

City Council Meeting Agenda



December 10, 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/Erika Phillips
Vice Mayor

City Manager
Reagan M. Wilson
City Clerk
Nichole Fiez
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. **5:00 P.M. - 6:00 P.M. PUBLIC RECEPTION FOR INCOMING/OUTGOING COUNCIL MEMBER AND TREASURER**
2. **CALL TO ORDER**
3. **SALUTE TO THE FLAG**
4. **ROLL CALL AND DECLARATION OF CONFLICTS**

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
Tuesday, December 10, 2024**

Next City Council Resolution: 2024-169

Next Ordinance: 1324-CS

5. APPROVAL OF AGENDA AS POSTED OR AMENDED

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

6. SPECIAL RECOGNITION OF OUTGOING CITY TREASURER DIANA LEWIS AND CITY COUNCIL MEMBER PAM FRANCO BY CITY MANAGER REAGAN M. WILSON

- A. Recognition of outgoing City Treasurer Diana Lewis
- B. Recognition of outgoing Council Member Pam Franco

7. ELECTION RESULTS

- A. Resolution 2024-XXX: Reciting the facts of the General Municipal Election held in said City of Turlock on the 5th day of November 2024, declaring the results thereof and such other matters as are provided by law (Fiez)
- B. Oath of Office for Newly Elected Council Member and City Treasurer (Fiez)
- C. Special Oath of Office administered by the Honorable Carrie Stephens
- D. Intermission

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

- A. Appointment: CDBG Grant Selection Committee Community Members
- B. Appointment: Planning Commission - Community Members
- C. Appointment: Measure A Citizen Oversight Committee
- D. Appointment: Parks, Arts and Recreation Commission

9. 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.

10. CONSENT CALENDAR

**CITY OF TURLOCK
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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 November 1, 2024 through November 7, 2024 in the amount of \$1,706,608.79, November 8, 2024 through November 14, 2024 in the amount of \$2,336,146.06, November 15, 2024 through November 21, 2024 in the amount of \$1,300,651.82, November 22 through November 28 in the amount of \$4,053,69.96, and Payroll EFT August 2024 in the amount of \$2,270,078.61, and the Investment and Cash Report for October 2024 in the amount of \$280,900,439.22.
- B. Motion: Accepting the Minutes of the November 12, 2024 Regular City Council meeting
- C. Motion: Waiving Reading of All Ordinances on the Agenda, Except by Title
- D. Resolution 2024-XXX: Approving the City Council Meeting Calendar for 2025 (Wilson)
- E. Motion: Accepting the City of Turlock Local Appointment (Maddy Act) List for 2025 (Fiez)
- F. Resolution 2024-XXX: Approving City-wide pay ranges for part-time employees in accordance with the California Department of Industrial Relations Minimum Wage Requirement, effective January 1, 2025, and adjusting the Part-time Pay Range Schedule to coincide with the competitive job market, which was included in the adoption of the Fiscal Year 2024-2025 budget (Dhami)
- G. Resolution 2024-XXX: Approving agreements with Montrose Environmental Solutions of Oakland, California (City Contract 2025-077) and Provost and Pritchard Consulting Group of Clovis, California (City Contract 2025-076), in forms approved by the City Attorney, for On-Call Environmental Study Services for RFQ No. 24-009, "RFQ for Environmental Study Services", for three-year terms in amounts not to exceed \$150,000 per agreement to be funded by various G/L accounts to be determined relative to the various capital projects requiring these services (Morris)
- H. Resolution 2024-XXX: Approving Agreements with Associated Right of Way Services, Inc. of Walnut Creek, California (City Contract 2025-080) and Bender Rosenthal, Inc. of Sacramento, CA (City Contract 2025-79), in forms approved by the City Attorney, for On-Call Right-of-Way and Property Appraisal Services for RFQ No. 24-010, "RFQ for Right-of-Way and Property Appraisal Services", for three-year terms in amounts not to exceed \$150,000 per agreement to be funded by various G/L accounts to be determined relative to the various capital projects requiring these services (Morris)
- I. Resolution 2024-XXX: Determining the award of bid is exempt from the provisions of CEQA in accordance with Section 15301 of the CEQA Guidelines, awarding the bid and approving an Agreement with United Pavement Maintenance of Hughson, California, in the amount of \$1,802,595.60, and authorizing a contingency amount of \$180,259 (10.0%) for construction of City Project No. 14-44 "Intersection Improvements at W. Main Street and S. Tegner Road" to be funded in Fiscal Year 2024-25 by Fund 215 "Streets - Grant Funded Projects" (Morris)

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- J. Resolution 2024-XXX: Determining the Amendment No. 4 for Task Order 2 is exempt from provisions of CEQA in accordance with Section 15378 and approving Amendment No. 4 for Task Order No. 2 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 \$41,776.00 to be funded by Fund 115 "Measure A – Roads" for Bid Package 1 for City Project No. 23-067 as "CCME CM Task Order No. 2 for City Project No. 23-067, Bid Package 1" (Pezeshk)
- Resolution 2024-XXX: Determining the Amendment No. 5 for Task Order 3 is exempt from provisions of CEQA in accordance with Section 15378 and approving Amendment No. 5 for Task Order No. 3 under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc. (Fresno, California office) for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$54,151.24 to be funded by Fund 115 "Measure A – Roads" for Bid Package 1 for City Project No. 23-068 as "NV5 CM Task Order No. 3 for City Project No. 23-068, Bid Package 1" (Pezeshk)
- K. Resolution 2024-XXX: Approving the purchase of three (3) replacement marked police BMW Motorcycles from Long Beach BMW Motorcycles, for a total amount not to exceed \$109,000 from account number 506-00-000-213.51020 "Police Equipment" through BMW Long Beach utilizing cooperative Contract No. B22153311006 (Hedden)
- L. Resolution 2024-XXX: Adopting a revision to the Public Transportation Agency Safety Plan (PTASP) for the City of Turlock for Fiscal Year 2024-25 and certifying compliance with federal PTASP regulations (York)
- M. Resolution 2024-XXX: Approving Contract Change Order No. 1 with SoCal Pacific Construction, Copr. dba National Coating & Lining Company for City Project No. 23-027, "Secondary Clarifier No. 4 Recoating" in the amount of \$55,936.00 bringing the contract total to \$273,573.00 and appropriating \$34,000.00 from Fund 410 "Sewer" unallocated reserves to Fund 410 account number 410-51-534.43363 "Coating Contract" (Fisher)
- N. Resolution 2024-XXX: Approving the purchase of a utility body and an onboard compressor system to be supplied and installed by Stiles Truck Body & Equipment, Inc. of Turlock, CA for \$39,354.57 to be funded by Fund 426 "Transit" and finding that the best interests of the City require that the purchase be made without compliance with the formal bid procedure pursuant to Turlock Municipal Code 2-7-08(b)(6) which requires at least four (4) affirmative votes (Barr)
- O. Motion: Accepting the Development Fee Annual Report for Fiscal Year 2019-2020, Fiscal Year 2020-2021, Fiscal Year 2021-2022, Fiscal Year 2022-2023 and a combined Development Fee Annual and Five-Year Report for Fiscal Year 2023-2024 as required by State of California Government Code Sections 66006(b) and 66001(d) (Morris)
- P. Resolution 2024-XXX: Approving an evergreen Agreement (City Contract No. 2025-053) with Charter Communications Operating, LLC for an upgraded Spectrum Enterprise fiber internet connection that currently serves multiple City locations to be expensed from Fund "City Wide Internet" with automatic one (1) year renewals unless terminated in writing by either party, and authorizing the City Manager to contract directly with Charter Communications Operating, LLC for internet-based services in the future to meet the needs of the City, contingent on the availability of budgeted funds for the IT Department. (Showalter)

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- Q. Motion: Extending Downtown Turlock Security Enhancement Pilot Program for one (1) additional year (Sims)
- R. Resolution 2024-XXX: Approving the Tentative Agreement updating the Memorandum of Understanding ("MOU") between the City of Turlock ("City") and the Turlock City Employees Association ("TCEA"), covering the period of July 1, 2024, through June 30, 2027, and appropriating \$660,944 in Fiscal Year 2024-2025 to various Funds and Accounts for salary and benefit (Dhami)
- S. 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)

11. FINAL READINGS

- A. Second and final 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: Second and final 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"

12. PUBLIC HEARINGS

13. ACTION ITEMS OF THE PUBLIC FINANCING AUTHORITY

- A. City Council and the Turlock Public Financing Authority Board of Directors each adopting their respective resolutions, approving an Official Statement and related documents and official actions, related to the issuance and sale of \$29.5 million in lease revenue bonds for streets improvements (Moreno)

Recommended Action: City Council Resolution No. 2024-XXX: In the matter of the issuance and sale of \$29.5 million in lease revenue bonds by the Turlock Public Financing Authority, approving an Official Statement and related documents and official actions

Recommended Action: Turlock Public Financing Authority Resolution No. 2024-XXX: In the matter of the issuance and sale of \$29.5 million in lease revenue bonds, approving an Official Statement and related documents and official actions.

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

- A. Approving a Recognized Obligation Payment Schedule for the fiscal period from July 1, 2025 through June 30, 2026 (ROPS 25-26) pursuant to Health and Safety Code Section 34177 and taking related actions (Moreno)

Recommended Action: Successor Agency to the Turlock Redevelopment Agency Resolution

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2024-XXX: Approving a Recognized Obligation Payment Schedule for the fiscal period from July 1, 2025 through June 30, 2026 (ROPS 25-26) pursuant to Health and Safety Code Section 34177 and taking related actions

- B. Approving proposed administrative budgets for the six-month fiscal periods from July 1, 2025 through December 31, 2025 and from January 1, 2026 through June 30, 2026 and taking related actions (Moreno)

Recommended Action: Successor Agency to the Turlock Redevelopment Agency Resolution 2024-XXX: Approving proposed administrative budgets for the six-month fiscal periods from July 1, 2025 through December 31, 2025 and from January 1, 2026 through June 30, 2026 and taking related actions

15. ACTION ITEMS

- A. Adopting amendments to the Fiscal Year 2024-2025 Budget as a result of the first quarter budget review (Moreno)

Recommended Action: Resolution 2024-XXX: Adopting amendments to the Fiscal Year 2024-2025 Budget as a result of the first quarter budget review

- B. Authorize the City Manager to execute a Memorandum of Understanding between the City of Turlock and City of Turlock Departments to obligate State and Local Recovery Funds (SLFRF) (Moreno)

Recommended Action: Resolution 2024-XXX: Authorizing the City Manager to execute a Memorandum of Understanding between the City of Turlock and the City of Turlock Departments to obligate State and Local Fiscal Recovery Funds (SLFRF)

- C. Authorizing Turlock Fire Department to apply for FEMA's Assistance to Firefighter Grant (AFG Grant). The application will request the funding of (5) five mechanical CPR Devices for a current projected cost of \$194,685.18. FEMA requires a 10% cost share; Turlock's share is currently estimated to be \$19,486.00 (Hunter)

Recommended Action: Motion: Authorizing Turlock Fire Department to apply for FEMA's Assistance to Firefighter Grant (AFG Grant). The application will request the funding of (5) five mechanical CPR Devices for a current projected cost of \$194,685.18. FEMA requires a 10% cost share; Turlock's share is currently estimated to be \$19,486.00

16. 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

17. COUNCILMEMBER COMMENTS AND ANNOUNCEMENTS

18. COUNCIL ITEMS FOR FUTURE CONSIDERATION

**CITY OF TURLOCK
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19. 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 Firefighters Association-Local 2434

Employee Organization: Turlock Management Association-Public Safety

20. REPORTS FROM CLOSED SESSION

21. ADJOURNMENT

City Council Staff Report

December 10, 2024



From: Nichole Fiez, City Clerk
Prepared by: Nichole Fiez, City Clerk
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Reciting the facts of the General Municipal Election held in said City of Turlock on November 5, 2024, declaring the results thereof and such other matters as are provided by law.

2. DISCUSSION OF ISSUE:

A regular General Municipal Election (the “Election”) was held and conducted in the City of Turlock on November 5, 2024, as required by law, for the purpose of electing one (1) Member, City Council – District 2 for the full term of four (4) years, one (1) Member, City Council – District 4 for the full term of four (4) years, and a City Treasurer for the full term of four (4) years. The Election was consolidated with the statewide general election and, since the Election was consolidated, the County of Stanislaus conducted the Election. The Election was held in the time, form and manner as provided by the Elections Code for conduct of municipal elections in general law cities.

The Stanislaus County Registrar of Voters has certified the results of the Election and the Official Statement of the Vote which is attached as “Exhibit A.” Pursuant to the Elections Code, for a consolidated election, the City Elections Official, upon receipt of the results of the election from the Elections Official conducting the election, shall certify the results to the governing body no later than the next regularly scheduled City Council meeting following presentation of the 28-day canvass of the returns, or at a special meeting called for this purpose.

Upon the completion of the canvass and before installing the new officers, the governing body shall adopt a resolution reciting the fact of the election and the other matters as required by law. The governing body shall declare elected the persons for whom the highest number of votes were cast for each office. For a consolidated election, the governing body shall meet at its usual place of meeting no later than the next regularly scheduled City Council meeting following presentation of the 28-day canvass of the returns, or at a special meeting called for this purpose, to declare the results and to install the newly elected officers.

As soon as the result of the election is declared, the elections official of the governing body shall enter on its records a statement of the result. The elections official shall immediately sign and deliver to each person elected a certificate of election and administer to each person elected the oath of office prescribed in the California Constitution.

3. BASIS OF RECOMMENDATION:

Notice of said election was duly and regularly given in time, form, and manner as provided by law; that voting precincts were properly established; that election officers were

appointed and that in all respects said election was held and conducted and the votes were cast, received, and canvassed and the returns made and declared in time, form, and manner as required by Elections Code Sections 10263-10265 of the State of California for the holding of elections in general law cities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None by this action.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval. Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

None. This action is required by law.

9. ATTACHMENTS:

1. Resolution Declaring Election Results
2. Certificate of Canvass and Statement of Results
3. Election Results

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RECITING THE FACTS }
OF THE GENERAL MUNICIPAL ELECTION }
HELD IN SAID CITY OF TURLOCK ON THE }
5th DAY OF NOVEMBER, 2024, }
DECLARING THE RESULTS THEREOF }
AND SUCH OTHER MATTERS AS ARE }
PROVIDED BY LAW }

RESOLUTION NO. 2024-XXX

WHEREAS, a regular General Municipal Election was held and conducted in the City of Turlock, County of Stanislaus, State of California, on Tuesday, the 5th day of November, 2024, as required by law; and

WHEREAS, notice of said election was duly and regularly given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects said election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities.

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

SECTION 1. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (a) The whole number of votes cast in the City; (b) The names of the persons voted for; (c) The measures voted upon, (d) For what office each person was voted for; (e) The number of votes given at each precinct to each person and for and against each measure; (f) The number of votes given in the City to each person and for and against each measure, as set forth in “Exhibit A,” attached hereto and made a part of this resolution.

SECTION 2. The City Council of the City of Turlock does declare and determine that:

1. Michael Abram was elected City Treasurer of said City for the full term of four (4) years.
2. Rebecka Monez was elected Member, City Council – District 2 of said City for the full term of four (4) years.
3. Erika Phillips was elected Member, City Council – District 4 of said City for the full term of four (4) years.

SECTION 3. The City Clerk shall immediately make and, upon compliance by the persons elected with the provision of Section 10265 of the Elections Code of the State of California, shall deliver to each of such persons so elected a certificate of election signed by him/her and duly authenticated; that he/she shall also administer to each person elected, the oath of office prescribed in the State Constitution of the State of California and shall have them subscribe thereto and file the same in his/her office. Whereupon each and all of said persons so elected shall be inducted into the respective office to which they have been elected.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2024, by the following vote:

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

ATTEST:

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

**CERTIFICATE OF CANVASS
AND STATEMENT OF RESULTS
FOR VOTES CAST FOR A
GENERAL MUNICIPAL ELECTION
HELD IN THE
CITY OF TURLOCK
ON NOVEMBER 5, 2024**

I, Nichole Fiez, City Clerk of the City of Turlock, State of California, do hereby certify that I did cause a public canvass on the returns of the votes cast in the General Municipal election held on November 5, 2024, within the interior boundaries of the City of Turlock, and do hereby declare the results thereof as follows:

The total number of votes given in the City to each Candidate is as follows:

City Treasurer: One (1) to be elected

Michael Abram 13,800
Pam Franco 10,159

Member, City Council – District 2: One (1) to be elected

Rebecka Monez 2,045
Milton Trieweler 1,970

Member, City Council – District 4: One (1) to be elected

Erika Phillips 4,059
Kamleesh Kaur 2,254

Measures Voted Upon: One (1)

Measure CNot Passed

VOTING STATISTICS	CITY TREASURER CITYWIDE	CITY COUNCIL DISTRICT 2	CITY COUNCIL DISTRICT 4
Whole Number of Registered Voters	39,538	7,640	10,383
Whole Number of Ballots Cast	28,133	4,558	7,400
Turnout Percentage	71.2%	59.7%	71.3%

The number of votes given at each precinct to each person is set forth in **Exhibit A**.

Date: December 10, 2024

ATTEST:



Nichole Fiez, City Clerk
City of Turlock, County of Stanislaus
State of California



**STATEMENT OF THE VOTE
FOR**

STANISLAUS COUNTY

STATE OF CALIFORNIA

-CAST AT THE-

PRESIDENTIAL GENERAL ELECTION

-HELD-

TUESDAY, NOVEMBER 5, 2024

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

} **ss.**

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters for the County of Stanislaus, State of California, in accordance with the provisions of Section 15301 of the California Elections Code, do hereby certify that the within is a true and correct statement of result of the votes cast in this county at the Presidential General Election as determined by the official canvass of the returns of said election.

I hereby set my hand and official seal this 3rd day of December 2024 in the County of Stanislaus.



County Seal

A handwritten signature in blue ink, reading 'Donna Linder', written over a horizontal line.

Donna Linder
County Clerk-Recorder & Registrar of Voters
County of Stanislaus
State of California



**CERTIFICATION OF
STANISLAUS COUNTY CLERK-RECORDER
& REGISTRAR OF VOTERS
OF THE RESULTS OF THE CANVASS OF THE
NOVEMBER 5, 2024
PRESIDENTIAL GENERAL ELECTION**

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

} ss.

I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters for the County of Stanislaus, State of California, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the Presidential General Election held in said County on November 5, 2024, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 3rd day of December 2024, in the County of Stanislaus.



County Seal


Donna Linder
County Clerk-Recorder & Registrar of Voters
County of Stanislaus
State of California



OFFICE OF COUNTY CLERK-RECORDER

Donna Linder
COUNTY CLERK-RECORDER
REGISTRAR OF VOTERS &
COMMISSIONER OF CIVIL MARRIAGE

**REGISTRAR OF VOTERS
ELECTIONS DIVISION:**
1021 "I" STREET, SUITE 101, Modesto, CA 95354
Telephone: (209) 525-5200, ESPAÑOL: (209) 525-5230
TOLL-FREE: (833) 772-2260, TTY: (833) 646-2136
Facsimile: (209) 525-5802

**HELP AMERICA VOTE ACT OF 2002
CERTIFICATION OF ELECTIONS OFFICIAL**

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

} ss.

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 (HAVA) 52 U.S.C. § 21083), I, DONNA LINDER, County Clerk-Recorder & Registrar of Voters for the County of Stanislaus, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Presidential General Election held on November 5, 2024, in the County of Stanislaus, State of California, and all elections consolidated therewith.

I hereby set my hand and official seal this 3rd day of December 2024, in the County of Stanislaus.



A handwritten signature in blue ink, reading "Donna Linder", written over a horizontal line.

Donna Linder
County Clerk-Recorder & Registrar of Voters
County of Stanislaus
State of California

Cumulative Results Report

OFFICIAL BALLOTS

Run Time 11:36 AM
Run Date 12/03/2024

STANISLAUS COUNTY, CALIFORNIA

GENERAL ELECTION

11/5/2024
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Official Results

Registered Voters
200183 of 293212 = 68.27%

Precincts Reporting
286 of 286 = 100.00%

City of Turlock Member, City Council - District 2 - Vote for ONE

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	4,558	7,640	59.66%

Choice	Party	Vote Center		Vote By Mail		Total	
REBECCA MONEZ		324	51.43%	1,721	50.84%	2,045	50.93%
MILT TRIEWEILER		306	48.57%	1,664	49.16%	1,970	49.07%
Cast Votes:		630	100.00%	3,385	100.00%	4,015	100.00%
Undervotes:		110		418		528	
Overvotes:		0		0		0	
Rejected write-in votes:		1		14		15	
Unresolved write-in votes:		0		0		0	

City of Turlock Member, City Council - District 4 - Vote for ONE

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
8	8	100.00%	7,400	10,383	71.27%

Choice	Party	Vote Center		Vote By Mail		Total	
ERIKA PHILLIPS		587	73.47%	3,472	62.97%	4,059	64.30%
KAMLESH KAUR		212	26.53%	2,042	37.03%	2,254	35.70%
Cast Votes:		799	100.00%	5,514	100.00%	6,313	100.00%
Undervotes:		176		864		1,040	
Overvotes:		0		0		0	
Rejected write-in votes:		8		39		47	
Unresolved write-in votes:		0		0		0	

Cumulative Results Report

STANISLAUS COUNTY, CALIFORNIA

Official Results

OFFICIAL BALLOTS

GENERAL ELECTION

Registered Voters

200183 of 293212 = 68.27%

Precincts Reporting

286 of 286 = 100.00%

Run Time 11:36 AM
Run Date 12/03/2024

11/5/2024
Page 24

City of Turlock Treasurer - Vote for ONE

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
29	29	100.00%	28,133	39,538	71.15%

Choice	Party	Vote Center		Vote By Mail		Total	
MICHAEL ABRAM		1,579	55.74%	12,221	57.85%	13,800	57.60%
PAM FRANCO		1,254	44.26%	8,905	42.15%	10,159	42.40%
Cast Votes:		2,833	100.00%	21,126	100.00%	23,959	100.00%
Undervotes:		610		3,414		4,024	
Overvotes:		2		2		4	
Rejected write-in votes:		25		121		146	
Unresolved write-in votes:		0		0		0	

City of Waterford Mayor - Vote for ONE

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	3,285	4,738	69.33%

Choice	Party	Vote Center		Vote By Mail		Total	
CHARLIE GOEKEN		451	100.00%	2,081	100.00%	2,532	100.00%
Cast Votes:		451	100.00%	2,081	100.00%	2,532	100.00%
Undervotes:		121		490		611	
Overvotes:		0		0		0	
Rejected write-in votes:		22		120		142	
Unresolved write-in votes:		0		0		0	

Cumulative Results Report

OFFICIAL BALLOTS

Run Time 11:36 AM
Run Date 12/03/2024

STANISLAUS COUNTY, CALIFORNIA

GENERAL ELECTION

11/5/2024
Page 40

Official Results

Registered Voters
200183 of 293212 = 68.27%

Precincts Reporting
286 of 286 = 100.00%

City of Turlock Measure C

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
29	29	100.00%	28,133	39,538	71.15%

Choice	Party	Vote Center		Vote By Mail		Total	
NO		2,150	68.51%	13,931	61.58%	16,081	62.42%
YES		988	31.49%	8,692	38.42%	9,680	37.58%
Cast Votes:		3,138	100.00%	22,623	100.00%	25,761	100.00%
Undervotes:		324		1,876		2,200	
Overvotes:		4		2		6	
Rejected write-in votes:		0		0		0	
Unresolved write-in votes:		0		0		0	

Westside Community Health Care District Measure A

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
11	11	100.00%	4,186	6,288	66.57%

Choice	Party	Vote Center		Vote By Mail		Total	
YES		368	58.04%	1,818	56.02%	2,186	56.35%
NO		266	41.96%	1,427	43.98%	1,693	43.65%
Cast Votes:		634	100.00%	3,245	100.00%	3,879	100.00%
Undervotes:		58		196		254	
Overvotes:		0		2		2	
Rejected write-in votes:		0		0		0	
Unresolved write-in votes:		0		0		0	

City of Turlock Member, City Council - District 2

Cumulative Totals					
	Registration	Ballots Cast	Turnout (%)	MILT TRIEWELER	REBECCA MONEZ
Precinct					
128001	1,806	1,216	67.3	518	534
128002	1,597	887	55.5	418	363
128003	2,168	1,256	57.9	510	612
128021	581	404	69.5	202	161
128030	1,488	795	53.4	322	375
Vote Center Totals	7,640	741	9.7	306	324
Vote By Mail Totals	7,640	3,817	50.0	1,664	1,721
Grand Totals	7,640	4,558	59.7	1,970	2,045

City of Turlock Member, City Council - District 2

Vote Center Totals					
District	Registration	Ballots Cast	Turnout (%)	MILT TRIEWELLER	REBECCA MONEZ
STANISLAUS COUNTY, CALIFORNIA	7,640	741	9.7	306	324
STATEWIDE DISTRICT	7,640	741	9.7	306	324
COUNTYWIDE DISTRICT	7,640	741	9.7	306	324
13TH CONGRESSIONAL DISTRICT	7,640	741	9.7	306	324
STATE BOARD OF EQUALIZATION DISTRICT 1	7,640	741	9.7	306	324
4TH SENATORIAL DISTRICT	7,640	741	9.7	306	324
22ND ASSEMBLY DISTRICT	7,640	741	9.7	306	324
2ND SUPERVISORIAL DISTRICT	7,640	741	9.7	306	324
CITY OF TURLOCK	7,640	741	9.7	306	324
TURLOCK CITY COUNCIL DISTRICT 2	7,640	741	9.7	306	324
TURLOCK UNIFIED AREA 3	1,806	119	6.6	49	51
TURLOCK UNIFIED AREA 5	1,597	145	9.1	67	57
TURLOCK UNIFIED AREA 6	581	68	11.7	29	27
Vote Center Totals	7,640	741	9.7	306	324

