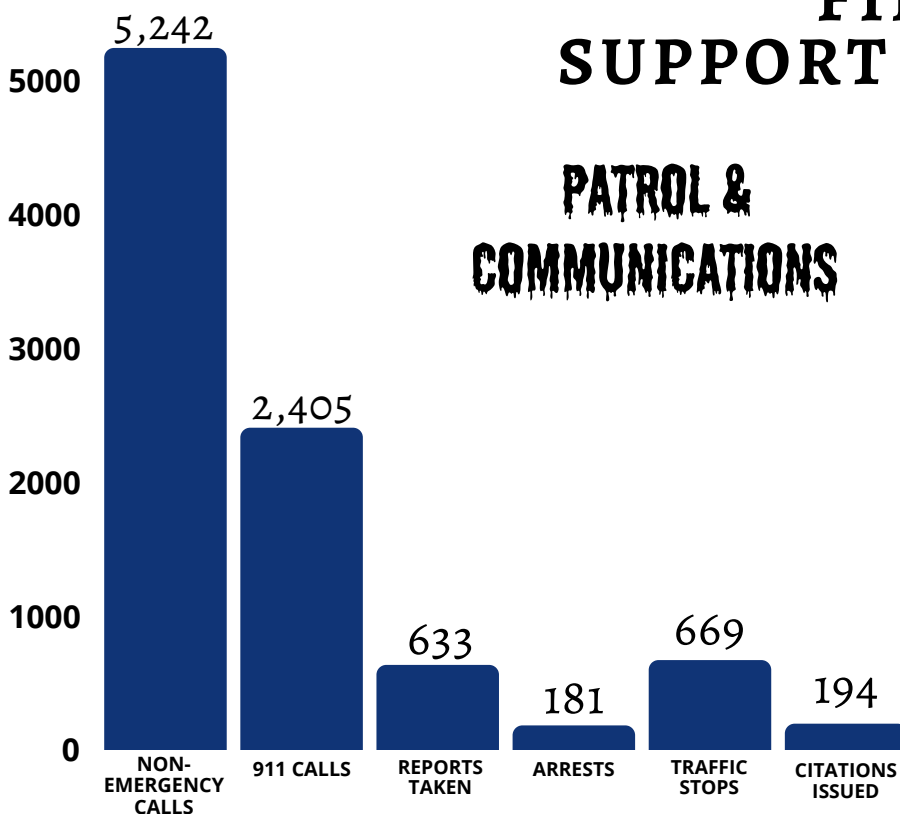
UPCOMING:

Operation Blue Santa
2025 Community Academy



FIELD & SUPPORT OPERATIONS

PATROL & COMMUNICATIONS



ANIMAL SERVICES



33 DOGS SEIZED



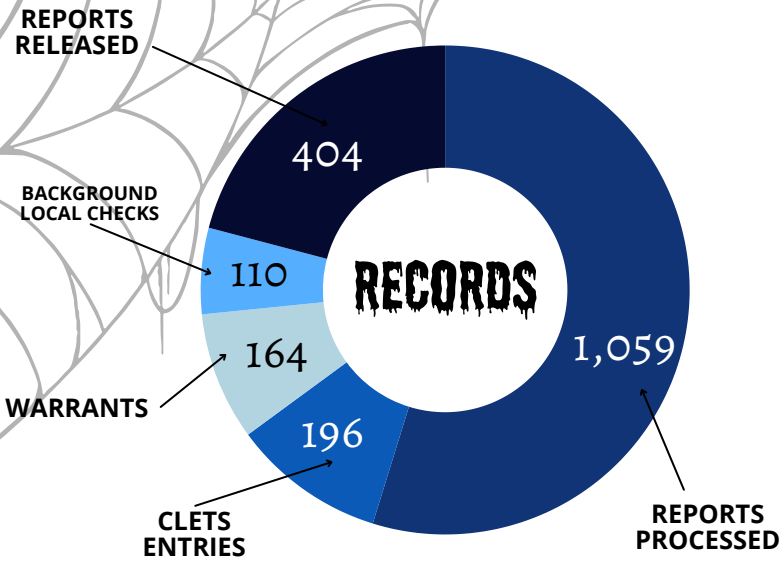
14 CATS SEIZED



38 ANIMALS ADOPTED/RETURNED TO OWNER/TRANSPORTED TO RESCUE.

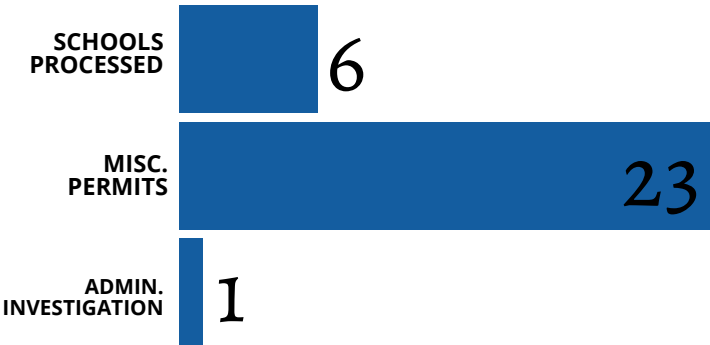
MONTHLY CITY MANAGER'S REPORT

October 2024

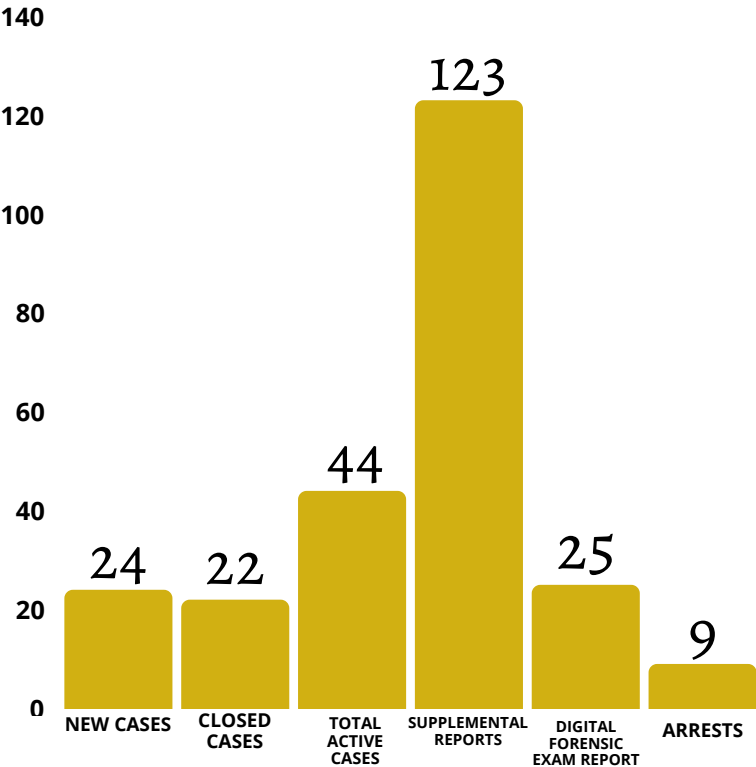


SPECIAL OPERATIONS

PROFESSIONAL STANDARDS



DETECTIVES



SOCIAL MEDIA