City of Turlock Member, City Council - District 2

Vote By Mail Totals					
District	Registration	Ballots Cast	Turnout (%)	MILT TRIEWELLER	REBECCA MONEZ
STANISLAUS COUNTY, CALIFORNIA	7,640	3,817	50.0	1664	1721
STATEWIDE DISTRICT	7,640	3,817	50.0	1664	1721
COUNTYWIDE DISTRICT	7,640	3,817	50.0	1664	1721
13TH CONGRESSIONAL DISTRICT	7,640	3,817	50.0	1664	1721
STATE BOARD OF EQUALIZATION DISTRICT 1	7,640	3,817	50.0	1664	1721
4TH SENATORIAL DISTRICT	7,640	3,817	50.0	1664	1721
22ND ASSEMBLY DISTRICT	7,640	3,817	50.0	1664	1721
2ND SUPERVISORIAL DISTRICT	7,640	3,817	50.0	1664	1721
CITY OF TURLOCK	7,640	3,817	50.0	1664	1721
TURLOCK CITY COUNCIL DISTRICT 2	7,640	3,817	50.0	1664	1721
TURLOCK UNIFIED AREA 3	1,806	1,097	60.7	469	483
TURLOCK UNIFIED AREA 5	1,597	742	46.5	351	306
TURLOCK UNIFIED AREA 6	581	336	57.8	173	134
Vote By Mail Totals	7,640	3,817	50.0	1,664	1,721

City of Turlock Member, City Council - District 2

Grand Totals

District	Registration	Ballots Cast	Turnout (%)	MILT TRIEWELLER	REBECCA MONEZ
STANISLAUS COUNTY, CALIFORNIA	7,640	4,558	59.7	1970	2045
STATEWIDE DISTRICT	7,640	4,558	59.7	1970	2045
COUNTYWIDE DISTRICT	7,640	4,558	59.7	1970	2045
13TH CONGRESSIONAL DISTRICT	7,640	4,558	59.7	1970	2045
STATE BOARD OF EQUALIZATION DISTRICT 1	7,640	4,558	59.7	1970	2045
4TH SENATORIAL DISTRICT	7,640	4,558	59.7	1970	2045
22ND ASSEMBLY DISTRICT	7,640	4,558	59.7	1970	2045
2ND SUPERVISORIAL DISTRICT	7,640	4,558	59.7	1970	2045
CITY OF TURLOCK	7,640	4,558	59.7	1970	2045
TURLOCK CITY COUNCIL DISTRICT 2	7,640	4,558	59.7	1970	2045
TURLOCK UNIFIED AREA 3	1,806	1,216	67.3	518	534
TURLOCK UNIFIED AREA 5	1,597	887	55.5	418	363
TURLOCK UNIFIED AREA 6	581	404	69.5	202	161
Vote Center Totals	7,640	741	9.7	306	324
Vote By Mail Totals	7,640	3,817	50.0	1,664	1,721
Grand Totals	7,640	4,558	59.7	1,970	2,045

City of Turlock Member, City Council - District 4

Cumulative Totals					
	Registration	Ballots Cast	Turnout (%)	ERIKA PHILLIPS	KAMLESH KAUR
Precinct					
128013	1,912	1,373	71.8	717	498
128014	1,593	1,033	64.8	592	268
128015	2,039	1,467	71.9	865	379
128016	1,013	744	73.4	401	222
128025	1,031	788	76.4	410	245
128036	0	0	0.0	0	0
128044	2,013	1,470	73.0	792	466
128047	782	525	67.1	282	176
Vote Center Totals	10,383	983	9.5	587	212
Vote By Mail Totals	10,383	6,417	61.8	3,472	2,042
Grand Totals	10,383	7,400	71.3	4,059	2,254

City of Turlock Member, City Council - District 4

Vote Center Totals					
	Registration	Ballots Cast	Turnout (%)	ERIKA PHILLIPS	KAMLESH KAUR
District					
STANISLAUS COUNTY, CALIFORNIA	10,383	983	9.5	587	212
STATEWIDE DISTRICT	10,383	983	9.5	587	212
COUNTYWIDE DISTRICT	10,383	983	9.5	587	212
5TH CONGRESSIONAL DISTRICT	7,759	700	9.0	432	149
13TH CONGRESSIONAL DISTRICT	2,624	283	10.8	155	63
STATE BOARD OF EQUALIZATION DISTRICT 1	10,383	983	9.5	587	212
4TH SENATORIAL DISTRICT	10,383	983	9.5	587	212
22ND ASSEMBLY DISTRICT	10,383	983	9.5	587	212
2ND SUPERVISORIAL DISTRICT	10,383	983	9.5	587	212
CITY OF TURLOCK	10,383	983	9.5	587	212
TURLOCK CITY COUNCIL DISTRICT 4	10,383	983	9.5	587	212
TURLOCK UNIFIED AREA 3	3,632	383	10.5	234	70
TURLOCK UNIFIED AREA 6	4,057	387	9.5	222	90
Vote Center Totals	10,383	983	9.5	587	212

City of Turlock Member, City Council - District 4

Vote By Mail Totals	Registration	Ballots Cast	Turnout (%)	ERIKA PHILLIPS	KAMLESH KAUR
District					
STANISLAUS COUNTY, CALIFORNIA	10,383	6,417	61.8	3472	2042
STATEWIDE DISTRICT	10,383	6,417	61.8	3472	2042
COUNTYWIDE DISTRICT	10,383	6,417	61.8	3472	2042
5TH CONGRESSIONAL DISTRICT	7,759	4,879	62.9	2625	1592
13TH CONGRESSIONAL DISTRICT	2,624	1,538	58.6	847	450
STATE BOARD OF EQUALIZATION DISTRICT 1	10,383	6,417	61.8	3472	2042
4TH SENATORIAL DISTRICT	10,383	6,417	61.8	3472	2042
22ND ASSEMBLY DISTRICT	10,383	6,417	61.8	3472	2042
2ND SUPERVISORIAL DISTRICT	10,383	6,417	61.8	3472	2042
CITY OF TURLOCK	10,383	6,417	61.8	3472	2042
TURLOCK CITY COUNCIL DISTRICT 4	10,383	6,417	61.8	3472	2042
TURLOCK UNIFIED AREA 3	3,632	2,117	58.3	1223	577
TURLOCK UNIFIED AREA 6	4,057	2,615	64.5	1381	843
Vote By Mail Totals	10,383	6,417	61.8	3,472	2,042

City of Turlock Member, City Council - District 4

Grand Totals					
	Registration	Ballots Cast	Turnout (%)	ERIKA PHILLIPS	KAMLESH KAUR
District					
STANISLAUS COUNTY, CALIFORNIA	10,383	7,400	71.3	4059	2254
STATEWIDE DISTRICT	10,383	7,400	71.3	4059	2254
COUNTYWIDE DISTRICT	10,383	7,400	71.3	4059	2254
5TH CONGRESSIONAL DISTRICT	7,759	5,579	71.9	3057	1741
13TH CONGRESSIONAL DISTRICT	2,624	1,821	69.4	1002	513
STATE BOARD OF EQUALIZATION DISTRICT 1	10,383	7,400	71.3	4059	2254
4TH SENATORIAL DISTRICT	10,383	7,400	71.3	4059	2254
22ND ASSEMBLY DISTRICT	10,383	7,400	71.3	4059	2254
2ND SUPERVISORIAL DISTRICT	10,383	7,400	71.3	4059	2254
CITY OF TURLOCK	10,383	7,400	71.3	4059	2254
TURLOCK CITY COUNCIL DISTRICT 4	10,383	7,400	71.3	4059	2254
TURLOCK UNIFIED AREA 3	3,632	2,500	68.8	1457	647
TURLOCK UNIFIED AREA 6	4,057	3,002	74.0	1603	933
Vote Center Totals	10,383	983	9.5	587	212
Vote By Mail Totals	10,383	6,417	61.8	3,472	2,042
Grand Totals	10,383	7,400	71.3	4,059	2,254

City of Turlock Treasurer

Cumulative Totals

Precinct	Registration	Ballots Cast	Turnout (%)	PAM FRANCO	MICHAEL ABRAM
128001	1,806	1,216	67.3	465	578
128002	1,597	887	55.5	366	406
128003	2,168	1,256	57.9	527	565
128005	1,204	891	74.0	314	432
128006	1,938	1,431	73.8	566	692
128007	403	264	65.5	84	132
128009	1,904	1,562	82.0	529	803
128010	404	331	81.9	104	169
128011	1,386	841	60.7	286	421
128012	1,903	1,620	85.1	543	872
128013	1,912	1,373	71.8	508	657
128014	1,593	1,033	64.8	387	465
128015	2,039	1,467	71.9	537	694
128016	1,013	744	73.4	272	355
128017	2,223	1,650	74.2	579	853
128020	1,975	1,451	73.5	499	757
128021	581	404	69.5	147	217
128023	2,106	1,696	80.5	573	839
128025	1,031	788	76.4	259	383
128028	1,817	1,382	76.1	477	727
128030	1,488	795	53.4	321	338
128036	0	0	0.0	0	0
128038	1,851	1,416	76.5	495	717
128044	2,013	1,470	73.0	544	695
128047	782	525	67.1	188	245
128053	1,422	1,018	71.6	355	529
128058	295	146	49.5	64	58
128059	593	434	73.2	156	182
128063	91	42	46.2	14	19
Vote Center Totals	39,538	3,470	8.8	1,254	1,579
Vote By Mail Totals	39,538	24,663	62.4	8,905	12,221
Grand Totals	39,538	28,133	71.2	10,159	13,800

City of Turlock Treasurer

Vote Center Totals					
District	Registration	Ballots Cast	Turnout (%)	PAM FRANCO	MICHAEL ABRAM
STANISLAUS COUNTY, CALIFORNIA	39,538	3,470	8.8	1,254	1,579
STATEWIDE DISTRICT	39,538	3,470	8.8	1,254	1,579
COUNTYWIDE DISTRICT	39,538	3,470	8.8	1,254	1,579
5TH CONGRESSIONAL DISTRICT	27,394	2,234	8.2	795	1,028
13TH CONGRESSIONAL DISTRICT	12,144	1,236	10.2	459	551
STATE BOARD OF EQUALIZATION DISTRICT 1	39,538	3,470	8.8	1,254	1,579
4TH SENATORIAL DISTRICT	39,538	3,470	8.8	1,254	1,579
22ND ASSEMBLY DISTRICT	39,538	3,470	8.8	1,254	1,579
2ND SUPERVISORIAL DISTRICT	39,538	3,470	8.8	1,254	1,579
CITY OF TURLOCK	39,538	3,470	8.8	1,254	1,579
TURLOCK CITY COUNCIL DISTRICT 2	7,640	741	9.7	301	315
TURLOCK CITY COUNCIL DISTRICT 4	10,383	983	9.5	344	428
DENAIR UNIFIED	2,106	151	7.2	57	68
TURLOCK UNIFIED AREA 3	6,122	553	9.0	181	256
TURLOCK UNIFIED AREA 5	4,994	495	9.9	163	246
TURLOCK UNIFIED AREA 6	4,933	488	9.9	175	212
TURLOCK IRRIGATION DIVISION 1	15,140	1,186	7.8	430	554
Vote Center Totals	39,538	3,470	8.8	1,254	1,579

City of Turlock Treasurer

Vote By Mail Totals					
District	Registration	Ballots Cast	Turnout (%)	PAM FRANCO	MICHAEL ABRAM
STANISLAUS COUNTY, CALIFORNIA	39,538	24,663	62.4	8905	12221
STATEWIDE DISTRICT	39,538	24,663	62.4	8905	12221
COUNTYWIDE DISTRICT	39,538	24,663	62.4	8905	12221
5TH CONGRESSIONAL DISTRICT	27,394	18,373	67.1	6508	9248
13TH CONGRESSIONAL DISTRICT	12,144	6,290	51.8	2397	2973
STATE BOARD OF EQUALIZATION DISTRICT 1	39,538	24,663	62.4	8905	12221
4TH SENATORIAL DISTRICT	39,538	24,663	62.4	8905	12221
22ND ASSEMBLY DISTRICT	39,538	24,663	62.4	8905	12221
2ND SUPERVISORIAL DISTRICT	39,538	24,663	62.4	8905	12221
CITY OF TURLOCK	39,538	24,663	62.4	8905	12221
TURLOCK CITY COUNCIL DISTRICT 2	7,640	3,817	50.0	1525	1789
TURLOCK CITY COUNCIL DISTRICT 4	10,383	6,417	61.8	2351	3066
DENAIR UNIFIED	2,106	1,545	73.4	516	771
TURLOCK UNIFIED AREA 3	6,122	3,639	59.4	1378	1682
TURLOCK UNIFIED AREA 5	4,994	2,719	54.4	991	1314
TURLOCK UNIFIED AREA 6	4,933	3,064	62.1	1111	1496
TURLOCK IRRIGATION DIVISION 1	15,140	10,365	68.5	3515	5416
Vote By Mail Totals	39,538	24,663	62.4	8,905	12,221

City of Turlock Treasurer

Grand Totals					
District	Registration	Ballots Cast	Turnout (%)	PAM FRANCO	MICHAEL ABRAM
STANISLAUS COUNTY, CALIFORNIA	39,538	28,133	71.2	10159	13800
STATEWIDE DISTRICT	39,538	28,133	71.2	10159	13800
COUNTYWIDE DISTRICT	39,538	28,133	71.2	10159	13800
5TH CONGRESSIONAL DISTRICT	27,394	20,607	75.2	7303	10276
13TH CONGRESSIONAL DISTRICT	12,144	7,526	62.0	2856	3524
STATE BOARD OF EQUALIZATION DISTRICT 1	39,538	28,133	71.2	10159	13800
4TH SENATORIAL DISTRICT	39,538	28,133	71.2	10159	13800
22ND ASSEMBLY DISTRICT	39,538	28,133	71.2	10159	13800
2ND SUPERVISORIAL DISTRICT	39,538	28,133	71.2	10159	13800
CITY OF TURLOCK	39,538	28,133	71.2	10159	13800
TURLOCK CITY COUNCIL DISTRICT 2	7,640	4,558	59.7	1826	2104
TURLOCK CITY COUNCIL DISTRICT 4	10,383	7,400	71.3	2695	3494
DENAIR UNIFIED	2,106	1,696	80.5	573	839
TURLOCK UNIFIED AREA 3	6,122	4,192	68.5	1559	1938
TURLOCK UNIFIED AREA 5	4,994	3,214	64.4	1154	1560
TURLOCK UNIFIED AREA 6	4,933	3,552	72.0	1286	1708
TURLOCK IRRIGATION DIVISION 1	15,140	11,551	76.3	3945	5970
Vote Center Totals	39,538	3,470	8.8	1,254	1,579
Vote By Mail Totals	39,538	24,663	62.4	8,905	12,221
Grand Totals	39,538	28,133	71.2	10,159	13,800

City of Turlock Measure C

Cumulative Totals					
Precinct	Registration	Ballots Cast	Turnout (%)	YES	NO
128001	1,806	1,216	67.3	369	757
128002	1,597	887	55.5	259	570
128003	2,168	1,256	57.9	376	786
128005	1,204	891	74.0	299	526
128006	1,938	1,431	73.8	464	870
128007	403	264	65.5	60	185
128009	1,904	1,562	82.0	637	806
128010	404	331	81.9	132	171
128011	1,386	841	60.7	239	525
128012	1,903	1,620	85.1	652	827
128013	1,912	1,373	71.8	511	758
128014	1,593	1,033	64.8	315	622
128015	2,039	1,467	71.9	473	854
128016	1,013	744	73.4	233	448
128017	2,223	1,650	74.2	560	937
128020	1,975	1,451	73.5	538	789
128021	581	404	69.5	115	266
128023	2,106	1,696	80.5	662	883
128025	1,031	788	76.4	272	437
128028	1,817	1,382	76.1	540	725
128030	1,488	795	53.4	226	493
128036	0	0	0.0	0	0
128038	1,851	1,416	76.5	538	796
128044	2,013	1,470	73.0	512	820
128047	782	525	67.1	206	277
128053	1,422	1,018	71.6	330	580
128058	295	146	49.5	39	93
128059	593	434	73.2	111	253
128063	91	42	46.2	12	27
Vote Center Totals	39,538	3,470	8.8	988	2,150
Vote By Mail Totals	39,538	24,663	62.4	8,692	13,931
Grand Totals	39,538	28,133	71.2	9,680	16,081

City of Turlock Measure C

Vote Center Totals					
District	Registration	Ballots Cast	Turnout (%)	YES	NO
STANISLAUS COUNTY, CALIFORNIA	39,538	3,470	8.8	988	2,150
STATEWIDE DISTRICT	39,538	3,470	8.8	988	2,150
COUNTYWIDE DISTRICT	39,538	3,470	8.8	988	2,150
5TH CONGRESSIONAL DISTRICT	27,394	2,234	8.2	654	1,374
13TH CONGRESSIONAL DISTRICT	12,144	1,236	10.2	334	776
STATE BOARD OF EQUALIZATION DISTRICT 1	39,538	3,470	8.8	988	2,150
4TH SENATORIAL DISTRICT	39,538	3,470	8.8	988	2,150
22ND ASSEMBLY DISTRICT	39,538	3,470	8.8	988	2,150
2ND SUPERVISORIAL DISTRICT	39,538	3,470	8.8	988	2,150
CITY OF TURLOCK	39,538	3,470	8.8	988	2,150
TURLOCK CITY COUNCIL DISTRICT 2	7,640	741	9.7	191	475
TURLOCK CITY COUNCIL DISTRICT 4	10,383	983	9.5	282	603
DENAIR UNIFIED	2,106	151	7.2	64	73
TURLOCK UNIFIED AREA 3	6,122	553	9.0	146	336
TURLOCK UNIFIED AREA 5	4,994	495	9.9	133	321
TURLOCK UNIFIED AREA 6	4,933	488	9.9	139	300
TURLOCK IRRIGATION DIVISION 1	15,140	1,186	7.8	364	708
Vote Center Totals	39,538	3,470	8.8	988	2,150

City of Turlock Measure C

Vote By Mail Totals					
District	Registration	Ballots Cast	Turnout (%)	YES	NO
STANISLAUS COUNTY, CALIFORNIA	39,538	24,663	62.4	8692	13931
STATEWIDE DISTRICT	39,538	24,663	62.4	8692	13931
COUNTYWIDE DISTRICT	39,538	24,663	62.4	8692	13931
5TH CONGRESSIONAL DISTRICT	27,394	18,373	67.1	6783	10039
13TH CONGRESSIONAL DISTRICT	12,144	6,290	51.8	1909	3892
STATE BOARD OF EQUALIZATION DISTRICT 1	39,538	24,663	62.4	8692	13931
4TH SENATORIAL DISTRICT	39,538	24,663	62.4	8692	13931
22ND ASSEMBLY DISTRICT	39,538	24,663	62.4	8692	13931
2ND SUPERVISORIAL DISTRICT	39,538	24,663	62.4	8692	13931
CITY OF TURLOCK	39,538	24,663	62.4	8692	13931
TURLOCK CITY COUNCIL DISTRICT 2	7,640	3,817	50.0	1154	2397
TURLOCK CITY COUNCIL DISTRICT 4	10,383	6,417	61.8	2240	3613
DENAIR UNIFIED	2,106	1,545	73.4	598	810
TURLOCK UNIFIED AREA 3	6,122	3,639	59.4	1134	2177
TURLOCK UNIFIED AREA 5	4,994	2,719	54.4	856	1656
TURLOCK UNIFIED AREA 6	4,933	3,064	62.1	1032	1764
TURLOCK IRRIGATION DIVISION 1	15,140	10,365	68.5	3926	5535
Vote By Mail Totals	39,538	24,663	62.4	8,692	13,931

City of Turlock Measure C

Grand Totals					
	Registration	Ballots Cast	Turnout (%)	YES	NO
District					
STANISLAUS COUNTY, CALIFORNIA	39,538	28,133	71.2	9680	16081
STATEWIDE DISTRICT	39,538	28,133	71.2	9680	16081
COUNTYWIDE DISTRICT	39,538	28,133	71.2	9680	16081
5TH CONGRESSIONAL DISTRICT	27,394	20,607	75.2	7437	11413
13TH CONGRESSIONAL DISTRICT	12,144	7,526	62.0	2243	4668
STATE BOARD OF EQUALIZATION DISTRICT 1	39,538	28,133	71.2	9680	16081
4TH SENATORIAL DISTRICT	39,538	28,133	71.2	9680	16081
22ND ASSEMBLY DISTRICT	39,538	28,133	71.2	9680	16081
2ND SUPERVISORIAL DISTRICT	39,538	28,133	71.2	9680	16081
CITY OF TURLOCK	39,538	28,133	71.2	9680	16081
TURLOCK CITY COUNCIL DISTRICT 2	7,640	4,558	59.7	1345	2872
TURLOCK CITY COUNCIL DISTRICT 4	10,383	7,400	71.3	2522	4216
DENAIR UNIFIED	2,106	1,696	80.5	662	883
TURLOCK UNIFIED AREA 3	6,122	4,192	68.5	1280	2513
TURLOCK UNIFIED AREA 5	4,994	3,214	64.4	989	1977
TURLOCK UNIFIED AREA 6	4,933	3,552	72.0	1171	2064
TURLOCK IRRIGATION DIVISION 1	15,140	11,551	76.3	4290	6243
Vote Center Totals	39,538	3,470	8.8	988	2,150
Vote By Mail Totals	39,538	24,663	62.4	8,692	13,931
Grand Totals	39,538	28,133	71.2	9,680	16,081

CDBG GRANT SELECTION COMMITTEE

Appoint Community Members to Term(s) Expiring on 12/31/24

Four (4) Applicants:

- Abe Rojas
- Alison Jeffrey
- Derik Dami
- Dejeune Shelton

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

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

MAYOR BUBLAK'S RECOMMENDED APPOINTMENTS:

Appoint Abe Rojas, Allison Jeffery, Derik Dami, and Dejeune Shelton to the CDBG Grant Selection Committee for terms expiring on 12/31/25.

PLANNING COMMISSION

Number of Vacancies = 3

Appoint Three (3) Commissioners to Term(s) Expiring on 12/31/24

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

Five (5) Applicants:

- Jim Reape
- Constance Anderson
- Sukhminder Deol
- Bryan Saint
- Bryan Tribble

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

MAYOR BUBLAK'S RECOMMENDED APPOINTMENTS:

Reappoint Jim Reape, Constance Anderson, Sukhminder Deol to the Planning Commission for a term expiring on 12/31/28.

Appoint Bryan Saint as Alternate one (1) to the Planning Commission for a term expiring on 12/31/26.

Appoint Bryan Tribble as Alternate two (2) to the Planning Commission for a term expiring on 12/31/26.

MEASURE A LOCAL TRANSACTION SALES AND USE TAX
CITIZENS' OVERSIGHT COMMITTEE

Appoint community member to remainder of a term expiring on 07/01/24.

One (1) Applicant:

- Pam Franco

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

MAYOR BUBLAK'S RECOMMENDED APPOINTMENT:

Appoint Pam Franco to the Measure A Local Transaction Sales and Use Tax Citizens' Oversight Committee for the remainder of a term expiring on 07/01/27.

PARKS, ARTS & RECREATION COMMISSION

Number of Vacancies = 4

Appoint Four (4) Commissioners to Term(s) Expiring on 12/31/24

Four (4) Applicants:

- Lupe Aguilera
- Barbara Jensen
- Robert Holly
- Keristofer Seryani

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

MAYOR BUBLAK'S RECOMMENDED APPOINTMENTS:

Reappoint Lupe Aguilera, Barbara Jensen, and Keristofer Seryani to the Parks, Arts & Recreation Commission for a term expiring on 12/31/27.

Appoint Robert Holly to the Parks, Arts & Recreation Commission for a term expiring 12/31/26.

Payment Register

From Payment Date: 11/1/2024 - To Payment Date: 11/7/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
145792	11/07/2024	Open			Licensing Refund	PRO WIDE DRYWALL INC	\$20.00		
	Licensee Type			Licensee Number	Transaction Date	Transaction Type			
	BUSINESS			29450	11/07/2024	REFUND			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$20.00			
145793	11/07/2024	Open			Accounts Payable	ABS DIRECT INC	\$1,401.09		
	Invoice		Date	Description		Amount			
	136796		08/28/2024	Prop 218 Notice		\$1,401.09			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$700.54			
	420 - WATER			420.11000 (Cash)		\$700.55			
145794	11/07/2024	Open			Accounts Payable	AIRGAS NCN	\$1,877.95		
	Invoice		Date	Description		Amount			
	5510689354		08/31/2024	WQC SUPPLIES		\$1,523.54			
	5510689528		08/31/2024	LARGE HELIUM - WQC SUPPLIES		\$67.47			
	5511401234		09/30/2024	LARGE HELIUM - WQC SUPPLIES		\$65.92			
	9154406663		10/04/2024	hlmt wldg viking sers blk		\$221.02			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,523.54			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$133.39			
	420 - WATER			420.11000 (Cash)		\$221.02			
145795	11/07/2024	Open			Accounts Payable	AMERICAN MESSAGING	\$14.01		
	Invoice		Date	Description		Amount			
	R1061876YK		11/01/2024	Acct #R1-061876 - Fire Department		\$14.01			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$14.01			
145796	11/07/2024	Open			Accounts Payable	AMERINATN'L COMM SERVICE	\$1,892.00		
	Invoice		Date	Description		Amount			
	24-4741		08/27/2024	Loan Service Provider FY 2024-25 May-June 2024		\$1,892.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$1,892.00			
145797	11/07/2024	Open			Accounts Payable	AMERINATN'L COMM SERVICE	\$940.00		
	Invoice		Date	Description		Amount			
	24-4741A		08/27/2024	Loan Service Provider FY 2024-25 July 2024		\$940.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$940.00			
145798	11/07/2024	Open			Accounts Payable	AT&T MOBILITY	\$1,001.62		
	Invoice		Date	Description		Amount			
	5470X10102024		10/02/2024	ADMIN/ENGINE PHONES SEP 03-OCT 02, 2024		\$501.03			
	5470X09102024		09/02/2024	ADMIN/ENGINE PHONES AUG 03-SEPT 02, 2024		\$500.59			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,001.62			
145799	11/07/2024	Open			Accounts Payable	BARNES WELDING SUPPLY	\$609.20		
	Invoice		Date	Description		Amount			
	006347031		10/29/2024	105 IND 75-ARG 25-CO2		\$50.16			

Payment Register

From Payment Date: 11/1/2024 - To Payment Date: 11/7/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145800	0063466802		10/21/2024		WELDING SUPPLIES FOR WQC		\$559.04		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$559.04		
	505 - Fleet				505.11000 (Cash)		\$50.16		
	11/07/2024	Open			Accounts Payable	BAY CITY BOILER AND ENGINEERING CO., INC.	\$30,105.00		
145801	Invoice		Date		Description		Amount		
	33514		09/30/2024		HOT WATER BOILER REPAIRS AND PREVENTATIVE MAINTENANCE SERVICES		\$30,105.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$30,105.00		
	11/07/2024	Open			Accounts Payable	BICSEC SECURITY INC	\$2,165.66		
145802	Invoice		Date		Description		Amount		
	219675		09/01/2024		TRAINING FACILITY - MISC. MONITORING 10/1-12/31/2024		\$542.75		
	221039		11/01/2024		SRWA BICSEC - SECURITY AND FIRE ALARM MONITORING Dec 2024		\$266.25		
	221091		11/01/2024		CNG BLDG MONITORING: 12/01 - 12/31/2024		\$138.25		
	221055		11/01/2024		TRAINING FACILITY - MISC. MONITORING 12/1-12/31/2024		\$186.25		
	221275		11/01/2024		ASSESSMENT BLDG MONITORING: 12/01-12/31/2024		\$263.00		
	221094		11/01/2024		FIRE STATION MONITORING: 12/01 - 12/31/2024		\$121.25		
	221096		11/01/2024		TRANSIT CENTER; COMMERCIAL MONITORING; 12/01 - 12/31/2024		\$20.00		
	221098		11/01/2024		CHLORINE BLDG- MONITORING; 12/01 - 12/31/2024		\$161.25		
	221099		11/01/2024		CITY HALL MONITORING: 12/01 - 12/31/2024		\$140.00		
	221100		11/01/2024		SWITCH GEAR MONITORING: 12/01 - 12/31/2024		\$120.00		
	221657		11/01/2024		TRAINING FACILITY - U.L. Cert 12/1- 12/31/2024		\$20.00		
	221934		11/01/2024		PSF BLDG- MONITORING; 12/01-12/31/2024		\$186.66		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,010.66		
	246 - Landscape Assessment				246.11000 (Cash)		\$263.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$281.25		
	426 - Transit				426.11000 (Cash)		\$344.50		
	950 - SRWA - JPA				950.11000 (Cash)		\$266.25		
	11/07/2024	Open			Accounts Payable	Bryan Justin Marks dba BJM Consulting	\$900.00		
145803	Invoice		Date		Description		Amount		
	09/06/24		09/12/2024		Social Media Training - Aug. - Oct. 2024		\$900.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$900.00		
	11/07/2024	Open			Accounts Payable	BSK & ASSOCIATES	\$7,158.75		
145803	Invoice		Date		Description		Amount		
	0107726		10/30/2024		19-51B Columbia Pool Improvements Construction-10/30/24		\$7,158.75		
	Paying Fund				Cash Account		Amount		
	301 - Capital Improvements				301.11000 (Cash)		\$7,158.75		

Payment Register

From Payment Date: 11/1/2024 - To Payment Date: 11/7/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145804	11/07/2024	Open			Accounts Payable	BURTON'S FIRE, INC	\$13,791.85		
	Invoice		Date	Description		Amount			
	W 81940		10/23/2024	ENGINE #232 - WIRING HARNESS		\$13,791.85			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$13,791.85			
145805	11/07/2024	Open			Accounts Payable	CAROLLO ENGINEERS	\$19,770.50		
	Invoice		Date	Description		Amount			
	FB56955		09/30/2024	18-69 Surface Water Distribution System Improv Phase 1-9/30/24		\$11,326.50			
	FB53560		07/01/2024	18-69 Surface Water Distribution System Improv Phase1-6/30/24		\$8,444.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$19,770.50			
145806	11/07/2024	Open			Accounts Payable	Center for Human Services	\$1,008.03		
	Invoice		Date	Description		Amount			
	Draw #1		10/08/2024	Public Service-Center for Human Serv-Youth FY 2024- 25- Draw #1		\$1,008.03			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$1,008.03			
145807	11/07/2024	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$4,677.55		
	Invoice		Date	Description		Amount			
	256460		10/16/2024	COLDMIX		\$4,677.55			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$4,677.55			
145808	11/07/2024	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$50.00		
	Invoice		Date	Description		Amount			
	0006514101524		10/15/2024	INTERNET AT CITY BLDGS; SENIOR CENTER; MARTY YERBY & RUBE BOESCH		\$50.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$50.00			
145809	11/07/2024	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$642.88		
	Invoice		Date	Description		Amount			
	4009789341		10/31/2024	OCTOBER 2024 PREMIUMS		\$642.88			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$642.88			
145810	11/07/2024	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$56.01		
	Invoice		Date	Description		Amount			
	5236405811		10/24/2024	SRWA Medical Supplies 10.01.24		\$56.01			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$56.01			
145811	11/07/2024	Open			Accounts Payable	Cloudburst Consulting Group, Inc.	\$77.50		
	Invoice		Date	Description		Amount			
	INV-0000015190		08/31/2024	On Demand Consulting - Housing FY 2024-25		\$77.50			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$77.50			

Payment Register

From Payment Date: 11/1/2024 - To Payment Date: 11/7/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145812	11/07/2024	Open			Accounts Payable	CONDOR EARTH TECH INC	\$1,294.50		
	Invoice		Date	Description		Amount			
	91283		09/30/2024	CITY OF TURLOCK FY20/21 TRASH PROVISIONS		\$1,294.50			
				COMPLIANCE SUPPORT					
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,294.50			
145813	11/07/2024	Open			Accounts Payable	COUNTRYSIDE TIRE & BRAKE	\$119.00		
	Invoice		Date	Description		Amount			
	04- 237917		10/28/2024	POL18-1333 ALIGNMENT		\$119.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$119.00			
145814	11/07/2024	Open			Accounts Payable	CRIVELLI PROMOTIONAL ITEMS INC	\$4,393.89		
	Invoice		Date	Description		Amount			
	58962		11/01/2024	2024 fall Adult Softball Champ Shirts		\$2,063.88			
	59013		11/01/2024	City of Turlock Staff Shirts		\$2,330.01			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,396.73			
	270 - Recreation Grants			270.11000 (Cash)		\$1,997.16			
145815	11/07/2024	Open			Accounts Payable	CURTIS & SONS INC, L N	\$622.47		
	Invoice		Date	Description		Amount			
	INV846464		07/19/2024	SIZE 15M SHADOW STRUCTURE BOOTS		\$622.47			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$622.47			
145816	11/07/2024	Open			Accounts Payable	DON PEDRO PUMP INC	\$3,058.91		
	Invoice		Date	Description		Amount			
	30441		10/17/2024	30 HP 1800 MOTOR - PUMP REPAIRS		\$3,058.91			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,058.91			
145817	11/07/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$97.46		
	Invoice		Date	Description		Amount			
	8-668-43931		11/01/2024	SHIPPING CHARGES FOR 11/1/24		\$97.46			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$39.71			
	255 - CDBG			255.11000 (Cash)		\$44.33			
	420 - WATER			420.11000 (Cash)		\$13.42			
145818	11/07/2024	Open			Accounts Payable	FEDEX CUSTOM CRITICAL INC	\$3,695.40		
	Invoice		Date	Description		Amount			
	8054895		08/08/2024	BLOWER SHIPMENT		\$3,695.40			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,695.40			
145819	11/07/2024	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	\$28,472.50		
	Invoice		Date	Description		Amount			
	5562		10/31/2024	Unarmed Security Services for Transit Center 10/1/24-10/31/24		\$20,832.00			
	5564		11/04/2024	Special Meetings - October 2024		\$315.00			
	5563		11/04/2024	City Hall - October 2024		\$7,325.50			

Payment Register

From Payment Date: 11/1/2024 - To Payment Date: 11/7/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145820	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$7,640.50			
	426 - Transit			426.11000 (Cash)		\$20,832.00			
	11/07/2024	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$788.58		
	Invoice			Date	Description	Amount			
145821	5661874		09/25/2024		PRG CLAMP MD DUAL ADJ 5 ARM - LAB SUPPLIES	\$116.71			
	6429514		10/25/2024		CARBOY RECTENGULAR HDPE 2 GAL LAB SUPPLIES	\$671.87			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$788.58			
	11/07/2024	Open			Accounts Payable	FRANCHISE TAX BOARD	\$2,052.34		
145822	Invoice			Date	Description	Amount			
	102624WILSON		10/31/2024		10262024 PAYROLL WITHHOLDING	\$2,052.34			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$2,052.34			
	11/07/2024	Open			Accounts Payable	GARTON TRACTOR INC	\$103.49		
145823	Invoice			Date	Description	Amount			
	P5151201		10/29/2024		84365377 PANEL,TRIM	\$103.49			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$103.49			
	11/07/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$2,062.80		
145824	Invoice			Date	Description	Amount			
	K4J1505		10/15/2024		WEEKLY WASTEWATER SAMPLING AMMONIA	\$40.70			
	K4J0907		10/09/2024		CORROSION CONTROL WQP MON SITES	\$619.50			
	K4J0908		10/09/2024		CORROSION CONTROL WQP MON TERMINAL TANK PUMP STATION	\$64.00			
	K4J0106		10/01/2024		QUARTERLY WASTEWATER ANALYSIS DOC	\$49.50			
	K4J0703		10/07/2024		MONTHLY LABORATORY DILUTION	\$44.00			
	K4J1604		10/16/2024		BIMONTHLY WASTEWATER ANALYSIS NITRATE +NITRATE AS N	\$66.00			
	K4J1605		10/16/2024		DRINKING WATER WELL ANALYSIS NITRATE	\$32.00			
	K4J1606		10/16/2024		WELL 38 BACKWASH	\$158.00			
	K4J1607		10/16/2024		SRWA LABORATORY ANALYSIS SERVICES 10.16.24	\$229.00			
	K4J1709		10/17/2024		SRWA LABORATORY ANALYSIS SERVICES 10.17.24	\$180.00			
	K4J2102		10/21/2024		SRWA LABORATORY ANALYSIS SERVICES 10.21.24	\$45.00			
	K4J2209		10/22/2024		SRWA LABORATORY ANALYSIS SERVICES 10.22.24	\$45.00			
	K4J2107		10/21/2024		SENTINEL PLAN	\$403.20			
	K4J0109		10/01/2024		BIMONTHLY WASTEWATER ANALYSIS TOTAL PHOSPHOROUS	\$86.90			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$646.30			
	420 - WATER			420.11000 (Cash)		\$917.50			
	950 - SRWA - JPA			950.11000 (Cash)		\$499.00			
	11/07/2024	Open			Accounts Payable	GRAINGER INC, W W	\$2,340.92		
	Invoice			Date	Description	Amount			
	92889977150		10/22/2024		SEWAGE PUMP 60 HZ SINGLE PHASE	\$2,205.65			
	9291609395		10/23/2024		SRWA Supplies - Electrical Tape	\$81.96			
	9292307924		10/23/2024		SRWA Supplies - Gear Oil & Dispensing Bottles	\$53.31			

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145825	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,205.65		
	450 - SRWA - Operations			450.11000 (Cash)			\$135.27		
	11/07/2024	Open			Accounts Payable	GREEN HORIZON INC	\$1,010.00		
	Invoice			Date	Description		Amount		
	43877		10/01/2024		Landscape Services-829-831 Vermont Ave- October 2024		\$130.00		
	43878		10/01/2024		Landscape Services-570 Jason Dr.- October 2024		\$100.00		
	43879		10/01/2024		Landscape Services-1827 Shadow Park Dr.- October 2024		\$130.00		
	43880		10/01/2024		Landscape Services-1205 Lambert Way- October 2024		\$155.00		
	43881		10/01/2024		Landscape Services-2065 Cody Ct.- October 2024		\$165.00		
145826	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$1,010.00		
	11/07/2024	Open			Accounts Payable	HACH COMPANY	\$1,566.81		
	Invoice			Date	Description		Amount		
	14237092		10/24/2024		SRWA Supplies - Calibration Set		\$1,566.81		
145827	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$1,566.81		
	11/07/2024	Open			Accounts Payable	HAWORTH INC	\$7,058.77		
	Invoice			Date	Description		Amount		
	3001956865		09/19/2024		FURNITURE TO UPDATE WORK STATION IN UT BREAKROOM		\$7,058.77		
145828	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,529.38		
	420 - WATER			420.11000 (Cash)			\$3,529.39		
	11/07/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$661.35		
	Invoice			Date	Description		Amount		
	INV00522092		10/23/2024		SRWA supplies - Lab Supplies Sulfuric Acid		\$91.26		
	INV00510197		10/10/2024		DISPENSER		\$570.09		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$570.09		
	450 - SRWA - Operations			450.11000 (Cash)			\$91.26		
145829	11/07/2024	Open			Accounts Payable	HORRILLO, KENNETH, CRAIG	\$2,500.00		
	Invoice			Date	Description		Amount		
	39-24		10/01/2024		Asbestos & Lead Inspection- Marty Yerby Center		\$2,500.00		
	Paying Fund			Cash Account			Amount		
	258 - Housing Stimulus Funds			258.11000 (Cash)			\$2,500.00		
145830	11/07/2024	Open			Accounts Payable	HSQ INC	\$1,151.47		
	Invoice			Date	Description		Amount		
	123411-5		10/15/2024		SUPERVISORY CONTROL & DATA ACQUISITION SYSTEM MAINTENANCE		\$1,151.47		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,151.47		

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145831	11/07/2024	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	\$818.66		
	Invoice		Date	Description		Amount			
	35648614		10/10/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$86.01			
	35648615		10/10/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$63.35			
	35648616		10/10/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$505.06			
	35686930		10/15/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$46.92			
	35686931		10/15/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$93.85			
	35686932		10/15/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$23.47			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$818.66			
145832	11/07/2024	Open			Accounts Payable	JARVIS FAY LLP	\$33,275.00		
	Invoice		Date	Description		Amount			
	19139		07/31/2024	SPECIAL COUNSEL SERVICES FOR LEGAL RENDERED REGARDING SEWER RATE		\$9,235.50			
	19390		09/30/2024	SPECIAL COUNSEL SERVICES		\$18,203.00			
	19268		08/31/2024	SPECIAL COUNSEL SERVICES FOR LEGAL RENDERED REGARDING SEWER RATE		\$5,836.50			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$33,275.00			
145833	11/07/2024	Open			Accounts Payable	JOAQUIN ROSE, INC, B & B FLUID POWER	\$546.84		
	Invoice		Date	Description		Amount			
	00280893		10/28/2024	HOSES		\$546.84			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$546.84			
145834	11/07/2024	Open			Accounts Payable	JORGENSEN & CO INC	\$431.16		
	Invoice		Date	Description		Amount			
	6155095		09/30/2024	FIRE STATION #4 - FIRE EXT ANNUAL MAINT (2) QTY		\$62.59			
	6155089		09/30/2024	FIRE STATION #1 - FIRE EXT ANNUAL MAINT (10) QTY		\$368.57			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$431.16			
145835	11/07/2024	Open			Accounts Payable	Lhoist North America of Arizona, Inc.	\$9,489.48		
	Invoice		Date	Description		Amount			
	1102423004		10/26/2024	SRWA SUPPLY AND DELIVERY OF Hydrated Lime 10.26.24		\$9,489.48			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$9,489.48			
145836	11/07/2024	Open			Accounts Payable	LIFTNOW Automotive Equipment Corp	\$789.00		
	Invoice		Date	Description		Amount			
	COT-1328-2		10/22/2024	TRAVEL TIME AND LABOR		\$789.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$789.00			

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145837	11/07/2024	Open			Accounts Payable	Linde Inc.	\$9,500.00		
	Invoice		Date	Description		Amount			
	46070677		10/30/2024	SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE 10.30.24		\$9,500.00			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$9,500.00			
145838	11/07/2024	Open			Accounts Payable	LINDSAY CORPORATION DBA ELECSYS INTERNATIONAL, LLC	\$70.00		
	Invoice		Date	Description		Amount			
	SIP-E204195		10/21/2024	OCTOBER 2024 SAT DATA SERVICES		\$70.00			
	Paying Fund			Cash Account		Amount			
	416 - Recycled Water Sales			416.11000 (Cash)		\$70.00			
145839	11/07/2024	Open			Accounts Payable	MAGIC SANDS MOBILE HOME PARK	\$250.78		
	Invoice		Date	Description		Amount			
	November 2024		10/21/2024	MOBILE HOME RENT SUBSIDY PROGRAM NOV 2024		\$250.78			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$250.78			
145840	11/07/2024	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$150,082.72		
	Invoice		Date	Description		Amount			
	53168		09/29/2024	23-067 Design Services for Roads CIP Task Order 3-9/29/24		\$136,234.29			
	52892		09/29/2024	23-052 Mark Thomas Task Order No2 for Roads Prog-Geer Rd-9/29/24		\$13,848.43			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$150,082.72			
145841	11/07/2024	Open			Accounts Payable	MODESTO STEEL INC	\$2,497.64		
	Invoice		Date	Description		Amount			
	448760		10/16/2024	MATERIAL FOR DECANT TANK		\$2,497.64			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,497.64			
145842	11/07/2024	Open			Accounts Payable	NAPA AUTO PARTS	\$87.95		
	Invoice		Date	Description		Amount			
	826829		09/30/2024	EC2328 ECH PIGTAIL ASSEMBLY ()		\$56.26			
	826835		09/30/2024	RETURN OF PARTS Credit for Orig1041-787671,1041-826233,1041-6733		(\$72.88)			
	827870		10/23/2024	DEF		\$104.57			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$104.57			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		(\$16.62)			
145843	11/07/2024	Open			Accounts Payable	National Coating & Lining Co	\$96,964.03		
	Invoice		Date	Description		Amount			
	PP1/CP 23-027		09/30/2024	23-027 Secondary Clarifier No. 4 Recoating-9/30/24		\$7,823.80			
	PP2/23-037		10/31/2024	23-027 Secondary Clarifier No. 4 Recoating-10/31/24		\$89,140.23			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$96,964.03			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145844	11/07/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$927.22		
	Invoice		Date	Description		Amount			
	8577-434582		10/28/2024	Stabilizer Bar Link		\$91.14			
	8577-434614		10/28/2024	SWAY BAR LINKS		\$41.26			
	8577-434627		10/28/2024	11LB WHITE EURO-PASTE -Credit for Orig 434198		(\$45.14)			
	8577-434624		10/28/2024	11LB WHITE EURO-PASTE-Credit for Orig 434197		(\$45.14)			
	8577-434642		10/28/2024	fitting-Credit for Orig 434641		(\$17.65)			
	8577-434641		10/28/2024	#8 FITTING		\$17.65			
	8577-434644		10/28/2024	RAD FAN ASSEMBLY		\$123.62			
	8577-434646		10/28/2024	FITTING		\$26.30			
	8577-434650		10/28/2024	WATER PUMP AND BELT		\$128.33			
	8577-434669		10/28/2024	FITTING		\$41.41			
	8577-434663		10/28/2024	TIRE PASTE		\$46.71			
	8577-434662		10/28/2024	TIRE PASTE		\$46.71			
	8577-434678		10/29/2024	BAT-MARINE DEEP CYCL		\$126.84			
	8577-434681		10/29/2024	AC FITTING 1 EA FCTR		\$9.05			
	8577-434683		10/29/2024	FEL 421 O-RING		\$4.43			
	8577-434685		10/29/2024	BRK PAD-FRONTLINE SD		\$48.91			
	8577-434694		10/29/2024	SIDE VIEW MIRROR		\$68.71			
	8577-434713		10/29/2024	battery-Credit for Orig 433572		(\$47.80)			
	8577-334729		10/29/2024	RADIATOR		\$304.68			
	8577-434731		10/29/2024	RADIATOR		\$261.88			
	8577-434730		10/29/2024	RADIATOR-Credit for Orig		(\$304.68)			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$295.29			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$244.46			
	420 - WATER			420.11000 (Cash)		\$261.88			
	426 - Transit			426.11000 (Cash)		\$124.02			
	505 - Fleet			505.11000 (Cash)		\$1.57			
145845	11/07/2024	Open			Accounts Payable	Northstar Chemical	\$6,631.08		
	Invoice		Date	Description		Amount			
	295521		10/23/2024	FERRIC CHLORIDE FOR WATER WELL #38		\$6,631.08			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$6,631.08			
145846	11/07/2024	Open			Accounts Payable	NUTRIEN AG SOLUTIONS, INC.	\$1,860.21		
	Invoice		Date	Description		Amount			
	55796791		10/17/2024	CHEETAH PRO HERBICIDE		\$1,860.21			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$1,860.21			
145847	11/07/2024	Open			Accounts Payable	OLD REPUBLIC TITLE CO	\$555.00		
	Invoice		Date	Description		Amount			
	1614028954-SR		10/04/2024	Title Fees-506 N. Thor Street		\$555.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$555.00			
145848	11/07/2024	Open			Accounts Payable	Operational Technical Services, LLC	\$4,110.00		
	Invoice		Date	Description		Amount			
	4546		10/23/2024	SRWA - Senior Operator MC 10.21.24 - 10.23.24		\$4,110.00			
	Paying Fund			Cash Account		Amount			

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	450 - SRWA - Operations			450.11000 (Cash)			\$4,110.00		
145849	11/07/2024	Open			Accounts Payable	OREILLY AUTO PARTS	\$237.07		
	Invoice		Date	Description		Amount			
	2800-482511		10/28/2024	DOR 601-175	STRG WHL SNR	\$55.54			
	2800-482519		10/28/2024	DOR 751-786	WIN REG ASY	\$181.53			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$181.53			
	246 - Landscape Assessment			246.11000 (Cash)		\$55.54			
145850	11/07/2024	Open			Accounts Payable	OWEN EQUIPMENT SALES	\$2,287.22		
	Invoice		Date	Description		Amount			
	00065284		10/22/2024	4 INCH AUGER		\$2,287.22			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,287.22			
145851	11/07/2024	Open			Accounts Payable	P G & E	\$40.22		
	Invoice		Date	Description		Amount			
	REC 10/23/24		10/23/2024	2749172768-4 / 144 S Broadway		\$7.84			
	COLUMBIA10/30/24		10/30/2024	6180280303-3 / 600 Columbia St		\$7.84			
	HIGH 10/30/24		10/30/2024	0221941093-9 / 595 High St		\$7.84			
	R.BOESCH10/30/24		10/30/2024	4388605407-1 / 275 N Orange		\$16.70			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$40.22			
145852	11/07/2024	Open			Accounts Payable	PRICE FORD OF TURLOCK INC	\$2,245.47		
	Invoice		Date	Description		Amount			
	99041		10/29/2024	OP17-616 AC REPAIR		\$2,245.47			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,245.47			
145853	11/07/2024	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP INC	\$86,381.70		
	Invoice		Date	Description		Amount			
	114172		09/30/2024	23-032 Engineering Design Services Task Order 1- 9/30/24		\$14,991.21			
	114173		10/29/2024	23-068 Design Services for Roads CIP Task Order 2 - 9/30/24		\$71,390.49			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$86,381.70			
145854	11/07/2024	Open			Accounts Payable	RAMONT'S TOW SERVICE	\$687.50		
	Invoice		Date	Description		Amount			
	250076		10/28/2024	FIRE TRUCK TOW		\$687.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$687.50			
145855	11/07/2024	Open			Accounts Payable	RDO-VERMEER, LLC	\$48.69		
	Invoice		Date	Description		Amount			
	P4241674		10/28/2024	157601001 CAP OIL BR		\$48.69			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$48.69			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145856	11/07/2024	Open			Accounts Payable	REED INC, GEORGE	\$204.46		
	Invoice		Date	Description		Amount			
	100348468		10/21/2024	ASPHALT		\$107.09			
	100347036		10/08/2024	ASPHALT		\$97.37			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$204.46			
145857	11/07/2024	Open			Accounts Payable	Ricoh USA, Inc.	\$144.50		
	Invoice		Date	Description		Amount			
	5070333146		10/18/2024	SRWA - Copy/Printer Machine Maint October 2024		\$144.50			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$144.50			
145858	11/07/2024	Open			Accounts Payable	ROBIC REFRIGERATION INC	\$333.79		
	Invoice		Date	Description		Amount			
	0000032239		10/17/2024	ST#32 - ICE MACHINE		\$333.79			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$333.79			
145859	11/07/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$110.29		
	Invoice		Date	Description		Amount			
	3039301868		10/29/2024	DB5Z18472T:FRD HOSE - HEATER WATER		\$110.29			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$110.29			
145860	11/07/2024	Open			Accounts Payable	SEEGERS PRINTING INC	\$235.72		
	Invoice		Date	Description		Amount			
	0144632-IN		10/28/2024	PARKS AND RECREATION ENVELOPES (2500CT)		\$235.72			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$235.72			
145861	11/07/2024	Open			Accounts Payable	STANISLAUS COUNTY DEPT	\$2,966.73		
	Invoice		Date	Description		Amount			
	3998		10/14/2024	CNG Pumped from Public Works Morgan Rd Station Sept 2024		\$2,966.73			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$2,966.73			
145862	11/07/2024	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$163.00		
	Invoice		Date	Description		Amount			
	FRANK M EXAM 1		10/23/2024	FRANK MEDRANO EXAM 1 WASTE WATER TREATMENT PLANT		\$163.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$81.50			
	420 - WATER			420.11000 (Cash)		\$81.50			
145863	11/07/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$405.35		
	Invoice		Date	Description		Amount			
	102624BECCHETTI		10/31/2024	10262024 PAYROLL WITHHOLDING		\$405.35			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$405.35			

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145864	11/07/2024	Open			Accounts Payable	T I D	\$146.29		
	Invoice		Date	Description		Amount			
	092624 1827 Shad		09/26/2024	5637003297 1827 Shadow Park Dr.		\$40.20			
	100924 2065 Cody		10/09/2024	0978821449 2065 Cody Ct.		\$23.06			
	100924 570 Jason		10/09/2024	6279743328 570 Jason Dr.		\$22.53			
	101524 1205 Lamb		10/15/2024	7496040291 1205 Lambert Way #3		\$36.78			
	100924 573 Birch		10/09/2024	0826525611 573 Birchwood Way		\$23.72			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$146.29			
145865	11/07/2024	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$1,000,000.00		
	Invoice		Date	Description		Amount			
	SEPT 2024 PAYMEN		10/18/2024	OCT 2024 PAYMENT		\$1,000,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,000,000.00			
145866	11/07/2024	Open			Accounts Payable	TURLOCK UMPIRE GROUP	\$6,642.00		
	Invoice		Date	Description		Amount			
	2024-09		11/01/2024	October Fall Softball Umpires		\$6,642.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6,642.00			
145867	11/07/2024	Open			Accounts Payable	TYLER TECHNOLOGIES INC.	\$2,197.02		
	Invoice		Date	Description		Amount			
	045-484243		10/01/2024	Source Code Escrow - 10/10/24 - 10/9/25		\$2,197.02			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,757.62			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$219.70			
	420 - WATER			420.11000 (Cash)		\$219.70			
145868	11/07/2024	Open			Accounts Payable	UNITED RENTAL INC	\$1,475.06		
	Invoice		Date	Description		Amount			
	240059819-001		10/14/2024	PUMPS FOR GROUNDWATER		\$1,475.06			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,475.06			
145869	11/07/2024	Open			Accounts Payable	UNITED SAMARITANS FDT INC	\$3,684.93		
	Invoice		Date	Description		Amount			
	Draw #1		10/07/2024	Public Service-USF Food Box- FY 2024-25		\$3,684.93			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$3,684.93			
145870	11/07/2024	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$9,498.49		
	Invoice		Date	Description		Amount			
	52526478		10/28/2024	SRWA Supply & Del. Of Sodium Hydroxide 10.28.24		\$5,881.88			
	52469247		10/03/2024	WELL 30		\$388.33			
	52469520		10/03/2024	SE STORAGE TANK		\$780.20			
	52469519		10/03/2024	NW STORAGE TANK		\$674.29			
	52469521		10/03/2024	WELL 22		\$257.71			
	52469524		10/03/2024	SW STORAGE TANK		\$788.84			
	52469523		10/03/2024	WELL 20		\$727.24			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$3,616.61			

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From Payment Date: 11/1/2024 - To Payment Date: 11/7/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145871	450 - SRWA - Operations			450.11000 (Cash)			\$5,881.88		
	11/07/2024	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$349.22		
	Invoice		Date	Description		Amount			
	0131803241101		11/01/2024	Acct #131803 - Transit Center telephone		\$349.22			
145872	426 - Transit			426.11000 (Cash)			\$349.22		
	11/07/2024	Open			Accounts Payable	VEGA AMERICAS, INC.	\$1,233.01		
	Invoice		Date	Description		Amount			
	622311		09/30/2024	CONTROLLER FOR 2 CONTINUOUSLY MEASURING ANALOUGE LEVLE SENSORS		\$1,233.01			
145873	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,233.01		
	11/07/2024	Open			Accounts Payable	VWR INTERNATIONAL INC	\$1,824.78		
	Invoice		Date	Description		Amount			
	8817441172		10/24/2024	BEAKER HEAVY DUTY - LAB SUPPLIES		\$149.91			
145874	420 - WATER			420.11000 (Cash)			\$1,824.78		
	11/07/2024	Open			Accounts Payable	WARDEN'S OFFICE INC	\$825.55		
	Invoice		Date	Description		Amount			
	403749-00		10/22/2024	INSTALLATION - WORK STATIONS FOR UTILITIES BREAKROOM		\$825.55			
145875	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$412.77		
	420 - WATER			420.11000 (Cash)			\$412.78		
	11/07/2024	Open			Accounts Payable	WE CARE PROGRAM	\$3,000.00		
	Invoice		Date	Description		Amount			
145876	255 - CDBG			255.11000 (Cash)			\$3,000.00		
	Draw 1st Quarter		10/04/2024	Public Service-We Care Program-Emergency Shelter FY 2024-25		\$3,000.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$3,000.00			
145877	950 - SRWA - JPA			950.11000 (Cash)			\$99,126.73		
	11/07/2024	Open			Accounts Payable	WEST YOST ASSOCIATES	\$99,126.73		
	Invoice		Date	Description		Amount			
	2060299		09/30/2024	SRWA - Program Mgmt Services for 2024-25 September 2024		\$99,126.73			
145877	625 - Successor Agency - LMI			625.11000 (Cash)			\$639.26		
	11/07/2024	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	\$639.26		
	Invoice		Date	Description		Amount			
	November 2024		10/18/2024	MOBILE HOME RENT SUBSIDY PROGRAM NOV 2024		\$639.26			
145877	625 - Successor Agency - LMI			625.11000 (Cash)			\$639.26		
	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
145878	11/07/2024	Open			Accounts Payable	BENNER, KRISTY	\$100.00		
	Invoice		Date	Description		Amount			
	2024-00063741		10/29/2024	A/C REFUND		\$100.00			
	Paying Fund			Cash Account		Amount			
	203 - Animal Fee Forfeiture			203.11000 (Cash)		\$100.00			
145879	11/07/2024	Open			Accounts Payable	Bertram, Brandon	\$64.00		
	Invoice		Date	Description		Amount			
	TR 5054 Per Diem		10/29/2024	Prisoner Extradition, Tucson AZ		\$64.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$64.00			
145880	11/07/2024	Open			Accounts Payable	GIPSON, TAMMICA	\$100.00		
	Invoice		Date	Description		Amount			
	2025-00027193		10/28/2024	A/C REFUND		\$100.00			
	Paying Fund			Cash Account		Amount			
	203 - Animal Fee Forfeiture			203.11000 (Cash)		\$100.00			
145881	11/07/2024	Open			Accounts Payable	HERNANDEZ, HENRY	\$242.00		
	Invoice		Date	Description		Amount			
	TR 5049 PER DIEM		11/01/2024	CNOA, 11/23/24 - 11/26/24, INDIAN WELLS		\$242.00			
	Paying Fund			Cash Account		Amount			
	201 - Asset Forfeiture			201.11000 (Cash)		\$242.00			
145882	11/07/2024	Open			Accounts Payable	Moreno, Isaac	\$700.00		
	Invoice		Date	Description		Amount			
	FY 24/25-PROFDEV		10/28/2024	Prof Dev FY 24/25 Isaac Moreno		\$700.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$700.00			
145883	11/07/2024	Open			Accounts Payable	Samol, Jeff	\$264.00		
	Invoice		Date	Description		Amount			
	TR5022PerDiem		10/28/2024	Rockwell Automation Fair 11/17/24 - 11/21/24		\$264.00			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$264.00			
145884	11/07/2024	Open			Accounts Payable	Samol, Jeff	\$451.71		
	Invoice		Date	Description		Amount			
	TR5022Mileage		10/28/2024	Rockwell Automation Fair 11/17/24 - 11/21/24		\$451.71			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$451.71			
145885	11/07/2024	Open			Accounts Payable	SOLECON INDUSTRIAL CONTRACTORS, INC.	\$4,950.00		
	Invoice		Date	Description		Amount			
	EP 18-072E		11/03/2024	EP 18-072E IMP SEC REFUND 208 E OLIVE AVE		\$4,950.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,950.00			
145886	11/07/2024	Open			Accounts Payable	TRIPLE J CONSTRUCTION	\$1,100.00		
	Invoice		Date	Description		Amount			
	EP 23-137C		11/03/2024	EP 23-137C IMP SECURITY REFUND		\$1,100.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,100.00			

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From Payment Date: 11/1/2024 - To Payment Date: 11/7/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145887	11/07/2024	Open			Accounts Payable	TRIPLE J CONSTRUCTION	\$1,100.00		
	Invoice		Date	Description		Amount			
	EP 24-098C		11/03/2024	EP 24-098C IMP SECURITY REFUND		\$1,100.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,100.00			
145888	11/07/2024	Open			Accounts Payable	Ulrich, Matthew	\$64.00		
	Invoice		Date	Description		Amount			
	TR 5054 Per Diem		10/29/2024	Prisoner Extradition, Tucson AZ		\$64.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$64.00			
145889	11/07/2024	Open			Accounts Payable	VILLAPUDUA , ROBERT	\$242.00		
	Invoice		Date	Description		Amount			
	TR 5049 PER DIEM		11/01/2024	CNOA, 11/23/24 - 11/26/24, INDIAN WELLS		\$242.00			
	Paying Fund			Cash Account		Amount			
	201 - Asset Forfeiture			201.11000 (Cash)		\$242.00			
Type Check Totals:					98 Transactions		\$1,706,608.79		
AP - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	98	\$1,706,608.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	98	\$1,706,608.79	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	98	\$1,706,608.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	98	\$1,706,608.79	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	98	\$1,706,608.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	98	\$1,706,608.79	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	98	\$1,706,608.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	98	\$1,706,608.79	\$0.00

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From Payment Date: 11/8/2024 - To Payment Date: 11/14/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
145890	11/13/2024	Open			Utility Management Refund	ANVARI, CYRUS	\$214.27		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		206660-002	MOVE-OUT CREDIT	11/12/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$214.27			
145891	11/13/2024	Open			Utility Management Refund	JKB LIVING	\$19.54		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001606-001	MOVE-OUT CREDIT	11/12/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$17.75			
	420 - WATER			420.11000 (Cash)		\$1.79			
145892	11/14/2024	Open			Accounts Payable	142 W. Main Street, LLC DBA CUTS STEAKHOUSE	\$1,750.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	1st Payment-TBD		11/01/2024	1st Payment - Cuts Steakhouse- Bus. Dev. Program		\$1,750.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
145893	11/14/2024	Open			Accounts Payable	A-Z BUS SALES INC	\$255.94		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	INVSAC26831		11/01/2024	3300456 LAMP-RED CLEARANCE/MARKER		\$44.86			
	INVSAC26885		11/04/2024	7154061210 6 RIB 121" BELT		\$211.08			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	426 - Transit			426.11000 (Cash)		\$255.94			
145894	11/14/2024	Open			Accounts Payable	AIRGAS NCN	\$1,591.01		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	5512114958		10/31/2024	WQC SUPPLIES		\$1,523.54			
	5512114768		10/31/2024	RENT CYL IND LARGE HELIUM		\$67.47			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,591.01			
145895	11/14/2024	Open			Accounts Payable	ALEGRIA BALLROOM DANCE ACADEMY	\$1,750.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	1st Payment-TBD		11/01/2024	1st Payment - Alegria Ballroom - Bus. Dev. Program		\$1,750.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
145896	11/14/2024	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$4,859.12		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	INV4224		10/24/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$230.70			
	INV4227		10/24/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$12.71			
	INV3443		08/15/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$1,365.31			
	INV4351		11/07/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$184.66			
	INV4348		11/07/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$635.46			
	INV4223		10/24/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$123.62			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	INV4367		11/08/2024		SHIPPING & RECEIVING GENERAL SUPPLIES		\$462.53		
	INV4326		11/05/2024		ALLEGIANCE - JANITORIAL SUPPLIES		\$728.14		
	INV4225		10/24/2024		ALLEGIANCE - JANITORIAL SUPPLIES		\$322.83		
	INV4349		11/07/2024		ALLEGIANCE - JANITORIAL SUPPLIES		\$101.02		
	INV4350		11/07/2024		ALLEGIANCE - JANITORIAL SUPPLIES		\$285.68		
	INV3734		09/11/2024		ALLEGIANCE - JANITORIAL SUPPLIES		\$325.88		
	INV3735		09/11/2024		ALLEGIANCE - JANITORIAL SUPPLIES		\$49.88		
	INV3296		07/31/2024		ALLEGIANCE - JANITORIAL SUPPLIES		\$30.70		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,859.12		
145897	11/14/2024	Open			Accounts Payable	AMERICA'S AUTO GLASS	\$243.80		
	Invoice		Date		Description		Amount		
	00005471		11/04/2024		ST19-7189 NEW TINTED WINDSHIELD		\$243.80		
	Paying Fund				Cash Account		Amount		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$243.80		
145898	11/14/2024	Open			Accounts Payable	AMERICAN VALLEY WASTE OIL INC	\$270.00		
	Invoice		Date		Description		Amount		
	216703		11/01/2024		OIL DISPOSAL		\$270.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$54.00		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$54.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$108.00		
	420 - WATER				420.11000 (Cash)		\$54.00		
145899	11/14/2024	Open			Accounts Payable	ANGI ENERGY SYSTEMS, LLC	\$35,648.69		
	Invoice		Date		Description		Amount		
	034078		09/17/2024		Replace ANGI NG50 Slow Fill CNG Equipment		\$35,648.69		
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$35,648.69		
145900	11/14/2024	Open			Accounts Payable	Animal Damage Management, Inc	\$4,792.50		
	Invoice		Date		Description		Amount		
	370054		11/04/2024		GOPHER CONTROL- NOVEMBER 2024		\$4,792.50		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,645.00		
	246 - Landscape Assessment				246.11000 (Cash)		\$1,147.50		
145901	11/14/2024	Open			Accounts Payable	AT&T MOBILITY	\$4,131.69		
	Invoice		Date		Description		Amount		
	4412X09272024		09/19/2024		SEPT 2024 - AIRCARDS		\$562.19		
	4412X10272024		10/19/2024		OCT 2024 - AIRCARDS		\$562.99		
	7897X10272024		10/19/2024		WIRELESS CHARGES FOR FIRE IPADS - OCT 2024		\$292.37		
	6865X10272024		10/19/2024		POLICE SEP 20 - OCT 19		\$2,714.14		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$4,131.69		
145902	11/14/2024	Open			Accounts Payable	AT&T/SBC	\$127.92		
	Invoice		Date		Description		Amount		
	RELAY 11/1/24		11/01/2024		Acct# 248 134-2929 655 9/ California Relay Srvc TDD		\$4.30		
	FIRE10/1+11/1/24		11/01/2024		Acct# 233 841-5391 333 1/ Fire Dept		\$123.62		
	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
145903	110 - General Fund			110.11000 (Cash)			\$127.92		
	11/14/2024	Open			Accounts Payable	B & V Commercial Cleaning, Inc	\$2,848.62		
	Invoice		Date	Description		Amount			
	3216		11/01/2024	SRWA - Janitorial Cleaning Service October 2024		\$2,848.62			
	Paying Fund			Cash Account		Amount			
145904	950 - SRWA - JPA			950.11000 (Cash)			\$2,848.62		
	11/14/2024	Open			Accounts Payable	BARNES WELDING SUPPLY	\$32.29		
	Invoice		Date	Description		Amount			
	0091674024		10/31/2024	WELDING SUPPLIES FOR WQC		\$32.29			
	Paying Fund			Cash Account		Amount			
145905	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$32.29		
	11/14/2024	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$709.10		
	Invoice		Date	Description		Amount			
	276443		11/04/2024	BRAKE PADS		\$114.94			
	276517		11/06/2024	23382215 MODULE		\$118.89			
145906	276523		11/07/2024	84474523 (S)BOOSTER		\$475.27			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$594.16		
	426 - Transit			426.11000 (Cash)			\$114.94		
	11/14/2024	Open			Accounts Payable	BOSS BABES GLOBAL, INC. DBA LUX LOUNGE	\$1,750.00		
145907	Invoice		Date	Description		Amount			
	1st Payment-TBD		11/01/2024	1st Payment - Lux Lounge - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	11/14/2024	Open			Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	\$150.00		
145908	Invoice		Date	Description		Amount			
	TP24005990		10/28/2024	CONFIDENTIAL VICTIM EXPENSE E6600106802701		\$150.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$150.00		
	11/14/2024	Open			Accounts Payable	CENTRAL SANITARY SUPPLY LLC dba BRADY INDUSTRIES	\$237.11		
145909	Invoice		Date	Description		Amount			
	9376055		10/23/2024	JANITORIAL PAPER & CLEANING SUPPLIES		\$237.11			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$237.11		
	11/14/2024	Open			Accounts Payable	CENTRAL VALLEY BUSINESS FORMS	\$1,066.76		
145909	Invoice		Date	Description		Amount			
	255582		10/04/2024	ADMIN CITATION		\$1,066.76			
	Paying Fund			Cash Account		Amount			
110 - General Fund			110.11000 (Cash)			\$1,066.76			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145910	11/14/2024	Open			Accounts Payable	Chemtrade Chemicals Corp DBA Chemtrade Chemicals	\$3,892.11		
	Invoice		Date	Description		Amount			
	90166985		10/31/2024	SRWA SUPPLY AND DELIVERY OF Aluminum Sulfate 10.31.24		\$3,892.11			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$3,892.11			
145911	11/14/2024	Open			Accounts Payable	City Management Advisors,LLC DBA Peckham& McKenney	\$24,999.00		
	Invoice		Date	Description		Amount			
	1A		08/19/2024	CBO Executive Recruitment 2024		\$8,333.00			
	2A		09/18/2024	CBO Executive Recruitment 2024		\$8,333.00			
	3A		11/07/2024	CBO Executive Recruitment 2024		\$8,333.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$24,999.00			
145912	11/14/2024	Open			Accounts Payable	CITY OF MODESTO	\$10,067.25		
	Invoice		Date	Description		Amount			
	151663		10/29/2024	FLEET MAINTENANCE SEPT 2024		\$10,067.25			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$10,067.25			
145913	11/14/2024	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$2,690.00		
	Invoice		Date	Description		Amount			
	36505236		11/06/2024	SRWA Pest/Weed Control Services Monthly Weed October 2024		\$2,370.00			
	36226272		10/29/2024	SRWA Pest/Weed Control Services Monthly Pest November 2024		\$320.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$2,690.00			
145914	11/14/2024	Open			Accounts Payable	CODE PUBLISHING COMPANY	\$241.50		
	Invoice		Date	Description		Amount			
	GCI0015895		11/15/2024	Municipal Code Web Update - 1315-CS		\$241.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$241.50			
145915	11/14/2024	Open			Accounts Payable	CONDOR EARTH TECH INC	\$2,492.10		
	Invoice		Date	Description		Amount			
	91354		10/15/2024	Site Visit with Micheline MS4 Trash Support		\$2,492.10			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,492.10			
145916	11/14/2024	Open			Accounts Payable	Confluence Engineering Group LLC	\$6,353.00		
	Invoice		Date	Description		Amount			
	27-1024TKWQ2		10/31/2024	PROF SERV THROUGH 10/1- 10/31/24		\$6,353.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$6,353.00			
145917	11/14/2024	Open			Accounts Payable	COUNTRYSIDE TIRE & BRAKE	\$119.00		
	Invoice		Date	Description		Amount			
	04-237917		10/28/2024	288 ALIGNMENT		\$119.00			

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	04-237916		10/28/2024		REVERSAL OF INVC 237915 ORD 347542 DT 10/28/24		(\$99.00)		
	04-237915		10/28/2024		FR03-288 ALIGNMENT		\$99.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$119.00		
145918	11/14/2024	Open			Accounts Payable	CRIME GUARD INC	\$6,324.00		
	Invoice		Date		Description		Amount		
	27243		11/01/2024		LIVE MONITORING; DONNELLY PARK; 10/01-10/31/2024		\$868.00		
	27241		11/01/2024		LIVE MONITORING; CORP YARD; 10/01-10/31/2024		\$1,116.00		
	27240		11/01/2024		LIVE MONITORING; CENTRAL PARK; 10/01-10/31/2024		\$1,736.00		
	27239		11/01/2024		LIVE MONITORING; BROADWAY PARK; 10/01-10/31/2024		\$1,736.00		
	27242		11/01/2024		LIVE MONITORING; DENAIR PARK; 10/01-10/31/2024		\$868.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$6,324.00		
145919	11/14/2024	Open			Accounts Payable	Daniel Gray dba Gray's Tavern	\$1,750.00		
	Invoice		Date		Description		Amount		
	1st Payment-TBD		11/01/2024		1st Payment - Gray's Tavern- Bus. Dev. Program		\$1,750.00		
	Paying Fund				Cash Account		Amount		
	119 - American Rescue Plan Act				119.11000 (Cash)		\$1,750.00		
145920	11/14/2024	Open			Accounts Payable	DC FROST ASSOCIATES, INC	\$6,965.35		
	Invoice		Date		Description		Amount		
	44239		09/27/2024		FLAME ARRESTOR GASKETS		\$6,965.35		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$6,965.35		
145921	11/14/2024	Open			Accounts Payable	DOCUSCRIPT, LLC	\$891.24		
	Invoice		Date		Description		Amount		
	2718		11/01/2024		TRANSCRIPTION SERVICES FOR OCTOBER 2024		\$891.24		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$891.24		
145922	11/14/2024	Open			Accounts Payable	DOWNEY BRAND ATTORNEYS	\$2,610.00		
	Invoice		Date		Description		Amount		
	604806		08/31/2024		Specialized Legal Services thru 8-31-24		\$213.50		
	606559		09/30/2024		Specialized Legal Services thru 9-30-24		\$2,396.50		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,305.00		
	420 - WATER				420.11000 (Cash)		\$1,305.00		
145923	11/14/2024	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$299.25		
	Invoice		Date		Description		Amount		
	s6284373.001		10/23/2024		ELECTRICAL SUPPLIES		\$299.25		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$299.25		
145924	11/14/2024	Open			Accounts Payable	ENGINEERED FIRE SYST INC	\$1,000.00		
	Invoice		Date		Description		Amount		
	21875		10/31/2024		PLAN CHECKING SERVICE - OCT 2024		\$1,000.00		

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	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,000.00		
145925	11/14/2024	Open			Accounts Payable	ENTERPRISE FM TRUST	\$4,804.22		
	Invoice		Date		Description		Amount		
	FBN5181385		11/06/2024		SRWA Enterprise Leased Vehicles - November 2024		\$4,804.22		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$4,804.22		
145926	11/14/2024	Open			Accounts Payable	ENTERPRISE HOLDINGS LLC	\$2,829.34		
	Invoice		Date		Description		Amount		
	37368099		10/31/2024		SIU RENTAL FOR OCTOBER 2024		\$2,829.34		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,829.34		
145927	11/14/2024	Open			Accounts Payable	EQUIFAX	\$10.00		
	Invoice		Date		Description		Amount		
	2062917118		10/31/2024		EQUIFAX-CREDIT CHECK SERVICES FY 24/25		\$10.00		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$10.00		
145928	11/14/2024	Open			Accounts Payable	FARM HOUSE LLC	\$1,750.00		
	Invoice		Date		Description		Amount		
	1st Payment-TBD		11/01/2024		1st Payment - Farm House - Bus. Dev. Program		\$1,750.00		
	Paying Fund				Cash Account		Amount		
	119 - American Rescue Plan Act				119.11000 (Cash)		\$1,750.00		
145929	11/14/2024	Open			Accounts Payable	FASTENAL COMPANY INC	\$2,427.51		
	Invoice		Date		Description		Amount		
	CATUR194805		10/31/2024		NUTS AND BOLTS		\$658.51		
	CATUR193760		08/29/2024		PART #2112241		\$195.06		
	CATUR193888		09/16/2024		SHIPPING & RECEIVING GENERAL SUPPLIES		\$363.99		
	CATUR194842		11/08/2024		SHIPPING & RECEIVING GENERAL SUPPLIES		\$234.41		
	CATUR194821		10/31/2024		SHIPPING & RECEIVING GENERAL SUPPLIES		\$234.41		
	CATUR194700		10/25/2024		SHIPPING & RECEIVING GENERAL SUPPLIES		\$741.13		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$164.64		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$82.32		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,738.56		
	420 - WATER				420.11000 (Cash)		\$277.37		
	426 - Transit				426.11000 (Cash)		\$164.62		
145930	11/14/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$1,077.31		
	Invoice		Date		Description		Amount		
	8-676-30885		11/08/2024		SHIPPING CHARGES FOR 11/8/24		\$1,077.31		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,034.60		
	255 - CDBG				255.11000 (Cash)		\$42.71		
145931	11/14/2024	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	\$9,576.00		
	Invoice		Date		Description		Amount		
	5561		11/01/2024		SRWA - Unarmed Security Services November 2024		\$9,576.00		
	Paying Fund				Cash Account		Amount		

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145932	950 - SRWA - JPA			950.11000 (Cash)			\$9,576.00		
	11/14/2024	Open			Accounts Payable	GARTON TRACTOR INC	\$2.94		
	Invoice		Date	Description		Amount			
	P5170201		10/31/2024	4847092 GASKET		\$2.94			
	Paying Fund			Cash Account		Amount			
145933	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2.94		
	11/14/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$908.00		
	Invoice		Date	Description		Amount			
	K4J2310		10/23/2024	SRWA LABORATORY ANALYSIS SERVICES 10.23.24		\$229.00			
	K4J2405		10/24/2024	SRWA LABORATORY ANALYSIS SERVICES 10.24.24		\$180.00			
	K4J2808		10/28/2024	SRWA LABORATORY ANALYSIS SERVICES 10.28.24		\$45.00			
	K4J2906		10/29/2024	SRWA LABORATORY ANALYSIS SERVICES 10.29.24		\$45.00			
	K4J3002		10/30/2024	SRWA LABORATORY ANALYSIS SERVICES 10.30.24		\$229.00			
	K4J3107		10/31/2024	SRWA LABORATORY ANALYSIS SERVICES 10.31.24		\$180.00			
	Paying Fund			Cash Account		Amount			
145934	950 - SRWA - JPA			950.11000 (Cash)			\$908.00		
	11/14/2024	Open			Accounts Payable	GILLIG LLC	\$852.07		
	Invoice		Date	Description		Amount			
	41237979		11/01/2024	82-77070-000 2 EA KIT, SEATBELT 3 PT, 3 WIRE, AM80 BL		\$852.07			
	Paying Fund			Cash Account		Amount			
145935	426 - Transit			426.11000 (Cash)			\$852.07		
	11/14/2024	Open			Accounts Payable	Glitz Fine Clothing dba Glitz Fine Clothing LLC	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		11/01/2024	1st Payment - Glitz Clothing - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
145936	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	11/14/2024	Open			Accounts Payable	Goldfarb & Lipman LLP	\$3,273.00		
	Invoice		Date	Description		Amount			
	474712		08/12/2024	July 2024		\$1,752.00			
	475426		09/13/2024	August 2024		\$1,521.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$535.32			
	258 - Housing Stimulus Funds			258.11000 (Cash)		\$365.00			
145937	260 - PLHA-PermanentLocalHousingAlloc			260.11000 (Cash)			\$2,372.68		
	11/14/2024	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$35,023.39		
	Invoice		Date	Description		Amount			
	84881		10/31/2024	CUST #24090 - Fuel Expense for 10/16/24 - 10/31/24		\$34,035.25			
	84643		10/23/2024	Fuel for Fire #3		\$988.14			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$15,678.89			
	205 - Sports Facilities			205.11000 (Cash)		\$393.51			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$2,381.00			
	246 - Landscape Assessment			246.11000 (Cash)		\$2,488.47			
	255 - CDBG			255.11000 (Cash)		\$84.86			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$7,405.14			

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145938	420 - WATER			420.11000 (Cash)			\$3,115.88		
	426 - Transit			426.11000 (Cash)			\$2,888.89		
	450 - SRWA - Operations			450.11000 (Cash)			\$586.75		
	11/14/2024	Open			Accounts Payable	GRAINGER INC, W W	\$3,068.78		
	Invoice		Date	Description		Amount			
	9293805561		10/24/2024	FLEXIBLE METAL HOSE		\$104.17			
	9289977150		10/22/2024	SEWAGE PUMP		\$2,205.65			
	9299704834		10/30/2024	HANDHELD BLOWER		\$139.25			
	9306523623		11/07/2024	KEY BLANK,H75, DA36,PK25		\$44.69			
	9293566395		10/24/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$265.72			
145939	9265500422		10/30/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$14.85			
	9300539237		10/31/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$294.45			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$44.69			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,024.09			
	11/14/2024	Open			Accounts Payable	GREEN HORIZON INC	\$2,512.50		
	Invoice		Date	Description		Amount			
	44448		11/01/2024	SRWA - Landscape Services-Green Horizon October 2024		\$1,580.00			
	44255		11/01/2024	Landscape Services-829-831 Vermont Ave October 2024 Services		\$130.00			
	44258		11/01/2024	Landscape Services-1205 Lambert Stop Service Oct. 11		\$77.50			
145940	44261		11/01/2024	Landscape Services-573 Birchwood Way October Services		\$165.00			
	44260		11/01/2024	Landscape Services-901 High Street October Services		\$165.00			
	44259		11/01/2024	Landscape Services-- 2065 Cody Ct. October 2024 Services		\$165.00			
	44257		11/01/2024	Landscape Services-1827 Shadow Park Dr. October 2024 Services		\$130.00			
	44256		11/01/2024	Landscape Services-570 Jason Dr.- October 2024 services		\$100.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$932.50			
	950 - SRWA - JPA			950.11000 (Cash)		\$1,580.00			
	11/14/2024	Open			Accounts Payable	GREEN RUBBER - KENNEDY AG	\$21.46		
	Invoice		Date	Description		Amount			
145941	M-516388		10/31/2024	SRWA Supplies - Camlock Fittings		\$21.46			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$21.46			
	11/14/2024	Open			Accounts Payable	Guarantee Janitorial Service	\$2,431.41		
	Invoice		Date	Description		Amount			
	3074		11/01/2024	Bus Stop Cleaning and Waste Removal 10/16/24-10/31/24		\$2,431.41			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$2,431.41			

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145942	11/14/2024	Open			Accounts Payable	HACH COMPANY	\$3,111.99		
	Invoice		Date	Description		Amount			
	14223788		10/15/2024	LABORATORY AND PROCESS INSTRUMENT PARTS AND SERVICES		\$1,226.93			
	14208767		10/02/2024	LABORATORY AND PROCESS INSTRUMENT PARTS AND SERVICES		\$527.66			
	14245938		11/01/2024	SRWA Supplies - PH Combination Sensors		\$1,357.40			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,754.59			
	450 - SRWA - Operations			450.11000 (Cash)		\$1,357.40			
145943	11/14/2024	Open			Accounts Payable	HARDERS PRINT SHOP INC	\$438.85		
	Invoice		Date	Description		Amount			
	77493		11/04/2024	PLAYGROUND INSPECTION LISTS		\$438.85			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$438.85			
145944	11/14/2024	Open			Accounts Payable	Harris & Associates, Inc.	\$605.00		
	Invoice		Date	Description		Amount			
	64905		10/17/2024	On-Call Assessment District Services - 8/25/24 - 9/28/24		\$605.00			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$605.00			
145945	11/14/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$937.87		
	Invoice		Date	Description		Amount			
	INV00527263		10/29/2024	SRWA supplies - Buffer & Ozone Reagent		\$606.55			
	INV00527353		10/29/2024	SRWA supplies - Pipettes		\$57.17			
	00523900		10/25/2024	METER BOX LID		\$149.78			
	00521600		10/23/2024	METER BOX LID		\$124.37			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$274.15			
	450 - SRWA - Operations			450.11000 (Cash)		\$663.72			
145946	11/14/2024	Open			Accounts Payable	HILMAR LUMBER INC	\$2,486.47		
	Invoice		Date	Description		Amount			
	692805		10/31/2024	FLDING KNIFE, STRAP, TIE DOWN WQC SUPPLIES		\$55.99			
	692898		10/31/2024	WQC SUPPLIES		\$147.27			
	693230		11/02/2024	WQC SUPPLIES		\$331.35			
	693199		11/02/2024	WQC SUPPLIES		\$713.10			
	693309		11/04/2024	WQC SUPPLIES		\$207.19			
	693058		01/01/2024	IPS STEEL FLANGE / FLANGE GASKET		\$126.43			
	692274		10/28/2024	WQC SUPPLIES		\$672.62			
	692464		10/29/2024	HEX CAP SCREW, STEEL FLANGE		\$232.52			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,486.47			
145947	11/14/2024	Open			Accounts Payable	HILMAR READY MIX	\$151.30		
	Invoice		Date	Description		Amount			
	12902		10/21/2024	2965 DELARNA CT		\$80.91			
	12922		10/29/2024	761 NEWCOMB / STORM		\$70.39			
	Paying Fund			Cash Account		Amount			

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145948	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$151.30		
	11/14/2024	Open			Accounts Payable	HOLT OF CALIFORNIA INC	\$5,306.79		
	Invoice		Date	Description		Amount			
	SW030133281		10/26/2024	EMERGENCY GENERATOR (SERIAL #3024705)-		\$1,226.73			
	SW030133265		10/25/2024	SEMI-ANNUAL PM 1-Oct. 2024		\$2,040.03			
	SW030133280		10/26/2024	LIEBERT-TOWERSITE -UPS ANNUAL SERVICE -Oct. 2024		\$2,040.03			
	Paying Fund			Cash Account		Amount			
145949	110 - General Fund			110.11000 (Cash)			\$5,306.79		
	11/14/2024	Open			Accounts Payable	HOUSE OF RANDOM	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		11/01/2024	1st Payment - House of Random - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	11/14/2024	Open			Accounts Payable	HSI MECHANICAL INC	\$6,488.81		
145950	Invoice		Date	Description		Amount			
	18418		10/31/2024	EMERGENCY BUS REPAIR ON FRAME		\$6,488.81			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)			\$6,488.81		
	11/14/2024	Open			Accounts Payable	HSQ INC	\$18,030.00		
	Invoice		Date	Description		Amount			
	123411-6		11/05/2024	SUPERVISORY CONTROL & DATA ACQUISITION SYSTEM MAINTENANCE		\$18,030.00			
145951	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$9,015.00		
	420 - WATER			420.11000 (Cash)			\$9,015.00		
	11/14/2024	Open			Accounts Payable	I AM YOGA WELLNESS STUDIO	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		11/01/2024	1st Payment - I Am Yoga - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
145952	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	11/14/2024	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	\$167.02		
	Invoice		Date	Description		Amount			
	35505720		09/26/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$131.25			
	35224353		08/08/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$35.77			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$167.02		
145953	11/14/2024	Open			Accounts Payable	INDUSTRIAL ELECTRICAL CO.	\$5,146.42		
	Invoice		Date	Description		Amount			
	SI034435		09/30/2024	WATER WELL MOTOR REPAIR SERVICES		\$4,288.16			
	SI-034453		10/03/2024	WATER WELL MOTOR REPAIR SERVICES		\$858.26			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$858.26		
	420 - WATER			420.11000 (Cash)			\$4,288.16		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145955	11/14/2024	Open			Accounts Payable	Infrerra Construction Mgmt Group, Inc	\$1,481.76		
	Invoice		Date	Description		Amount			
	24115		09/30/2024	SRWA - Construction Management 2024-25 September 2024		\$1,481.76			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$1,481.76			
145956	11/14/2024	Open			Accounts Payable	J A MOMANEY SERVICES INC	\$23,636.80		
	Invoice		Date	Description		Amount			
	185155		11/05/2024	LEOTEK LED FIXTURE		\$23,636.80			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$23,636.80			
145957	11/14/2024	Open			Accounts Payable	JCS PROPERTIES INC.	\$1,987.40		
	Invoice		Date	Description		Amount			
	October 2024		09/13/2024	Mobile Rent Subsidy Program FY 2024-25- Sun Garden		\$993.70			
	November 2024		10/18/2024	Mobile Rent Subsidy Program FY 2024-25- Sun Garden		\$993.70			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$1,987.40			
145958	11/14/2024	Open			Accounts Payable	Joe Camara dba Camara's Clothier	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		11/01/2024	1st Payment - Camara's Clothier - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
145959	11/14/2024	Open			Accounts Payable	JORGENSEN & CO INC	\$48.18		
	Invoice		Date	Description		Amount			
	6161195		11/06/2024	CREDIT MEMO FOR INV#6130219		(\$245.00)			
	6161298		11/07/2024	PSF - ANNUAL MAINTENANCE (14) QTY - CORRECTION TO INV#6130219		\$112.00			
	6161286		11/07/2024	CREDIT MEMO FOR INV#6129064		(\$304.72)			
	6161463		11/08/2024	TRANSIT-ANNUAL FIRE EXT MAINT (16) QTY- CORRECTION TO INV#6129064		\$265.29			
	6148807		08/27/2024	FLEET CNG - ANNUAL FIRE EXT MAINT (17) QTY		\$243.73			
	6161192		11/06/2024	CREDIT MEMO FOR INV#6148807		(\$243.73)			
	6161296		11/07/2024	FLEET CNG-ANL FIRE EXT MAINT (17) QTY- CORRECTION TO INV#6148807		\$220.61			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$87.61			
	426 - Transit			426.11000 (Cash)		(\$39.43)			
145960	11/14/2024	Open			Accounts Payable	KELSO'S AUTO WRECK & TOW	\$100.00		
	Invoice		Date	Description		Amount			
	51881		11/06/2024	POL21-1358 POL21-1360 TOW BILL		\$100.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$100.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145961	11/14/2024	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$52.24		
	Invoice		Date	Description		Amount			
	11428889		10/31/2024	Acct #9020101104 - Translation services for Police		\$52.24			
	Paying Fund			Department		Amount			
	110 - General Fund			Cash Account		Amount			
				110.11000 (Cash)		\$52.24			
145962	11/14/2024	Open			Accounts Payable	LEGACY HEALTH ENDOWMENT	\$100,000.00		
	Invoice		Date	Description		Amount			
	PCC2025-1		11/15/2024	LHE Person Centered Care Program - 1 of 4		\$100,000.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$100,000.00			
145963	11/14/2024	Open			Accounts Payable	LIGHTLY USED BOOKS	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		10/31/2024	1st Payment - Lightly Used Books - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
145964	11/14/2024	Open			Accounts Payable	Magnet Forensics, LLC	\$11,820.00		
	Invoice		Date	Description		Amount			
	SIN071916		09/03/2024	Annual Subscription Sept 1, 2024 - Aug 31, 2025		\$11,820.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$11,820.00			
145965	11/14/2024	Open			Accounts Payable	Main Street Antiques	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		10/31/2024	1st Payment - Main Street Antiques - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
145966	11/14/2024	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$84.79		
	Invoice		Date	Description		Amount			
	44316796		11/05/2024	ASPHALT		\$84.79			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$84.79			
145967	11/14/2024	Open			Accounts Payable	MATERIAL HANDLING EXCHANGE INCORPORATED	\$5,149.34		
	Invoice		Date	Description		Amount			
	77825		10/31/2024	WQC SUPPLIES		\$5,149.34			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$5,149.34			
145968	11/14/2024	Open			Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	\$6,371.21		
	Invoice		Date	Description		Amount			
	10165213		11/06/2024	10165213 DUPLEX DISMOUNT & MOUNT OFF VEH		\$540.00			
	10165212		11/06/2024	TIRES FOR BUSES		\$5,831.21			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$6,371.21			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145969	11/14/2024	Open			Accounts Payable	MGT OF AMERICA INC	\$5,250.00		
	Invoice		Date	Description		Amount			
	60560		10/03/2024	CITYWIDE COST ALLOCATION PLAN ENGINEERING ICRP FY 24/25		\$5,250.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$5,250.00			
145970	11/14/2024	Open			Accounts Payable	MWI VETERINARY SUPPLY CO DBA MWI ANIMAL HEALTH	\$318.28		
	Invoice		Date	Description		Amount			
	57542549		10/30/2024	NDLE DISP HYPO PH		\$318.28			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$318.28			
145971	11/14/2024	Open			Accounts Payable	NAPA AUTO PARTS	\$71.02		
	Invoice		Date	Description		Amount			
	828311		11/01/2024	MCL12RKPG OPT LED PENNY LIGHT ()		\$33.70			
	828358		11/01/2024	91002Y LIT S T T KIT ()		\$37.32			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$37.32			
	426 - Transit			426.11000 (Cash)		\$33.70			
145972	11/14/2024	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$440.63		
	Invoice		Date	Description		Amount			
	14J0033242397		10/29/2024	5 Gallon Nestle drinking water and plastic cups.		\$440.63			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$220.31			
	420 - WATER			420.11000 (Cash)		\$220.32			
145973	11/14/2024	Open			Accounts Payable	New Century Construction & Consulting Inc.	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		11/01/2024	1st Payment - New Century Cons. - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
145974	11/14/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$3,269.68		
	Invoice		Date	Description		Amount			
	8577-434753		10/30/2024	filter		\$10.66			
	8577-434755		10/30/2024	filters		\$29.16			
	8577-434763		10/30/2024	filters		\$719.15			
	8577-434795		10/30/2024	KNAPHEIDE LOCK KIT		\$382.84			
	8577-434822		10/30/2024	13468935 RELAY		\$15.38			
	8577-434854		10/31/2024	COMBO SWITCH		\$77.19			
	8577-434874		10/31/2024	AC FITTING 1 EA FCTR		(\$9.05)			
	8577-434875		10/31/2024	RAD FAN ASSEMBLY		(\$123.62)			
	8577-434885		10/31/2024	battery-Credit for Orig 434678		(\$23.90)			
	8577-434956		11/01/2024	HOSES		\$401.81			
	8577-434729		10/29/2024	RADIATOR		\$304.68			
	8577-433371		11/01/2024	battery-Credit for Orig 410237		(\$23.90)			
	8577-434981		11/01/2024	WLO BA-107 BACK-UP ALARM 107 DB		\$42.42			
	8577-434988		11/01/2024	N10103562250API BRAKE PADS		\$160.68			
	8577-434993		11/01/2024	COMPRESSOR-Credit for Orig 432721		(\$10.86)			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	8577-435024		11/04/2024	WATER PMP			\$212.37		
	8577-435027		11/04/2024	battery			\$321.73		
	8577-435052		11/04/2024	BATTERIES			\$378.41		
	8577-435059		11/04/2024	water pump gaskets			\$12.84		
	8577-435076		11/04/2024	BATTERY			\$189.20		
	8577-435082		11/04/2024	RELAY			\$161.20		
	8577-435171		11/06/2024	BATTERY-Credit for Orig 435052			(\$23.90)		
	8577-435190		11/06/2024	WATER PUMP AND BELT			\$129.89		
	8577-435228		11/06/2024	TRLR CONN MULTI 7:4			\$43.44		
	8577-435250		11/07/2024	water pump-Credit for Orig 435190			(\$108.14)		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$572.77		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$1,285.35		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$10.89		
	420 - WATER			420.11000 (Cash)			\$304.68		
	426 - Transit			426.11000 (Cash)			\$1,095.99		
145975	11/14/2024	Open			Accounts Payable	Operational Technical Services, LLC	\$7,637.75		
	Invoice		Date	Description			Amount		
	4568		11/03/2024	SRWA - Senior Operator MC 10.30.24 - 11.03.24			\$7,637.75		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$7,637.75		
145976	11/14/2024	Open			Accounts Payable	OREILLY AUTO PARTS	\$222.44		
	Invoice		Date	Description			Amount		
	2800-483343		10/31/2024	MTC FA72142 RAD FAN ASSM			\$152.06		
	2800-485502		11/07/2024	MTM 74486 SUNVISOR			\$70.38		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$152.06		
	426 - Transit			426.11000 (Cash)			\$70.38		
145977	11/14/2024	Open			Accounts Payable	OTIS ELEVATOR CO INC	\$2,100.00		
	Invoice		Date	Description			Amount		
	SW16529001		10/30/2024	SERVICE CALL OUT (3.5HRS @600.00/HR)			\$2,100.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,100.00		
145978	11/14/2024	Open			Accounts Payable	P G & E	\$713.45		
	Invoice		Date	Description			Amount		
	CITY HALL11/5/24		11/05/2024	3254375586-5 / 156 S Broadway			\$55.06		
	FIRE#1 11/5/24		11/05/2024	3159594551-5 / 540 Marshall St			\$191.11		
	SENIOR 11/5/24		11/05/2024	2890831960-2 / 1191 Cahill St			\$108.19		
	FIRE#3 11/1/24		11/01/2024	2087893140-9 / 501 E Monte Vista Ave			\$66.56		
	FIRE#2 11/6/24		11/06/2024	6182877164-4 / 791 S Walnut Rd			\$32.21		
	AC 11/7/24		11/07/2024	6266210492-6 / 801 S Walnut Rd			\$91.17		
	WLNT#E 11/6/24		11/06/2024	6141210500-1 / 701 S Walnut Rd E			\$7.84		
	WQC 11/6/24		11/06/2024	6349543820-0 / 901 S Walnut Rd			\$9.61		
	WQC 11/06/24		11/06/2024	6307877156-3 / 901 S Walnut Rd			\$151.70		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$544.30		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$7.84		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$161.31		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145979	11/14/2024	Open			Accounts Payable	PACIFIC VALLEY ROOF INC	\$1,012.15		
	Invoice		Date	Description		Amount			
	Retention 23-038		11/08/2024	23-038 Well Sites 15,20 and 22 Roof Repair-retention		\$1,012.15			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$1,012.15			
145980	11/14/2024	Open			Accounts Payable	Paper Moon Stationery & Art Supply LLC	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		11/01/2024	1st Payment - Paper Moon Stationery & Art - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
145981	11/14/2024	Open			Accounts Payable	Petrulakis Law & Advocacy, APC	\$12,090.75		
	Invoice		Date	Description		Amount			
	2925		10/21/2024	Subcontracted Legal Counsel 10-21-24		\$2,585.10			
	2926		11/04/2024	Subcontracted Legal Counsel 11-4-24		\$7,555.65			
	2927		10/31/2024	City Council Meetings 10312024		\$1,950.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$12,090.75			
145982	11/14/2024	Open			Accounts Payable	Platt Electric Supply	\$532.90		
	Invoice		Date	Description		Amount			
	5R26293		10/31/2024	TOOL FOR TRUCK 688		\$532.90			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$532.90			
145983	11/14/2024	Open			Accounts Payable	Prosperity Auto Sales LLC	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		11/01/2024	1st Payment - Prosperity Auto Sales - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
145984	11/14/2024	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP INC	\$13,292.61		
	Invoice		Date	Description		Amount			
	112070		08/12/2024	Well 35 grant services from July 1,2024-July 31,2024		\$1,359.45			
	114076		10/22/2024	Well 35 grant services from Sept 1, 2024-Sept 30, 2024		\$2,086.00			
	113053		09/17/2024	Well 35 grant services from Aug 1,2024-Aug 31,2024		\$9,847.16			
	Paying Fund			Cash Account		Amount			
	422 - Well Remediation			422.11000 (Cash)		\$13,292.61			
145985	11/14/2024	Open			Accounts Payable	Richard D. Jones, APLC dba Jones Mayer	\$4,365.00		
	Invoice		Date	Description		Amount			
	125357		09/30/2024	Special Counsel Legal Services 9-30-24		\$4,365.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,365.00			
145986	11/14/2024	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$500.00		
	Invoice		Date	Description		Amount			
	23355		11/01/2024	PRE-EMPLOYMENT SCREENING		\$500.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
145987	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$500.00		
	11/14/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$3,008.99		
	Invoice			Date	Description		Amount		
	3039365114			10/31/2024	1420371:CT REG-PRESS		\$339.83		
	3039320774			11/01/2024	5626388:CE COIL,IGNITION		\$1,786.88		
	3039370232			11/01/2024	5473009:CE KIT,SPARK PLUG		\$732.89		
	3039429840			11/07/2024	BR3Z8501Q:FRD PUMP ASY - WATER		\$149.39		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$339.83		
145988	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$149.39		
	426 - Transit			426.11000 (Cash)			\$2,519.77		
	11/14/2024	Open			Accounts Payable	RUSTIC ROOTS, INC.	\$1,750.00		
	Invoice			Date	Description		Amount		
	1st Payment-TBD			11/01/2024	1st Payment - Rustic Roots - Bus. Dev. Program		\$1,750.00		
	Paying Fund			Cash Account			Amount		
	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	11/14/2024				Accounts Payable	SAFE-T-LITE CO INC	\$694.27		
	Invoice			Date	Description		Amount		
	400792			10/22/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$694.27		
145990	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$694.27		
	11/14/2024	Open			Accounts Payable	Samsara Inc.	\$103.42		
	Invoice			Date	Description		Amount		
	310519553432086			11/12/2024	L-Mount Cables		\$103.42		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$103.42		
	11/14/2024	Open			Accounts Payable	Sandis Civil Engineers Surveyors Planners	\$1,125.00		
	Invoice			Date	Description		Amount		
	2409219			09/30/2024	22-035 Intersection Improv Countryside Dr Business		\$1,125.00		
145992	Entra-9/30/24								
	Paying Fund			Cash Account			Amount		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$1,125.00		
	11/14/2024	Open			Accounts Payable	SHARPENING SHOP	\$1,461.51		
	Invoice			Date	Description		Amount		
	431438			11/04/2024	63PMC 62E CHAIN LOOP X2		\$43.45		
	425606			08/05/2024	71PM3 56E CHAIN LOOP		\$49.97		
	425213			07/30/2024	SPK, BLADE LOW LIFT 24.5 (.94 HOLE)		\$341.17		
	431296			11/01/2024	KNOB, FASTENER		\$38.46		
	431571			11/06/2024	25CC W/14" B&C & 25.4 CC CURVED SHAFT		\$988.46		
	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			\$1,038.43		
	246 - Landscape Assessment			246.11000 (Cash)			\$423.08		

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145993	11/14/2024	Open			Accounts Payable	SIEGFRIED ENGINEERING INC	\$54,005.62		
	Invoice		Date	Description		Amount			
	48510		09/30/2024	23-069 Design Services for Roads CIP Task Order 2 - 9/30/24		\$53,414.30			
	48655		09/30/2024	23-033 Engineering Design Services Task Order 1- 9/30/24		\$591.32			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$54,005.62			
145994	11/14/2024	Open			Accounts Payable	SOUTHERN TIRE MART	\$989.90		
	Invoice		Date	Description		Amount			
	7320014700		11/06/2024	ST90-728 TIRE INSTALL		\$989.90			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$989.90			
145995	11/14/2024	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	\$15,287.00		
	Invoice		Date	Description		Amount			
	23044554		10/31/2024	Traffic signal preventative maintenance and repair services		\$15,287.00			
	Paying Fund			Cash Account		Amount			
	216 - Streets - Local Transportation			216.11000 (Cash)		\$15,287.00			
145996	11/14/2024	Open			Accounts Payable	STANISLAUS BUSINESS ALLIANCE INC	\$50,000.00		
	Invoice		Date	Description		Amount			
	3091.4		09/12/2024	Opportunity Stanislaus MOU FY 2024-2025		\$50,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$50,000.00			
145997	11/14/2024	Open			Accounts Payable	STANISLAUS COUNTY - TAX	\$23,786.48		
	Invoice		Date	Description		Amount			
	088-015-057-000		09/18/2024	1827 Shadow Park- 1st & 2nd Installment FY 2024-2025		\$21.54			
	043-060-011 2425		09/18/2024	Hartvickson Dr Property Taxes FY 24/25		\$29.14			
	073-036-001 2425		09/18/2024	1623 Alex Way Property Taxes FY 24/25		\$28.28			
	073-009-014 2425		09/18/2024	3500 N Quincy Rd Property Taxes FY 24/25		\$4,216.90			
	058-031-026 2425		09/18/2024	0 W Harding Rd Property Taxes FY 24/25		\$127.50			
	050-009-002 2425		09/18/2024	Montana Ave Property Taxes FY 24/25		\$4,847.80			
	058-023-028 2425		09/18/2024	0 Carpenter Rd Property Taxes FY 24/25		\$117.06			
	043-045-016 2425		09/18/2024	156 S Broadway Property Taxes FY 24/25		\$11,519.94			
	043-045-017 2425		09/18/2024	144 S Broadway Property Taxes FY 24/25		\$1,946.00			
	045-044-054 2425		09/18/2024	0 Berkeley Ave Property Taxes FY 24/25		\$136.38			
	044-057-028 2425		09/18/2024	Zach Ct Property Taxes FY 24/25		\$21.34			
	044-062-032 2425		09/18/2024	1760 Warp Dr Property Taxes FY 24/25		\$25.54			
	044-062-030 2425		09/18/2024	1745 Warp Dr Property Taxes FY 24/25		\$25.54			
	044-062-031 2425		09/18/2024	1765 Warp Dr Property Taxes FY 24/25		\$25.54			
	044-062-033 2425		09/18/2024	1740 Warp Dr Property Taxes FY 24/25		\$25.54			
	061-016-031 2425		09/18/2024	140 1st St Property Taxes FY 24/25		\$609.88			
	050-036-008-000		09/18/2024	570 Jason Drive- 1st & 2nd Installment FY 2024-2025		\$62.56			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$18,923.62			
	255 - CDBG			255.11000 (Cash)		\$84.10			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$425.48			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	420 - WATER			420.11000 (Cash)			\$4,353.28		
145998	11/14/2024	Open			Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$230.00		
	Invoice		Date	Description		Amount			
	Denise McCormick		10/28/2024	670 S. Rose-Substitution of Trustee & Deed		\$115.00			
	Heather Ramsey		10/28/2024	Reconveyance		\$115.00			
	Paying Fund			681 E. Minnesota- Full Reconveyance		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$115.00			
	257 - State HOME Funds			257.11000 (Cash)		\$115.00			
145999	11/14/2024	Open			Accounts Payable	STERICYCLE INC	\$110.24		
	Invoice		Date	Description		Amount			
	8008777973		10/25/2024	ST#4 - STERI-SAFE MONTHLY TREATMENT		\$27.56			
	8008777975		10/25/2024	ST#2 - STERI-SAFE MONTHLY TREATMENT		\$27.56			
	8008777978		10/25/2024	ST#3 - STERI-SAFE MONTHLY TREATMENT		\$27.56			
	8008777979		10/25/2024	ST#1 - STERI-SAFE MONTHLY TREATMENT		\$27.56			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$110.24			
146000	11/14/2024	Open			Accounts Payable	T I D	\$81.23		
	Invoice		Date	Description		Amount			
	102624 1827 Shad		10/26/2024	5637003297 1827 Shadow Park Dr.		\$81.23			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$81.23			
146001	11/14/2024	Open			Accounts Payable	TANK TOWN MEDIA LLC	\$432.00		
	Invoice		Date	Description		Amount			
	92881		10/25/2024	Buliding Inspector, Senior Ad 10/25/24		\$108.00			
	92880		10/25/2024	Fleet Maint. Wrk, Sr Ad 10/25/2024		\$162.00			
	92977		11/01/2024	Shipping & Receiving Inventory Specialist Ad 11/1/2024		\$162.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$108.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$162.00			
	420 - WATER			420.11000 (Cash)		\$162.00			
146002	11/14/2024	Open			Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$8,036.99		
	Invoice		Date	Description		Amount			
	2024250106161		11/04/2024	SODIUM BISULFITE		\$8,036.99			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$8,036.99			
146003	11/14/2024	Open			Accounts Payable	THE MCCLATCHY COMPANY LLC	\$3,571.00		
	Invoice		Date	Description		Amount			
	601116		10/20/2024	Asset Analyst Ad 10/13/2024-10/20/2024		\$877.00			
	604693		10/27/2024	PT-Background Investigator Ad 10/23/2024-10/27/2024		\$823.00			
	604690		10/30/2024	Building Inspector, Senior Ad 10/23/2024-10/30/2024		\$973.00			
	606789		11/06/2024	Shipping and Receiving Inventory Specialist Ad 10/30/24-11/06/24		\$898.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,088.40			

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146004	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$741.30		
	420 - WATER			420.11000 (Cash)			\$741.30		
	11/14/2024	Open			Accounts Payable	TOWER ENTERPRISE	\$2,160.96		
	Invoice		Date	Description			Amount		
	14357		10/21/2024	PRE EMPLOYMENT EVAL FOR PT ACCT:14357			\$540.24		
	14425		10/21/2024	PRE EMPLOYMENT EVAL FOR PT ACCT:14425			\$540.24		
	14491		11/06/2024	PRE EMPLOYMENT EVAL FOR PT ACCT:14491			\$540.24		
	14498		11/06/2024	PRE EMPLOYMENT EVAL FOR PT ACCT:14498			\$540.24		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,160.96		
146005	11/14/2024	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$5,000.00		
	Invoice		Date	Description			Amount		
	22396		10/31/2024	Consulting Services for October 2024			\$5,000.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,500.00		
146006	420 - WATER			420.11000 (Cash)			\$2,500.00		
	11/14/2024	Open			Accounts Payable	TURF STAR	\$1,106.16		
	Invoice		Date	Description			Amount		
	INV054473		10/30/2024	HSV166-00: Finger-Belt [6.00 Long]			\$1,106.16		
	Paying Fund			Cash Account			Amount		
146007	110 - General Fund			110.11000 (Cash)			\$1,106.16		
	11/14/2024	Open			Accounts Payable	TURLOCK DRY CLEANERS	\$1,750.00		
	Invoice		Date	Description			Amount		
	1st Payment-TBD		11/01/2024	1st Payment - Turlock Dry Cleaners - Bus. Dev. Program			\$1,750.00		
	Paying Fund			Cash Account			Amount		
146008	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	11/14/2024	Open			Accounts Payable	Turlock Historical Society	\$1,750.00		
	Invoice		Date	Description			Amount		
	1st Payment-TBD		11/01/2024	1st Payment - Turlock Hist. Society - Bus. Dev. Program			\$1,750.00		
	Paying Fund			Cash Account			Amount		
146009	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
	11/14/2024	Open			Accounts Payable	TURLOCK IRRIGATION DISTRICT	\$59,532.77		
	Invoice		Date	Description			Amount		
	30686		11/01/2024	SRWA - TID Commissioning Procedures &Normal Operations Oct 2024			\$59,532.77		
	Paying Fund			Cash Account			Amount		
146010	950 - SRWA - JPA			950.11000 (Cash)			\$59,532.77		
	11/14/2024	Open			Accounts Payable	TURLOCK JOURNAL	\$1,402.64		
	Invoice		Date	Description			Amount		
	381284		10/19/2024	Asset Analyst Ad Oct 2024			\$202.32		
	381223		10/13/2024	Fleet Maint. Wrk, Sr Ad Oct 2024			\$250.00		
	381224		10/25/2024	Shipping & Receiving Inventory Specialist Ad Oct 2024			\$250.00		
	381285		10/26/2024	PT-Background Investigator Ad OCT 2024			\$100.16		
	381222		10/18/2024	PT-Background Investigator Ad OCT 2024			\$250.00		
	381286		10/26/2024	Fleet Maint. Wrk, Sr Ad OCT 2024			\$100.16		
	381221		10/08/2024	Asset Analyst Ad OCT 2024			\$250.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146011	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$500.96		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$450.84		
	420 - WATER			420.11000 (Cash)			\$450.84		
	11/14/2024	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$1,498,482.96		
	Invoice			Date	Description		Amount		
	AUG 2024 TRUE UP			11/08/2024	AUGUST 2024 TRUE UP		\$516,468.01		
	SEP 2024 TRUE UP			11/08/2024	SEPTEMBER 2024 TRUE UP		\$496,771.16		
	OCT 2024 TRUE UP			11/08/2024	OCTOBER 2024 TRUE UP		\$485,243.79		
	Paying Fund			Cash Account			Amount		
146012	110 - General Fund			110.11000 (Cash)			\$1,498,482.96		
	11/14/2024	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$24,823.00		
	Invoice			Date	Description		Amount		
	09-2024			09/30/2024	Turlock Sweeping - sept		\$24,823.00		
	Paying Fund			Cash Account			Amount		
146013	246 - Landscape Assessment			246.11000 (Cash)			\$2,978.76		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$21,844.24		
	11/14/2024	Open			Accounts Payable	TURLOCK SMOG LLC	\$168.00		
	Invoice			Date	Description		Amount		
	Invoice #10195			11/01/2024	694 smog		\$28.00		
	Invoice #10198			11/01/2024	584 smog		\$28.00		
	Invoice #10199			11/01/2024	AD09-0445 SMOG		\$28.00		
	Invoice #10200			11/01/2024	ST03-7034 SMOG		\$28.00		
	Invoice #10201			11/01/2024	AD03-4886 SMOG		\$28.00		
	Invoice #10205			11/01/2024	AD13-4417 SMOG		\$28.00		
146014	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$28.00		
	246 - Landscape Assessment			246.11000 (Cash)			\$84.00		
	420 - WATER			420.11000 (Cash)			\$56.00		
	11/14/2024	Open			Accounts Payable	UNITED RENTAL INC	\$2,508.72		
	Invoice			Date	Description		Amount		
	240693089-001			10/31/2024	SRWA - Equipment rental Articulating Boom		\$782.72		
	229163882-011			11/05/2024	SRWA - Equipment rental Skid Steer Loader 10.21.24		\$1,726.00		
				- 11.18.24					
	Paying Fund			Cash Account			Amount		
146015	450 - SRWA - Operations			450.11000 (Cash)			\$2,508.72		
	11/14/2024	Open			Accounts Payable	UNITED SAMARITANS FDT INC	\$3,031.88		
	Invoice			Date	Description		Amount		
	Draw #1- Senior			10/07/2024	Public Service-USF Senior Congregate Lunch- FY		\$3,031.88		
				2024-25					
146016	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$3,031.88		
	11/14/2024	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba	\$62,629.78		
				UNIVAR SOLUTIONS USA					
	Invoice			Date	Description		Amount		
	52545509			11/04/2024	SODIUM HYPOCHLORITE		\$16,309.41		
	52541980			11/01/2024	SODIUM HYPOCHLORITE		\$15,358.34		
	52523253			10/22/2024	SODIUM HYPOCHLORITE		\$14,050.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	52526477		10/25/2024		SODIUM HYPOCHLORITE		\$16,912.03		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$62,629.78		
146017	11/14/2024	Open			Accounts Payable	Vail Creek Jewelry Inc.	\$1,750.00		
	Invoice		Date		Description		Amount		
	1st Payment-TBD		11/01/2024		1st Payment - Vail Creek Jewelry - Bus. Dev. Program		\$1,750.00		
	Paying Fund				Cash Account		Amount		
	119 - American Rescue Plan Act				119.11000 (Cash)		\$1,750.00		
146018	11/14/2024	Open			Accounts Payable	VEGA AMERICAS, INC.	\$2,502.73		
	Invoice		Date		Description		Amount		
	625401		10/29/2024		VEGAMET 842		\$2,502.73		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,502.73		
146019	11/14/2024	Open			Accounts Payable	VERIZON WIRELESS	\$228.06		
	Invoice		Date		Description		Amount		
	9975461697		10/03/2024		FIRE IPAD CHARGES SEP 04-OCT 03, 2024		\$228.06		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$228.06		
146020	11/14/2024	Open			Accounts Payable	Vestis Group Inc DBA Vestis Services LLC	\$4,137.89		
	Invoice		Date		Description		Amount		
	10/31/24		10/31/2024		UNIFORM RENTAL & LAUNDRY SERVICES - OCTOBER 2024		\$4,137.89		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,113.76		
	205 - Sports Facilities				205.11000 (Cash)		\$125.45		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$172.51		
	246 - Landscape Assessment				246.11000 (Cash)		\$267.41		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,177.86		
	420 - WATER				420.11000 (Cash)		\$309.81		
	426 - Transit				426.11000 (Cash)		\$97.28		
	450 - SRWA - Operations				450.11000 (Cash)		\$647.81		
	505 - Fleet				505.11000 (Cash)		\$226.00		
146021	11/14/2024	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$5,083.50		
	Invoice		Date		Description		Amount		
	00359.12-26		10/15/2024		NPDES Permit Compliance Services		\$5,083.50		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$5,083.50		
146022	11/14/2024	Open			Accounts Payable	WARDEN'S OFFICE INC	\$12.64		
	Invoice		Date		Description		Amount		
	204996-00		11/08/2024		CORRECTED NAME PLATE - CHRISTOPHER FISHER		\$30.90		
	C204207-00		11/08/2024		CREDIT FOR INCORRECT NAME PLATE - CHRISTOPHER FISHER		(\$18.26)		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$12.64		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146023	11/14/2024	Open			Accounts Payable	WEST PUBLISHING CORPORATION	\$279.08		
	Invoice		Date	Description		Amount			
	850994196		11/01/2024	ONLINE SOFTWARE SUBSCRIPTION FOR 10/01/24 - 10/31/24		\$279.08			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$279.08			
146024	11/14/2024	Open			Accounts Payable	WEST YOST ASSOCIATES	\$1,248.50		
	Invoice		Date	Description		Amount			
	2060148		08/08/2024	18-69 Surface Water Distribution System Improv- 8/8/24		\$1,248.50			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$1,248.50			
146025	11/14/2024	Open			Accounts Payable	WFG National Title Insurance Company	\$5,997.50		
	Invoice		Date	Description		Amount			
	24-145707		10/18/2024	1205 Lambert Way		\$5,997.50			
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$5,997.50			
146026	11/14/2024	Open			Accounts Payable	WGR SOUTHWEST, INC	\$4,750.00		
	Invoice		Date	Description		Amount			
	30752		10/17/2024	MS4 GENERAL PERMIT COMPLIANCE		\$4,750.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,750.00			
146027	11/14/2024	Open			Accounts Payable	WILLDAN FINANCIAL SVCS	\$9,515.00		
	Invoice		Date	Description		Amount			
	010-60134		11/12/2024	CFD Formation Services through 9/27/24		\$9,515.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$9,515.00			
146028	11/14/2024	Open			Accounts Payable	YONAN'S FLORAL	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		11/01/2024	1st Payment - Yonan's Floral - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146029	11/14/2024	Open			Accounts Payable	YONAN'S JEWELERS	\$1,750.00		
	Invoice		Date	Description		Amount			
	1st Payment-TBD		11/01/2024	1st Payment - Yonan's Jewlers - Bus. Dev. Program		\$1,750.00			
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1,750.00			
146030	11/14/2024	Open			Accounts Payable	4Christel, Julie	\$346.08		
	Invoice		Date	Description		Amount			
	TR5060 PER DIEM		11/04/2024	Tech. Training for Clerks TTC 200, Riverside CA, 10/7/24-10/11		\$346.08			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$346.08			
146031	11/14/2024	Open			Accounts Payable	ACOSTA, ANGELIQUE	\$200.00		
	Invoice		Date	Description		Amount			
	16605714		11/04/2024	PLAY PROGRAM FAMILY CREDIT		\$200.00			

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146032	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$200.00		
	11/14/2024	Open			Accounts Payable	BEECH, JOHN-PAUL	\$94.00		
	Invoice			Date	Description		Amount		
146033	TR 5061 PER DIEM			11/13/2024	INTERVENTION & DE-ESCALATION FOR SRO'S, 11/20/24, SAN FRANCISCO		\$94.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$94.00		
	11/14/2024	Open			Accounts Payable	Christel, Julie	\$131.49		
146034	Invoice			Date	Description		Amount		
	Prof Dev FY24/25			11/04/2024	ProfDev Christal - 2024/2025		\$131.49		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$131.49		
146035	11/14/2024	Open			Accounts Payable	CLARK, JESSICA	\$94.00		
	Invoice			Date	Description		Amount		
	TR 5061 PER DIEM			11/13/2024	INTERVENTION & DE-ESCALATION FOR SRO'S, 11/20/24, SAN FRANCISCO		\$94.00		
	Paying Fund			Cash Account			Amount		
146036	110 - General Fund			110.11000 (Cash)			\$94.00		
	11/14/2024	Open			Accounts Payable	Dhami, Jessie	\$117.39		
	Invoice			Date	Description		Amount		
	10/10/2024			10/10/2024	Reimbursement to Jessie Dhami 10/10/2024		\$117.39		
146037	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$117.39		
	11/14/2024	Open			Accounts Payable	Estrada, Salena	\$225.34		
	Invoice			Date	Description		Amount		
146038	TR5026 PerDiem			09/19/2024	2024 Design-Build Conf & Expo		\$225.34		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$225.34		
	11/14/2024	Open			Accounts Payable	FasTrak Invoice Processing Department	\$7.00		
146039	Invoice			Date	Description		Amount		
	I712423935764			10/29/2024	Bridge Toll Invoice for V #1389-TR 5020		\$7.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$7.00		
146039	11/14/2024	Open			Accounts Payable	Fisher, Christopher	\$256.04		
	Invoice			Date	Description		Amount		
	TR5025 PerDiem			09/19/2024	2024 Design-Build Conf & Expo		\$256.04		
	Paying Fund			Cash Account			Amount		
146039	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$128.02		
	420 - WATER			420.11000 (Cash)			\$128.02		
	11/14/2024	Open			Accounts Payable	Gutierrez, Rudy	\$192.00		
	Invoice			Date	Description		Amount		
146039	TR5055 PER DIEM			11/12/2024	ISSA Show North America, Las Vegas NV , 11/18/24- 11/21/24		\$192.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$48.00		

City of Turlock

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From Payment Date: 11/8/2024 - To Payment Date: 11/14/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146040	426 - Transit			426.11000 (Cash)			\$144.00		
	11/14/2024	Open			Accounts Payable	McCormick, Denise	\$36.99		
	Invoice		Date	Description			Amount		
	10/25/2024		10/25/2024	Overpayment for Payoff 670 S. Rose Street, Turlock			\$36.99		
	Paying Fund			Cash Account			Amount		
146041	257 - State HOME Funds			257.11000 (Cash)			\$36.99		
	11/14/2024	Open			Accounts Payable	MESA, KENNETH	\$100.00		
	Invoice		Date	Description			Amount		
	2025-00017224		11/07/2024	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
146042	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
	11/14/2024	Open			Accounts Payable	Morrison , Louis	\$192.00		
	Invoice		Date	Description			Amount		
	TR5056 PER DIEM		11/12/2024	ISSA Show North America, Las Vegas NV , 11/18/24-11/21/24			\$192.00		
	Paying Fund			Cash Account			Amount		
146043	110 - General Fund			110.11000 (Cash)			\$48.00		
	426 - Transit			426.11000 (Cash)			\$144.00		
	11/14/2024	Open			Accounts Payable	Ramsey, Heather	\$49.32		
	Invoice		Date	Description			Amount		
	10/25/2024		10/25/2024	Overpayment for Payoff 681 E. Minnesota Ave., Turlock			\$49.32		
146044	Paying Fund			Cash Account			Amount		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			\$49.32		
	11/14/2024	Open			Accounts Payable	RUIZ, MARIA	\$650.00		
	Invoice		Date	Description			Amount		
	TR 5051 PER DIEM		10/24/2024	CIVILIAN SUPERVISOR COURSE, 12.1.24 - 12.14.24, HUNTINGTON BEACH			\$650.00		
146045	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$650.00		
	11/14/2024	Open			Accounts Payable	TIER-1 CONCEPTS	\$550.00		
	Invoice		Date	Description			Amount		
	#2024-2-6		10/23/2024	2 DAY SHOTGUN BREACHING, 12/2/24-12/4/24, TR 5050			\$550.00		

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From Payment Date: 11/8/2024 - To Payment Date: 11/14/2024

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)		\$550.00		
Type Check Totals:									
AP - Accounts Payable Totals									
156 Transactions							\$2,336,146.06		
Checks		Status	Count	Transaction Amount			Reconciled Amount		
		Open	156	\$2,336,146.06			\$0.00		
		Reconciled	0	\$0.00			\$0.00		
		Voided	0	\$0.00			\$0.00		
		Stopped	0	\$0.00			\$0.00		
		Total	156	\$2,336,146.06			\$0.00		
All		Status	Count	Transaction Amount			Reconciled Amount		
		Open	156	\$2,336,146.06			\$0.00		
		Reconciled	0	\$0.00			\$0.00		
		Voided	0	\$0.00			\$0.00		
		Stopped	0	\$0.00			\$0.00		
		Total	156	\$2,336,146.06			\$0.00		
Grand Totals:									
Checks		Status	Count	Transaction Amount			Reconciled Amount		
		Open	156	\$2,336,146.06			\$0.00		
		Reconciled	0	\$0.00			\$0.00		
		Voided	0	\$0.00			\$0.00		
		Stopped	0	\$0.00			\$0.00		
		Total	156	\$2,336,146.06			\$0.00		
All		Status	Count	Transaction Amount			Reconciled Amount		
		Open	156	\$2,336,146.06			\$0.00		
		Reconciled	0	\$0.00			\$0.00		
		Voided	0	\$0.00			\$0.00		
		Stopped	0	\$0.00			\$0.00		
		Total	156	\$2,336,146.06			\$0.00		

Grand Totals:

City of Turlock

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From Payment Date: 11/15/2024 - To Payment Date: 11/21/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
146046	11/18/2024	Open			Accounts Payable	RECOLOGY BLOSSOM VALLEY NORTH	\$9,680.32		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	00227923/RI		09/30/2024	PLAYGROUND FIBER			\$2,213.78		
	00227888/RI		09/30/2024	PLAYGROUND FIBER (pt. 2 of load)			\$7,466.54		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	301 - Capital Improvements			301.11000 (Cash)			\$9,680.32		
146047	11/19/2024	Open			Utility Management Refund	CHAHAL, GURBACHAN	\$349.80		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		216518-011	MOVE-OUT CREDIT	11/19/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$349.80		
146048	11/19/2024	Open			Utility Management Refund	CHASEN, BESS	\$403.61		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		489603-003	MOVE OUT- CREDIT	11/19/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$403.61		
146049	11/19/2024	Open			Utility Management Refund	PASCOLATI, NINO	\$163.65		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		223085-008	MOVE-OUT CREDIT	11/19/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$163.65		
146050	11/19/2024	Open			Utility Management Refund	SINGH, MELANA	\$344.21		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001633-002	MOVE-OUT CREDIT	11/19/2024	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$344.21		
146051	11/21/2024	Open			Accounts Payable	ABS DIRECT INC	\$458.43		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	137393		10/17/2024	UT DELINQ - OCT 2024			\$458.43		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$152.82		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$152.80		
	420 - WATER			420.11000 (Cash)			\$152.81		
146052	11/21/2024	Open			Accounts Payable	AFLAC	\$3,561.74		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	849072		11/15/2024	INDIVIDUAL NOVEMBER 2024			\$3,561.74		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$3,561.74		
146053	11/21/2024	Open			Accounts Payable	ALL VALLEY SMOG INC	\$299.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	000122226		11/15/2024	WT06-582 cat install			\$299.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146054	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$299.00		
	11/21/2024	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$488.69		
	Invoice			Date	Description		Amount		
	INV4430			11/14/2024	ALLEGIANCE - JANITORIAL SUPPLIES		\$159.90		
146055	INV4418			11/13/2024	ALLEGIANCE - JANITORIAL SUPPLIES		\$328.79		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$488.69		
	11/21/2024	Open			Accounts Payable	AMERICA'S AUTO GLASS	\$447.15		
	Invoice			Date	Description		Amount		
146056	00005506			11/15/2024	POL21-1360 NEW TINTED WINDSHIELD WITH HUMIDITY SENSOR		\$447.15		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$447.15		
	11/21/2024	Open			Accounts Payable	AssetWorks Inc	\$16,860.80		
	Invoice			Date	Description		Amount		
146057	SIN011828			11/15/2024	PROJECT KICKOFF & ORIENTATION - POHLI - SEPTEMBER 2024		\$1,100.00		
	SIN011829			11/15/2024	PROJECT KICKOFF & ORIENTATION - DREWELOW & POHLI - OCTOBER 2024		\$4,290.00		
	SIN011515			11/15/2024	MILESTONE 1 - ONE-TIME SAAS ENVIRONMENT AND REPORTING FEE		\$11,470.80		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$6,407.10		
146058	505 - Fleet			505.11000 (Cash)			\$10,453.70		
	11/21/2024	Open			Accounts Payable	AT&T / CALNET 3	\$6,251.78		
	Invoice			Date	Description		Amount		
	000022591837			11/13/2024	BAN #9391034901 (T1 LINE - 4-way split)		\$155.55		
	000022591691			11/13/2024	BAN #9391034842 / PSF Phones 2096323265 (___ - ___)		\$514.30		
146059	MULTI 11/13/24			11/13/2024	Multiple COT accounts paid on 11/21/24 (OCT-NOV 2024)		\$4,815.90		
	000022591695			11/13/2024	BAN #9391034847 /City-wide system 2096682612957 (___ - ___)		\$766.03		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$5,447.25		
	205 - Sports Facilities			205.11000 (Cash)			\$50.08		
146060	217 - Streets - Gas Tax			217.11000 (Cash)			\$6.08		
	246 - Landscape Assessment			246.11000 (Cash)			\$6.08		
	255 - CDBG			255.11000 (Cash)			\$27.21		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$242.35		
	420 - WATER			420.11000 (Cash)			\$107.84		
146061	426 - Transit			426.11000 (Cash)			\$130.80		
	501 - Information Technology			501.11000 (Cash)			\$169.09		
	505 - Fleet			505.11000 (Cash)			\$65.00		
	11/21/2024	Open			Accounts Payable	AT&T MOBILITY	\$591.01		
	Invoice			Date	Description		Amount		
146062	X11042024			10/26/2024	UT - MIFI AND IPADS		\$89.98		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146059	5470X11102024		11/02/2024		ADMIN/ENGINE PHONES OCT 03-NOV 02, 2024		\$501.03		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$501.03		
	420 - WATER				420.11000 (Cash)		\$89.98		
	11/21/2024	Open			Accounts Payable	BADGER METER INC dba NATIONAL METER & AUTOMATION	\$60.00		
146060	Invoice		Date		Description		Amount		
	80176111		10/30/2024		ORION CELLULAR OCTOBER 2024		\$60.00		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$60.00		
	11/21/2024	Open			Accounts Payable	BAY AREA CONSULTANTS INC	\$5,700.00		
146061	Invoice		Date		Description		Amount		
	E08090		07/22/2024		D ST TANK INSPECTION		\$1,900.00		
	E08092		07/22/2024		FULKERTH TANK INSPECTION		\$1,900.00		
	E08091		07/22/2024		S KILROY TANK INSPECTION		\$1,900.00		
	Paying Fund				Cash Account		Amount		
146062	420 - WATER				420.11000 (Cash)		\$5,700.00		
	11/21/2024	Open			Accounts Payable	BOBO CONSTRUCTION INC	\$543,869.65		
	Invoice		Date		Description		Amount		
	PP8/CP 19-51B		10/31/2024		19-51B Columbia Pool Improvements Construction		\$543,869.65		
	Paying Fund				Cash Account		Amount		
146063	301 - Capital Improvements				301.11000 (Cash)		\$543,869.65		
	11/21/2024	Open			Accounts Payable	BRIAN L. JONES DBA PINNACLE TACTICAL SOLUTIONS LLC	\$750.00		
	Invoice		Date		Description		Amount		
	2024-13		06/23/2024		TACTICAL BREACHER COURSE, 12/2 - 12/4/24 (ARROYO)TR5050		\$750.00		
	Paying Fund				Cash Account		Amount		
146064	110 - General Fund				110.11000 (Cash)		\$750.00		
	11/21/2024	Open			Accounts Payable	CAROLLO ENGINEERS	\$15,593.00		
	Invoice		Date		Description		Amount		
	203364		11/12/2024		123 Plume Study services rendered through 10/31/24		\$5,541.25		
	FB58236		11/08/2024		PROF. SVC FOR THROUGH 10/31/24		\$340.00		
146064	FB58483		11/11/2024		PROF. SVC FOR THROUGH 10/31/24		\$9,711.75		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$10,051.75		
	422 - Well Remediation				422.11000 (Cash)		\$5,541.25		
	11/21/2024	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$1,592.53		
146064	Invoice		Date		Description		Amount		
	170078401110124		11/01/2024		170078401 / D. LEWIS 2014 Independence Dr. Admin Internet		\$84.98		
	170074001110124		11/01/2024		170074001 / WQC 901 S Walnut Rd		\$99.98		
	170078701110124		11/01/2024		170078701 / L. MACHADO 4304 Arcadian Dr IT Internet		\$89.99		
	170075001110124		11/01/2024		170075001 / CITY HALL 156 S Broadway #116 City Wide Internet		\$399.00		
146064	170073601110124		11/01/2024		170073601 / PSF TV & INTERNET 244 N Broadway		\$619.72		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	170075101110724		11/07/2024	170075101 / CITY HALL (TV Service) #112		156 S Broadway	\$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		
146065	11/21/2024	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$266.51		
	Invoice		Date	Description			Amount		
	5238234807		11/05/2024	FIRST AID AND CABINET FILL			\$266.51		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$109.06		
	420 - WATER			420.11000 (Cash)			\$157.45		
146066	11/21/2024	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$3,415.00		
	Invoice		Date	Description			Amount		
	QP-10-24		10/31/2024	QTRLY PEST CONTROL SERVICES OCT-DEC 2024			\$1,630.00		
	MP-10-24		10/31/2024	MONTHLY PEST CONTROL SERVICES - OCT 2024			\$1,785.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,826.66		
	205 - Sports Facilities			205.11000 (Cash)			\$140.00		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$65.00		
	246 - Landscape Assessment			246.11000 (Cash)			\$28.34		
	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		
146067	11/21/2024	Open			Accounts Payable	CLEAN METHANE SYSTEMS LLC	\$1,982.41		
	Invoice		Date	Description			Amount		
	2024-051		11/07/2024	ANALYSIS MAGOR GASES, SILOXANE, SULFUR & VOCs			\$1,982.41		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,982.41		
146068	11/21/2024	Open			Accounts Payable	COKER PUMP & EQUIP CO INC	\$36,454.89		
	Invoice		Date	Description			Amount		
	0096633		08/08/2024	TRAVAINI PUMP MODEL			\$36,454.89		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$36,454.89		
146069	11/21/2024	Open			Accounts Payable	CORROSION PROTECTION SOLUTIONS, INC	\$33,850.00		
	Invoice		Date	Description			Amount		
	TURLOCK-2024-1		11/07/2024	CATHODIC PROTECTION SYSTEM TESTING AND REPORT SERVICES FOR NORTH			\$33,850.00		
	Paying Fund			Cash Account			Amount		
	416 - Recycled Water Sales			416.11000 (Cash)			\$33,850.00		

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146070	11/21/2024	Open			Accounts Payable	CRESCENT SURPLUS INC	\$995.78		
	Invoice		Date	Description		Amount			
	072295		10/19/2024	ALTERATIONS FOR TYRELL REED		\$54.42			
	432597		10/18/2024	LAPD LS -TYRELL REED		\$123.02			
	072443		11/12/2024	ADD BRAID PIPING INCLUDED - ERIC GALLEGOS		\$38.10			
	072442		11/12/2024	LAPD BLU MENS PANT - ERIC GALLEGOS		\$155.68			
	436099		11/16/2024	TRUE NVY SHORT - JOSEPH WILEY		\$38.08			
	072453		11/15/2024	UNIFORM - NATE BENNER		\$586.48			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$995.78			
146071	11/21/2024	Open			Accounts Payable	CULLIGAN INC	\$273.99		
	Invoice		Date	Description		Amount			
	2024107304035421		10/31/2024	ACCT #180900 De-ionized water for WQC Lab		\$273.99			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$273.99			
146072	11/21/2024	Open			Accounts Payable	CURTIS & SONS INC, L N	\$460.83		
	Invoice		Date	Description		Amount			
	INV884767		11/07/2024	5GAL CITROSQUEEZE		\$460.83			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$460.83			
146073	11/21/2024	Open			Accounts Payable	DON PEDRO PUMP INC	\$23,111.12		
	Invoice		Date	Description		Amount			
	30398		09/30/2024	PUMP REPAIRS		\$23,111.12			
	Paying Fund			Cash Account		Amount			
	416 - Recycled Water Sales			416.11000 (Cash)		\$23,111.12			
146074	11/21/2024	Open			Accounts Payable	FASTENAL COMPANY INC	\$2,776.38		
	Invoice		Date	Description		Amount			
	CATUR194488		10/14/2024	18" ALUM PIPE WRENCH		\$2,355.25			
	CATUR194604		10/22/2024	RECIPROCATING SAW		\$421.13			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$2,776.38			
146075	11/21/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$82.83		
	Invoice		Date	Description		Amount			
	8-683-10741		11/15/2024	SHIPPING CHARGES FOR 11/15/24		\$82.83			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$56.36			
	420 - WATER			420.11000 (Cash)		\$26.47			
146076	11/21/2024	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$108.57		
	Invoice		Date	Description		Amount			
	6535024		10/30/2024	laboratory supplies.		\$108.57			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$108.57			
146077	11/21/2024	Open			Accounts Payable	FRANCHISE TAX BOARD	\$2,052.34		
	Invoice		Date	Description		Amount			
	110924WILSON		11/15/2024	11092024 PAYROLL WITHHOLDING		\$2,052.34			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$2,052.34			

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146078	11/21/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$9,217.80		
	Invoice		Date	Description		Amount			
	1K4J0105		10/01/2024	SRWA LABORATORY ANALYSIS SERVICES 10.01.24		\$2,095.60			
	k4j2904		10/29/2024	DRINKING WATER WELL ANALYSIS 123-TCP		\$328.00			
	K4J2801		10/28/2024	WEEKLY WASTEWATER SAMPLING AMMONIA		\$40.70			
	K4J2403		10/24/2024	WEEKLY WASTEWATER SAMPLING AMMONIA		\$40.70			
	K4J2304		10/23/2024	BIMONTHLY WASTEWATER ANALYSIS TOTAL PHOSPHOROUS		\$46.20			
	K4J1005		10/10/2024	FOG		\$287.70			
	K4J1515		10/15/2024	FOG		\$287.70			
	K4J2406		10/24/2024	BIMONTHLY WASTEWATER ANALYSIS-NITRATE +NITRITE AS N		\$66.00			
	K4J1603		10/16/2024	QUARTERLY WASTEWATER ANALYSIS TOTAL HARDNESS		\$51.70			
	K4J2103		10/21/2024	FOG		\$287.70			
	K4J2111		10/21/2024	FOG		\$287.70			
	K4J3103		10/31/2024	PLANT COMPLIANCE BOD & TSS		\$359.10			
	K4J3102		10/31/2024	NONSIU ANALYSIS		\$281.40			
	K4J2205		10/22/2024	DRINKING WATER WELL ANALYSIS 123-TCP		\$328.00			
	K4J2408		10/24/2024	PRS STATION MONITORING - W24		\$753.15			
	K4J2407		10/24/2024	PRS STATION MONITORING - W37		\$738.15			
	K4J2809		10/28/2024	SENTINEL PLAN		\$403.20			
	K4J2307		10/23/2024	CORROSION CONTROL WQP MON-TERMINAL TANK PUMP STATION		\$64.00			
	K4J2306		10/23/2024	CORROSION CONTROL WQP MON-WELL 38 (FINAL EFFLUENT)		\$43.00			
	K4J0903		10/09/2024	WELL 38 MONTHLY ANALYSIS		\$359.10			
	K4K0512		11/05/2024	MONTHLY LABORATORY DILUTION		\$44.00			
	K4K0620		11/06/2024	DRINKING WATER WELL ANALYSIS NITRATE		\$32.00			
	K4K0401		11/04/2024	DOWNTOWN PCE REMEDIATION PROJECT		\$1,494.00			
	K4K1105		11/11/2024	SRWA LABORATORY ANALYSIS SERVICES 11.11.24		\$45.00			
	K4K0703		11/07/2024	SRWA LABORATORY ANALYSIS SERVICES 11.07.24		\$180.00			
	K4K0610		11/06/2024	SRWA LABORATORY ANALYSIS SERVICES 11.06.24		\$229.00			
	K4K0511		11/05/2024	SRWA LABORATORY ANALYSIS SERVICES 11.05.24		\$45.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,036.60			
	420 - WATER			420.11000 (Cash)		\$4,586.60			
	950 - SRWA - JPA			950.11000 (Cash)		\$2,594.60			
146079	11/21/2024	Open			Accounts Payable	GILLIG LLC	\$793.62		
	Invoice		Date	Description		Amount			
	41243221		11/15/2024	82-63715-000 1 EA MOTOR ASM, GEAR		\$793.62			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$793.62			
146080	11/21/2024	Open			Accounts Payable	GRAINGER INC, W W	\$1,167.92		
	Invoice		Date	Description		Amount			
	9308312926		11/07/2024	SRWA Supplies - Insulation Knife & Aviation Snips		\$170.29			
	9313628282		11/12/2024	SRWA Supplies - Lithium AA Batteries		\$72.63			
	9315607607		11/13/2024	2-WAY BALL VALVE		\$511.47			
	9315607599		11/13/2024	PROGRESS 90 ELBOW		\$413.53			
	Paying Fund			Cash Account		Amount			

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146081	420 - WATER			420.11000 (Cash)			\$925.00		
	450 - SRWA - Operations			450.11000 (Cash)			\$242.92		
	11/21/2024	Open			Accounts Payable	HAJOCA CORPORATION		\$1,335.93	
	Invoice		Date	Description			Amount		
	S014093933.001		11/04/2024	ITEM #4035			\$346.73		
	S014078944.001		11/04/2024	CHRISTY BOX			\$989.20		
146082	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,335.93		
	11/21/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK		\$129.26	
	Invoice		Date	Description			Amount		
	INV00530653		11/01/2024	CHAMBER BRITE AUTOCLAVE CLEANER			\$129.26		
	Paying Fund			Cash Account			Amount		
146083	420 - WATER			420.11000 (Cash)			\$129.26		
	11/21/2024	Open			Accounts Payable	HOLT OF CALIFORNIA INC		\$563.12	
	Invoice		Date	Description			Amount		
	K5977801		11/06/2024	TRACK SKID STEER RENTAL			\$563.12		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$563.12		
146084	11/21/2024	Open			Accounts Payable	iFlow Inc.		\$9,048.08	
	Invoice		Date	Description			Amount		
	103446		11/06/2024	ULTRASONIC WATER METERS			\$9,048.08		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$9,048.08		
	11/21/2024	Open			Accounts Payable	ITRON INC		\$3,710.79	
146085	Invoice		Date	Description			Amount		
	692965		11/11/2024	HOSTING SERVICE 12/1 - 12/31/24			\$3,710.79		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$3,710.79		
	11/21/2024	Open			Accounts Payable	JARVIS FAY LLP		\$6,549.00	
	Invoice		Date	Description			Amount		
146086	19506		10/31/2024	SPECIAL COUNSEL SERVICES			\$6,549.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$6,549.00		
	11/21/2024	Open			Accounts Payable	JESTER AUTO WORKS		\$27,191.13	
	Invoice		Date	Description			Amount		
	7431		11/04/2024	POL23-1374 LT Outer panel w/o ZR2 PAINT			\$1,126.51		
146087	7433		11/08/2024	PK17-4601 PAINT TAILGATE			\$604.51		
	7354		11/12/2024	POL23-1371 FRONT END DAMAGE			\$16,882.85		
	7436		11/15/2024	POL21-1360 FRONT END DAMAGE			\$8,577.26		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$27,191.13		
	11/21/2024	Open			Accounts Payable	LC ACTION POLICE SUPPLY, LTD		\$2,383.49	
146088	Invoice		Date	Description			Amount		
	466800		07/02/2024	DELTA 5 PRO 16" .308 VARMINT RIFLE			\$2,383.49		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,383.49		

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146089	11/21/2024	Open			Accounts Payable	Life-Assist, Inc	\$273.05		
	Invoice		Date	Description		Amount			
	1508013		09/09/2024	NASOPHARYNGEAL		\$273.05			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$273.05			
146090	11/21/2024	Open			Accounts Payable	Linde Inc.	\$9,531.25		
	Invoice		Date	Description		Amount			
	46264320		11/08/2024	SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE 11.08.24		\$9,531.25			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$9,531.25			
146091	11/21/2024	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$6,512.60		
	Invoice		Date	Description		Amount			
	53326		10/31/2024	23-031 Engineering Design Services Task Order 1-53326		\$1,363.28			
	53327		10/27/2024	23-052 Mark Thomas Task Order No.2 Roads Program-Geer-10/27/24		\$5,149.32			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$6,512.60			
146092	11/21/2024	Open			Accounts Payable	Midstate Automotive Equipment Company	\$802.06		
	Invoice		Date	Description		Amount			
	24011182		11/08/2024	MOHMP-0400-A-... Jack Assembly		\$802.06			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$802.06			
146093	11/21/2024	Open			Accounts Payable	MME	\$133.92		
	Invoice		Date	Description		Amount			
	029358		11/14/2024	S-29138 T HANDLE ASSY. - BLACK ANODIZED		\$133.92			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$133.92			
146094	11/21/2024	Open			Accounts Payable	MWI VETERINARY SUPPLY CO DBA MWI ANIMAL HEALTH	\$472.73		
	Invoice		Date	Description		Amount			
	57819948		11/14/2024	EUTHAPHEN PENTOBARB		\$332.77			
	57804482		11/13/2024	XYLAMED INJ		\$139.96			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$472.73			
146095	11/21/2024	Open			Accounts Payable	NAPA AUTO PARTS	\$7.72		
	Invoice		Date	Description		Amount			
	828878		11/14/2024	81619 UP BRAKE CAL RUBBER KIT ()		\$7.72			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$7.72			
146096	11/21/2024	Open			Accounts Payable	NBS GOVERNMENT FINANCE GROUP	\$6,306.50		
	Invoice		Date	Description		Amount			
	202410-3570		10/31/2024	Development of Sewer Capacity Charges		\$6,306.50			
	Paying Fund			Cash Account		Amount			

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146097	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$6,306.50		
	11/21/2024	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$286.87		
	Invoice		Date	Description		Amount			
	14K0033309543		11/08/2024	5 Gallon water & plastic cups @ Corp Yard (10/7 - 11/6/2024)		\$286.87			
	Paying Fund			Cash Account		Amount			
146098	110 - General Fund			110.11000 (Cash)			\$143.43		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$71.73		
	246 - Landscape Assessment			246.11000 (Cash)			\$71.71		
	11/21/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$2,002.57		
	Invoice		Date	Description		Amount			
146099	8577-435389		11/08/2024	52-7412 HYDRAULIC BOOSTER		\$239.39			
	8577-435393		11/08/2024	SLB LOADRBX2 EQUALIZER LED BULB		\$13.30			
	8577-435529		11/12/2024	BATTERY		\$209.29			
	8577-435553		11/12/2024	BATTERY-Credit for Orig 435052		(\$23.90)			
	8577-435552		11/12/2024	BATTERY-Credit for Orig 435529		(\$23.90)			
	8577-435551		11/12/2024	BATTERY-Credit for Orig 435076		(\$23.90)			
	8577-435562		11/12/2024	BRAKE PADS AND PRESSURE SENSOR		\$123.62			
	8577-435581		11/12/2024	XVM296BT 7" LED Touchscreen Mechless Digital Rad		\$124.91			
	8577-435622		11/13/2024	BATTERY		\$209.29			
	8577-435628		11/13/2024	81101S 10 GA Red Pmry Wire		\$77.45			
	8577-435685		11/14/2024	WIRE-Credit for Orig 435628		(\$77.45)			
	8577-435695		11/14/2024	BATTERY		\$189.20			
	8577-435697		11/14/2024	STARTER		\$199.86			
	8577-435699		11/14/2024	FILTERS		\$25.82			
	8577-435705		11/14/2024	71432 Triangle Warning Kit		\$25.66			
	8577-435708		11/14/2024	410-96740 Ball Joint		\$104.11			
	8577-435731		11/14/2024	ROTORS AND PADS		\$243.02			
	8577-435771		11/15/2024	ROTORS AND PADS		\$366.80			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$964.38		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$51.48		
	420 - WATER			420.11000 (Cash)			\$457.82		
	426 - Transit			426.11000 (Cash)			\$528.89		
146099	11/21/2024	Open			Accounts Payable	NORTH AMERICA FIRE EQUIPMENT CO, INC. DBA NAFECO	\$3,712.50		
	Invoice		Date	Description		Amount			
	1309288		11/11/2024	NOZZLE TIPS FOR MST HOSE LOADS		\$3,712.50			
	QUOTE#1265421								
	Paying Fund			Cash Account		Amount			
146100	110 - General Fund			110.11000 (Cash)			\$3,712.50		
	11/21/2024	Open			Accounts Payable	Operational Technical Services, LLC	\$4,110.00		
	Invoice		Date	Description		Amount			
	4581		11/06/2024	SRWA - Senior Operator MC 11.04.24 - 11.06.24		\$4,110.00			
	Paying Fund			Cash Account		Amount			
146100	450 - SRWA - Operations			450.11000 (Cash)			\$4,110.00		

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146101	11/21/2024	Open			Accounts Payable	OREILLY AUTO PARTS	\$680.54		
	Invoice		Date	Description		Amount			
	2800-486021		11/08/2024	FRONT END PARTS		\$278.64			
	2800-487254		11/13/2024	MET 70-1771 WIRE HARNESS		\$20.63			
	2800-487495		11/13/2024	MGF 447176 MagnaFlow California Universal Catalytic Converter		\$366.27			
	2800-487530		11/13/2024	MET 99-5027 BRACKET		\$54.09			
	2800-487548		11/13/2024	credit on MET 99-5027 BRACKET		(\$39.09)			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$278.64			
	420 - WATER			420.11000 (Cash)		\$401.90			
146102	11/21/2024	Open			Accounts Payable	P G & E	\$15,980.32		
	Invoice		Date	Description		Amount			
	701 WLNT 11/8/24		11/08/2024	6224543828-8 / 701 S Walnut Rd		\$444.90			
	CNG 11/8/24		11/08/2024	8466606707-3 / 901 S Walnut Rd CNG		\$1,397.93			
	WLNT#A 11/8/24		11/08/2024	3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station		\$12,465.70			
	FIRE#4 11/10/24		11/10/2024	7556584382-0 / 2820 N Walnut-Fire #4		\$46.40			
	PSF 11/8/24		11/08/2024	8391988340-1 / 244 N Broadway-PSF		\$1,561.10			
	TRANSIT2 11/8/24		11/08/2024	9448303839-7 / 1418 N Golden State Blvd Ste 2		\$31.37			
	TRANSIT1 11/8/24		11/08/2024	0913752739-7 / 1418 N Golden State Blvd Ste 1		\$32.92			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,607.50			
	426 - Transit			426.11000 (Cash)		\$12,529.99			
	505 - Fleet			505.11000 (Cash)		\$1,842.83			
146103	11/21/2024	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$19,832.52		
	Invoice		Date	Description		Amount			
	059978586		11/12/2024	CORP BALL STOP		\$6,440.27			
	059924477-1		10/30/2024	REPAIR CLAMP		\$489.69			
	059879232-3		10/16/2024	C900		\$26.07			
	059772979-3		10/18/2024	BRS 90 FORD		\$420.38			
	059840750		10/17/2024	ADAPTER RETAINER		\$3,040.22			
	059840701-4		10/28/2024	FIRE HYDRANT		\$4,581.72			
	059947859		10/28/2024	C900		\$1,479.69			
	059879232-4		10/23/2024	C900		\$60.83			
	059924477-2		11/01/2024	FLEX CPLG FORD		\$1,058.14			
	059924477-3		11/04/2024	REPAIR CLAMP		\$2,235.51			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,998.81			
	420 - WATER			420.11000 (Cash)		\$15,833.71			
146104	11/21/2024	Open			Accounts Payable	PODS ENTERPRISES, LLC	\$228.10		
	Invoice		Date	Description		Amount			
	PODS008441639		11/14/2024	Monthly Rental @ 701 S. Walnut (11/14-12/14/2024)		\$228.10			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$228.10			

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146105	11/21/2024	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP INC	\$5,411.90		
	Invoice		Date	Description		Amount			
	114578		11/12/2024	Well 35 Grant Assistance services from Oct 1,2024- Oct 31,2024		\$5,411.90			
	Paying Fund			Cash Account		Amount			
	422 - Well Remediation			422.11000 (Cash)		\$5,411.90			
146106	11/21/2024	Open			Accounts Payable	R3 Consulting Group, Inc.	\$2,500.00		
	Invoice		Date	Description		Amount			
	124105		11/04/2024	On-call consulting - Services rendered up to Oct 31, 2024		\$2,500.00			
	Paying Fund			Cash Account		Amount			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)		\$2,500.00			
146107	11/21/2024	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$2,500.00		
	Invoice		Date	Description		Amount			
	23399		11/08/2024	CONTRACT NOVEMBER 2024		\$1,000.00			
	23405		11/15/2024	PRE-EMPLOYMENT SCREENING		\$500.00			
	23400		11/08/2024	FIRE - NOV 2024 CONTRACT		\$1,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,500.00			
146108	11/21/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$139.70		
	Invoice		Date	Description		Amount			
	3039434580		11/09/2024	FL3Z1521991A:FRD CYLINDER AND HOUSING		\$139.70			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$139.70			
146109	11/21/2024	Open			Accounts Payable	SOUTHERN TIRE MART	\$3,897.04		
	Invoice		Date	Description		Amount			
	7320014727		11/08/2024	BUS TIRES		\$3,823.24			
	7320014830		11/13/2024	AD21-4781S TIRE REPAIR		\$73.80			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$73.80			
	426 - Transit			426.11000 (Cash)		\$3,823.24			
146110	11/21/2024	Open			Accounts Payable	STATE OF CALIFORNIA	\$1,261.00		
	Invoice		Date	Description		Amount			
	772762		11/05/2024	OCTOBER 2024 FINGERPRINTING		\$1,261.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,261.00			
146111	11/21/2024	Open			Accounts Payable	STOMMEL INC DBA LEHR	\$48,837.76		
	Invoice		Date	Description		Amount			
	SI111632		11/06/2024	2024 CHEVROLET TAHOE UPFITTING - SRODRIGUES		\$10,806.01			
	SI110997		10/23/2024	2022 CHEVY TAHOE PROJECT QUOTE#38356		\$38,031.75			
	Paying Fund			Cash Account		Amount			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)		\$48,837.76			
146112	11/21/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$405.35		
	Invoice		Date	Description		Amount			
	110924BECCHETTI		11/15/2024	11092024 PAYROLL WITHHOLDING		\$405.35			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146113	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$405.35		
	11/21/2024	Open			Accounts Payable	T I D		\$328,327.83	
	Invoice			Date	Description		Amount		
	083201 - NOV 24			11/12/2024	ACC#0832010000 - NOV 2024		\$10,260.40		
	183201 - NOV 24			11/12/2024	ACC#1832010000 - NOV 2024		\$4,999.66		
	283201 - NOV 24			11/12/2024	ACC#2832010000 - NOV 2024		\$14,522.06		
	383201 - NOV 24			11/09/2024	ACC#3832010000 - NOV 2024		\$3,883.47		
	483201 - NOV 24			11/12/2024	ACC#4832010000 - NOV 2024		\$187,317.72		
	683201 - NOV 24			11/12/2024	ACC#6832010000 - NOV 2024		\$5,708.97		
	773201 - NOV 24			11/09/2024	ACC#7732010000 - NOV 2024		\$11,569.93		
	873201 - NOV 24			11/09/2024	ACC#8732010000 - NOV 2024		\$9,584.93		
	973201 - NOV 24			11/12/2024	ACC#9732010000 - NOV 2024		\$80,480.69		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$23,063.51		
146114	205 - Sports Facilities			205.11000 (Cash)			\$3,553.76		
	216 - Streets - Local Transportation			216.11000 (Cash)			\$27,145.70		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$124.11		
	246 - Landscape Assessment			246.11000 (Cash)			\$13,583.50		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$165,127.72		
	416 - Recycled Water Sales			416.11000 (Cash)			\$5,001.61		
	420 - WATER			420.11000 (Cash)			\$87,075.43		
	426 - Transit			426.11000 (Cash)			\$1,692.43		
	505 - Fleet			505.11000 (Cash)			\$1,960.06		
	11/21/2024	Open			Accounts Payable	TAYLOR VETERINARY HOS INC		\$437.29	
	Invoice			Date	Description		Amount		
	3450451			11/13/2024	A041350		\$107.83		
	3449860			10/16/2024	A041191		\$329.46		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$437.29		
146115	11/21/2024	Open			Accounts Payable	TURLOCK CITY TOW INC		\$46.17	
	Invoice			Date	Description		Amount		
	141876			10/06/2024	TOWING SERVICE FOR PD ON 10/6/24		\$46.17		
	Paying Fund			Cash Account			Amount		
146116	110 - General Fund			110.11000 (Cash)			\$46.17		
	11/21/2024	Open			Accounts Payable	TURLOCK JOURNAL		\$1,223.00	
	Invoice			Date	Description		Amount		
	381177			10/31/2024	Embrace Turlock Beauty Journal Ad		\$300.00		
	374561			07/31/2024	Public Notice for 9/5/24 PC Meeting		\$210.00		
	377308			09/08/2024	Public Notice for 9/19/24 PC Spc Meeting		\$299.00		
	377645			09/15/2024	Public Notice for 10/3/24 PC Meeting		\$230.00		
	380537			10/27/2024	Public Notice for 11/7/24 PC Meeting		\$184.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$923.00		
146117	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			\$300.00		
	11/21/2024	Open			Accounts Payable	TURLOCK SCAVENGER CO INC		\$126.54	
	Invoice			Date	Description		Amount		
	0002958898			10/31/2024	SRWA - 6 yard Bin Service 11/1/24 - 11/30/24		\$126.54		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146118	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$126.54		
	11/21/2024	Open			Accounts Payable	TURLOCK SMOG LLC	\$252.00		
	Invoice			Date	Description		Amount		
	Invoice #10245			11/08/2024	ST03-7030 smog		\$28.00		
	Invoice #10248			11/08/2024	SP06-4286 SMOG		\$28.00		
	Invoice #10249			11/08/2024	AD08-0442 SMOG		\$28.00		
	Invoice #10251			11/08/2024	TRA15-10390000 SMOG		\$28.00		
	Invoice #10253			11/08/2024	TRA15-1050000 SMOG		\$28.00		
	Invoice #10256			11/08/2024	EL13-688 SMOG		\$28.00		
	Invoice #10255			11/08/2024	TRA15-1051000 SMOG		\$28.00		
	Invoice #10305			11/14/2024	FR08-286 smog		\$28.00		
	Invoice #10314			11/15/2024	WT06-582 SMOG		\$28.00		
	Paying Fund			Cash Account			Amount		
146119	110 - General Fund			110.11000 (Cash)			\$28.00		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$28.00		
	246 - Landscape Assessment			246.11000 (Cash)			\$28.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$56.00		
	420 - WATER			420.11000 (Cash)			\$28.00		
	426 - Transit			426.11000 (Cash)			\$84.00		
	11/21/2024	Open			Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$2,240.00		
	Invoice			Date	Description		Amount		
	2222634			10/01/2024	A041306-318, A041320-333		\$2,240.00		
	Paying Fund			Cash Account			Amount		
	266 - Police Services Grants			266.11000 (Cash)			\$2,240.00		
146120	11/21/2024	Open			Accounts Payable	TURLOCK UMPIRE GROUP	\$6,642.00		
	Invoice			Date	Description		Amount		
	2024-09			11/01/2024	October Fall Softball Umpires		\$6,642.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$6,642.00		
146121	11/21/2024	Open			Accounts Payable	UMR	\$968.81		
	Invoice			Date	Description		Amount		
	TOSTA DEC 2024			11/01/2024	Retiree Health Premiums December 2024		\$968.81		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$968.81		
146122	11/21/2024	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$32,352.34		
	Invoice			Date	Description		Amount		
	52551389			11/05/2024	UT - SODIUM HYPOCHLORITE / CHLORINE		\$1,659.25		
	52569341			11/13/2024	SODIUM HYPOCHLORITE		\$15,917.55		
	52565969			11/12/2024	SRWA SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 11.12.24		\$14,775.54		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$15,917.55		
	420 - WATER			420.11000 (Cash)			\$1,659.25		
	450 - SRWA - Operations			450.11000 (Cash)			\$14,775.54		

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From Payment Date: 11/15/2024 - To Payment Date: 11/21/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146123	11/21/2024	Open			Accounts Payable	VERIZON WIRELESS	\$6,943.51		
	Invoice		Date	Description		Amount			
	9976611368		10/18/2024	642482150-00001 UTILITY WELL SITES-SIM CARD USAGE 9/19-10/18		\$523.45			
	9975461702		10/03/2024	972530635-00029 UTILITIES (9/4-10/3)		\$1,474.44			
	9975461703		10/03/2024	972530635-00030 WQC (9/4-10/3)		\$494.13			
	9975461704		10/03/2024	972530635-00032 ELECTRICAL (9/4-10/3)		\$65.59			
	9975461707		10/03/2024	972530635-00037-UTILITY METER WELL SITES - MASTER RADIO(9/4-10/3)		\$42.55			
	9977900608		11/03/2024	POLICE OCT 04 - NOV 03		\$3,798.88			
	9977900609		11/03/2024	FIRE IPAD CHARGES OCT 04-NOV 03, 2024		\$228.06			
	9977900612		11/03/2024	CM/CA/EDC/CC - Monthly Cell Phone & Devices Bill		\$316.41			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,343.35			
	246 - Landscape Assessment			246.11000 (Cash)		\$40.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,084.01			
	420 - WATER			420.11000 (Cash)		\$1,372.44			
	450 - SRWA - Operations			450.11000 (Cash)		\$103.71			
146124	11/21/2024	Open			Accounts Payable	VWR INTERNATIONAL INC	\$1,432.23		
	Invoice		Date	Description		Amount			
	8817498475		10/31/2024	laboratory supplies.		\$385.64			
	8817505736		10/31/2024	laboratory supplies.		\$207.85			
	8817497100		10/30/2024	laboratory supplies.		\$154.49			
	8817488367		10/30/2024	laboratory supplies.		\$108.99			
	8817472161		10/29/2024	laboratory supplies.		(\$31.81)			
	8817441174		10/24/2024	laboratory supplies.		\$7.50			
	8817452609		10/25/2024	laboratory supplies.		\$409.98			
	8817580075		11/11/2024	laboratory supplies.		\$189.59			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$471.33			
	420 - WATER			420.11000 (Cash)		\$960.90			
146125	11/21/2024	Open			Accounts Payable	World Oil, LLC	\$357.94		
	Invoice		Date	Description		Amount			
	I500-01140113		11/05/2024	HAZARDOUS LIQUID - 55 GL DRUM (1); 55 GAL C/T METAL DRUM		\$357.94			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$357.94			
146126	11/21/2024	Open			Accounts Payable	ZALCO LABORATORIES INC	\$720.00		
	Invoice		Date	Description		Amount			
	2410501		11/04/2024	METHANE & ACID PHASE DIGESTER		\$720.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$720.00			
146127	11/21/2024	Open			Accounts Payable	ZOLL DATA SYSTEMS, INC.	\$6,400.00		
	Invoice		Date	Description		Amount			
	INV00186254		10/29/2024	HOSTED FIRE RMS - AUG-NOV 2024		\$6,400.00			
	Paying Fund			Cash Account		Amount			
	116 - Special Public Safety			116.11000 (Cash)		\$6,400.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146128	11/21/2024	Open			Accounts Payable	ARROYO, ELIAS	\$320.00		
	Invoice		Date	Description			Amount		
	TR 5050 PER DIEM		11/20/2024	TACTICAL SHOTGUN BREACHING, 12/1/24-12/6/24, MCCLELLAN			\$320.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$320.00		
146129	11/21/2024	Open			Accounts Payable	DALE, RACHEL	\$280.00		
	Invoice		Date	Description			Amount		
	TR 5052 PER DIEM		10/24/2024	COMMUNICATIONS TRAIN. OFFICER, 12/8/24- 12/13/24, SAN JOSE			\$280.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$280.00		
146130	11/21/2024	Open			Accounts Payable	TRUJILLO, VICTORIA	\$128.00		
	Invoice		Date	Description			Amount		
	TR 5057 PER DIEM		11/13/2024	PRA TRAIN, 12/10/24-12/12/24, FRESNO			\$128.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$128.00		
146131	11/21/2024	Open			Accounts Payable	VON KLEIST, JAIME	\$242.00		
	Invoice		Date	Description			Amount		
	TR 5058 PER DIEM		11/01/2024	2024 PATC WINTER TRAIN. CONF., 12/10/24- 12/13/24, LAS VEGAS			\$242.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$242.00		

Type Check Totals:

AP - Accounts Payable Totals

86 Transactions

\$1,300,651.82

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$1,300,651.82	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	86	\$1,300,651.82	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$1,300,651.82	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 11/15/2024 - To Payment Date: 11/21/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	86	\$1,300,651.82	\$0.00	
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	86	\$1,300,651.82	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	86	\$1,300,651.82	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	86	\$1,300,651.82	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	86	\$1,300,651.82	\$0.00

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From Payment Date: 11/22/2024 - To Payment Date: 11/28/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
146132	11/22/2024	Open			Accounts Payable	HERNANDEZ, HENRY	\$64.00		
	Invoice		Date	Description		Amount			
	TR 5049 PER DIEM		11/20/2024	CNOA, 11/23/24 - 11/26/24, INDIAN WELLS		\$64.00			
	Paying Fund			Cash Account		Amount			
	201 - Asset Forfeiture			201.11000 (Cash)		\$64.00			
146133	11/22/2024	Open			Accounts Payable	VILLAPUDUA , ROBERT	\$64.00		
	Invoice		Date	Description		Amount			
	TR 5049 PER DIEM		11/20/2024	CNOA, 11/23/24 - 11/26/24, INDIAN WELLS		\$64.00			
	Paying Fund			Cash Account		Amount			
	201 - Asset Forfeiture			201.11000 (Cash)		\$64.00			
146134	11/26/2024	Open			Accounts Payable	ABS DIRECT INC	\$21,726.03		
	Invoice		Date	Description		Amount			
	137268		10/08/2024	#9 GRAY ENVELOPES & #10 WINDOW ENVELOPES		\$21,726.03			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$7,242.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$7,242.01			
	420 - WATER			420.11000 (Cash)		\$7,242.02			
146135	11/26/2024	Open			Accounts Payable	ALAMEDA CO SHERIFFS OFFICE	\$1,147.00		
	Invoice		Date	Description		Amount			
	L23-0448-2		11/07/2024	187 PC INVESTIGATION, FIREARMS EVIDENCE		\$1,147.00			
	Paying Fund			EXAM FOR TP23000312		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,147.00			
146136	11/26/2024	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$1,307.10		
	Invoice		Date	Description		Amount			
	INV4417		11/13/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$184.66			
	INV4429		11/14/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$184.66			
	INV4428		11/14/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$848.49			
	INV4431		11/14/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$89.29			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,307.10			
146137	11/26/2024	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	\$214.00		
	Invoice		Date	Description		Amount			
	11/18/24		11/18/2024	Monthly Internet Service - 11/19/24-12/18/24		\$214.00			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$214.00			
146138	11/26/2024	Open			Accounts Payable	AT&T MOBILITY	\$2,236.66		
	Invoice		Date	Description		Amount			
	4173X10272024		10/19/2024	287310834173 / SIM CARDS FOR WQC-SRWA-PARKS		\$1,139.91			
	5677X10272024		10/19/2024	287262975677 / WQC/Utilities Phones/Data (10/19/24)		\$1,096.75			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$88.06			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,545.40			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146139	420 - WATER			420.11000 (Cash)			\$491.53		
	450 - SRWA - Operations			450.11000 (Cash)			\$111.67		
	11/26/2024	Open			Accounts Payable	AT&T/SBC	\$31.57		
	Invoice		Date	Description			Amount		
	PD 11/7/24		11/07/2024	Acct# 234 371-3447 543 0/ Police Dept			\$31.57		
146140	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$31.57		
	11/26/2024	Open			Accounts Payable	AXON ENTERPRISE, INC.	\$401,289.60		
	Invoice		Date	Description			Amount		
	INUS283077		09/25/2024	AXON ENTERPRISE ANNUAL MAINTENANCE AGREEMENT			\$383,880.07		
146141	INUS283179		09/26/2024	FLEX POV HARDWARE BUNDLE/AXON VR - PSO - FULL INSTALLATION			\$17,409.53		
	Paying Fund			Cash Account			Amount		
	118 - Measure A			118.11000 (Cash)			\$54,286.85		
	119 - American Rescue Plan Act			119.11000 (Cash)			\$22,848.90		
	240 - Small Equipment Replacement			240.11000 (Cash)			\$17,345.34		
146142	267 - AB3229 SLESF (COPS) Grants			267.11000 (Cash)			\$306,808.51		
	11/26/2024	Open			Accounts Payable	Blair, Church & Flynn Consulting Engineers, Inc.	\$869.94		
	Invoice		Date	Description			Amount		
	80339		10/31/2024	SR06, 23-030 RWQCF In Plant Waste Line Repair- 10/31/24			\$869.94		
	Paying Fund			Cash Account			Amount		
146143	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$869.94		
	11/26/2024	Open			Accounts Payable	BRISCO ENTERPRISES INC	\$112,894.24		
	Invoice		Date	Description			Amount		
	45140		11/15/2024	2756.88 TONS OF BIOSOLIDS REMOVED RWQCF BIOSOLIDS REMOVAL			\$112,894.24		
	Paying Fund			Cash Account			Amount		
146144	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$112,894.24		
	11/26/2024	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$1,955.96		
	Invoice		Date	Description			Amount		
	L0028750998		11/15/2024	WATER RIGHTS			\$1,955.96		
	Paying Fund			Cash Account			Amount		
146145	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,955.96		
	11/26/2024	Open			Accounts Payable	CCME, Inc.	\$100,428.36		
	Invoice		Date	Description			Amount		
	7		10/31/2024	23-031 CM for Roads Task Order No.1A Bid Package 1-10/30/24			\$100,428.36		
	Paying Fund			Cash Account			Amount		
146146	115 - Measure A - Roads			115.11000 (Cash)			\$100,428.36		
	11/26/2024	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$544.80		
	Invoice		Date	Description			Amount		
	258823		11/14/2024	FILL SAND			\$544.80		
	Paying Fund			Cash Account			Amount		

City of Turlock

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From Payment Date: 11/22/2024 - To Payment Date: 11/28/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146146	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$544.80		
	11/26/2024	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$844.00		
	Invoice		Date	Description		Amount			
	81578		11/06/2024	PM (section 3) October 2024		\$844.00			
	Paying Fund			Cash Account		Amount			
146147	501 - Information Technology			501.11000 (Cash)			\$844.00		
	11/26/2024	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$303.72		
	Invoice		Date	Description		Amount			
	0006514111524		11/15/2024	INTERNET AT CITY BLDGS; SENIOR CENTER; MARTY YERBY & RUBE BOESCH		\$303.72			
	Paying Fund			Cash Account		Amount			
146148	110 - General Fund			110.11000 (Cash)			\$303.72		
	11/26/2024	Open			Accounts Payable	CITY OF MODESTO	\$95,845.38		
	Invoice		Date	Description		Amount			
	151745		11/01/2024	FIRE ADMINISTRATIVE SERVICES NOV 2024		\$31,948.46			
	150053		09/03/2024	FIRE ADMINISTRATIVE SERVICES SEPT 2024		\$31,948.46			
146149	110 - General Fund			110.11000 (Cash)			\$95,845.38		
	11/26/2024	Open			Accounts Payable	COLE-PARMER INSTRUMENT COMPANY LLC	\$224.34		
	Invoice		Date	Description		Amount			
	3858231		11/04/2024	NIST CERT F/INFRARED INSTRMENT		\$224.34			
	Paying Fund			Cash Account		Amount			
146150	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$112.17		
	420 - WATER			420.11000 (Cash)			\$112.17		
	11/26/2024	Open			Accounts Payable	CONDOR EARTH TECH INC	\$3,754.35		
	Invoice		Date	Description		Amount			
	91233		09/08/2024	Environmental Compliance Assistance		\$3,754.35			
146151	420 - WATER			420.11000 (Cash)			\$3,754.35		
	11/26/2024	Open			Accounts Payable	CRESCENT SURPLUS INC	\$1,097.37		
	Invoice		Date	Description		Amount			
	072447		11/13/2024	UNIFORM - JOSEPH WILEY		\$708.99			
	072478		11/21/2024	UNIFORM - KEVIN SAKASEGAWN		\$388.38			
146152	110 - General Fund			110.11000 (Cash)			\$1,097.37		
	11/26/2024	Open			Accounts Payable	DEPARTMENT OF MOTOR VEHICLES	\$27.00		
	Invoice		Date	Description		Amount			
	FLT92-87		11/22/2024	REPLACEMENT TITLE FOR FLT92-87		\$27.00			
	Paying Fund			Cash Account		Amount			
146153	505 - Fleet			505.11000 (Cash)			\$27.00		
	11/26/2024	Open			Accounts Payable	DISPENSING TECHNOLOGY CORPORATION	\$147.84		
	Invoice		Date	Description		Amount			
	16887		11/20/2024	70-018853 IGNITOR, TPM		\$147.84			

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146154	Paying Fund					Cash Account	Amount		
	217 - Streets - Gas Tax					217.11000 (Cash)	\$147.84		
	11/26/2024	Open			Accounts Payable	DON PEDRO PUMP INC	\$27,699.47		
	Invoice		Date		Description		Amount		
	30334		09/17/2024		PUMP REPAIRS WELL #31		\$27,285.94		
146155	30487		10/23/2024		PUMP REPAIRS		\$413.53		
	Paying Fund					Cash Account	Amount		
	420 - WATER					420.11000 (Cash)	\$27,699.47		
	11/26/2024	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$502.42		
	Invoice		Date		Description		Amount		
146156	s6243387.001		09/04/2024		REPLACEMENT SWITCH COVER ACID PHASE		\$20.90		
	S6280326.001		10/17/2024		BUILDING @ BOILER 3		\$82.97		
	S6286225.001		10/28/2024		MATERIALS FOR NEW PLUGS AIR COMPRESSOR		\$99.03		
	S6283717.001		10/22/2024		& DRYER		\$242.92		
	S6295891.001		11/05/2024		NEW FUSES FOR NEW AIR COMPRESSOR		\$56.60		
146157	Paying Fund					Cash Account	Amount		
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$77.50		
	505 - Fleet					505.11000 (Cash)	\$424.92		
	11/26/2024	Open			Accounts Payable	ENVIRONMENTAL RESOURCE ASSOCIATES	\$436.37		
	Invoice		Date		Description		Amount		
146158	096393		11/18/2024		WASTEWATER COLIFORM MICROBE LAB		\$436.37		
	Paying Fund					Cash Account	Amount		
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$436.37		
	11/26/2024	Open			Accounts Payable	EQUIFAX	\$4.83		
	Invoice		Date		Description		Amount		
146159	2062974914		11/17/2024		PD BACKGROUNDS		\$4.83		
	Paying Fund					Cash Account	Amount		
	110 - General Fund					110.11000 (Cash)	\$4.83		
	11/26/2024	Open			Accounts Payable	Esmeralda Gutierrez dba Taqueria La Primera	\$1,750.00		
	Invoice		Date		Description		Amount		
146160	1st Payment-TBD		11/01/2024		1st Payment - Taqueria La Primera- Bus. Dev. Program		\$1,750.00		
	Paying Fund					Cash Account	Amount		
	119 - American Rescue Plan Act					119.11000 (Cash)	\$1,750.00		
	11/26/2024	Open			Accounts Payable	FALANY FENCE COMPANY INC	\$1,663.00		
	Invoice		Date		Description		Amount		
146161	15372		11/13/2024		REPAIR TRIPLE GATE KENNEL AT ANIMAL		\$1,663.00		
	Paying Fund					Cash Account	Amount		
	110 - General Fund					110.11000 (Cash)	\$1,663.00		
	11/26/2024	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC	\$843.50		
	Invoice		Date		Description		Amount		
146162	29210		10/31/2024		CAR WASH SERVICES - OCTOBER 2024		\$857.50		

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	29213		11/21/2024			CREDIT MEMO - (4) WASHES CHARGED IN ERROR	(\$14.00)		
	Paying Fund					Cash Account	Amount		
	110 - General Fund					110.11000 (Cash)	\$759.50		
	217 - Streets - Gas Tax					217.11000 (Cash)	\$7.00		
	255 - CDBG					255.11000 (Cash)	\$7.00		
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$59.50		
	420 - WATER					420.11000 (Cash)	\$3.50		
	450 - SRWA - Operations					450.11000 (Cash)	\$3.50		
	501 - Information Technology					501.11000 (Cash)	\$3.50		
146161	11/26/2024	Open			Accounts Payable	FASTENAL COMPANY INC	\$443.91		
	Invoice		Date		Description	Amount			
	CATUR195106		11/19/2024		nuts and bolts	\$443.91			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$110.97			
	217 - Streets - Gas Tax				217.11000 (Cash)	\$55.49			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$110.98			
	420 - WATER				420.11000 (Cash)	\$55.49			
	426 - Transit				426.11000 (Cash)	\$110.98			
146162	11/26/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$232.83		
	Invoice		Date		Description	Amount			
	8-690-02840		11/22/2024		SHIPPING CHARGES FOR 11/22/24	\$232.83			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$40.70			
	420 - WATER				420.11000 (Cash)	\$192.13			
146163	11/26/2024	Open			Accounts Payable	FRESNO TRUCK CENTER DBA KEYES TRUCK CENTER	\$11.63		
	Invoice		Date		Description	Amount			
	F014103603		11/21/2024		014F/TM 90 04926 VENT-FUEL .50 NPTF BRASS	\$11.63			
	Paying Fund				Cash Account	Amount			
	217 - Streets - Gas Tax				217.11000 (Cash)	\$11.63			
146164	11/26/2024	Open			Accounts Payable	GARTON TRACTOR INC	\$1,825.83		
	Invoice		Date		Description	Amount			
	P5264401		11/18/2024		PED03-943 PUMP REPAIR	\$1,825.83			
	Paying Fund				Cash Account	Amount			
	205 - Sports Facilities				205.11000 (Cash)	\$1,825.83			
146165	11/26/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$1,757.20		
	Invoice		Date		Description	Amount			
	K4K1210		11/12/2024		DRINKING WATER WELL ANALYSIS ARSENIC	\$37.00			
	K4K0402		11/04/2024		DRINKING WATER WELL ANALYSIS ARSENIC	\$37.00			
	K4K0525		11/05/2024		DRINKING WATER WELL ANALYSIS 123-TCP	\$496.00			
	K4K0602		11/06/2024		BIMONTHLY WASTEWATER ANALYSIS NITRATE +NITRATE AS N	\$66.00			
	K4K0604		11/06/2024		WEEKLY WASTEWATER SAMPLING-AMONIA	\$40.70			
	K4K0613		11/06/2024		CORROSION CONTROL WQP MON-SITES	\$619.50			
	K4K1211		11/12/2024		DRINKING WATER WELL ANALYSIS 123-TCP	\$328.00			
	K4K0614		11/06/2024		CORROSION CONTROL WQP MON-TERMINAL TANK PUMP STATION	\$64.00			
	K4K1910		11/19/2024		DRINKING WATER WELL ANALYSIS ARSENIC	\$69.00			

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146166	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$106.70			
	420 - WATER			420.11000 (Cash)		\$1,650.50			
	11/26/2024	Open			Accounts Payable	GILLIG LLC	\$403.08		
	Invoice			Date	Description	Amount			
146167	41243721		11/18/2024	82-24530-001 FH946	1 EA KIT, KING PIN, NO REAM	\$403.08			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$403.08			
	11/26/2024	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$31,488.54		
	Invoice			Date	Description	Amount			
146168	85404		11/15/2024	CUST #24090 - Fuel Expense for 11/1/24 - 11/15/24		\$28,813.31			
	85298		11/11/2024	Fuel for Fire #3		\$1,007.74			
	85178		11/16/2024	Fuel for Fire #3		\$1,667.49			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$16,492.18			
	205 - Sports Facilities			205.11000 (Cash)		\$172.22			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$2,741.43			
	246 - Landscape Assessment			246.11000 (Cash)		\$733.28			
	255 - CDBG			255.11000 (Cash)		\$106.45			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$5,956.21			
	420 - WATER			420.11000 (Cash)		\$1,886.60			
	426 - Transit			426.11000 (Cash)		\$2,914.09			
	450 - SRWA - Operations			450.11000 (Cash)		\$463.91			
	505 - Fleet			505.11000 (Cash)		\$22.17			
	11/26/2024	Open			Accounts Payable	GOMES PROPANE	\$245.01		
146169	Invoice			Date	Description	Amount			
	12753		10/18/2024	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$49.78			
	12754		10/21/2024	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$67.08			
	12748		10/10/2024	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$52.25			
	12744		10/10/2024	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$28.24			
	12738		10/01/2024	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT		\$47.66			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$245.01			
	11/26/2024	Open			Accounts Payable	GRAINGER INC, W W	\$389.72		
	Invoice			Date	Description	Amount			
146170	9224473232		08/21/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$64.43			
	9309099381		11/07/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$187.71			
	9314083420		11/12/2024	DIGESTER PUMB BELTS		\$137.58			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$389.72			
	11/26/2024	Open			Accounts Payable	GREEN HORIZON INC	\$3,695.00		
	Invoice			Date	Description	Amount			
	44494		11/02/2024	Repairs- 573 Birchwood Way Turlock		\$1,265.00			
	44493		11/02/2024	Repairs- 2065 Cody Ct., Turlock		\$890.00			
	44492		11/02/2024	Repairs- 1827 Shadow Park Dr., Turlock		\$1,540.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$3,695.00			

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146171	11/26/2024	Open			Accounts Payable	HAVEN WOMENS CENTER	\$1,823.54		
	Invoice		Date	Description		Amount			
	22003 Draw #1		10/08/2024	Draw #1		\$1,823.54			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$1,823.54			
146172	11/26/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$1,247.20		
	Invoice		Date	Description		Amount			
	INV00540438		11/13/2024	BROMTHYMOL BLUE INDICATOR SOLUTION		\$27.78			
	INV00545632		11/18/2024	LAB SUPPLIES YSI IDS OBOD OPTICAL BOD PROBE 2M		\$1,219.42			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,247.20			
146173	11/26/2024	Open			Accounts Payable	HERC RENTALS, INC.	\$4,325.70		
	Invoice		Date	Description		Amount			
	35016695-001		11/13/2024	EQUIPMENT RENTAL		\$4,325.70			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,325.70			
146174	11/26/2024	Open			Accounts Payable	HILMAR LUMBER INC	\$1,031.97		
	Invoice		Date	Description		Amount			
	694938		11/14/2024	WQC ELECT/MECH PARTS RM STOCK MATERIAL		\$179.12			
	694935		11/14/2024	WQC IN PLANT DRAIN PUMPS AIR VENT LINE		\$48.21			
	694962		11/14/2024	WQC SUPPLIES		\$190.62			
	695068		11/15/2024	WQC SUPPLIES		\$118.48			
	685033		09/09/2024	PREMIER PLUG 5 GAL		\$495.54			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$536.43			
	420 - WATER			420.11000 (Cash)		\$495.54			
146175	11/26/2024	Open			Accounts Payable	HILMAR READY MIX	\$234.63		
	Invoice		Date	Description		Amount			
	12890		10/10/2024	CONCRETE		\$234.63			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$234.63			
146176	11/26/2024	Open			Accounts Payable	Hilmar Rentals LLC	\$592.61		
	Invoice		Date	Description		Amount			
	29170		11/18/2024	WQC SUPPLIES STIHL BR 600 Z BACKPCK BLOWER		\$592.61			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$592.61			
146177	11/26/2024	Open			Accounts Payable	INDUSTRIAL ELECTRICAL CO.	\$14,029.87		
	Invoice		Date	Description		Amount			
	PI-079007		10/31/2024	WATER WELL MOTOR REPAIR SERVICES		\$4,429.87			
	PI-078948		10/31/2024	WATER WELL MOTOR REPAIR SERVICES		\$9,600.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$9,229.87			
	420 - WATER			420.11000 (Cash)		\$4,800.00			

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146178	11/26/2024	Open			Accounts Payable	J A MOMANEY SERVICES INC	\$11,780.38		
	Invoice		Date	Description		Amount			
	185054		11/01/2024	HADCO GLOVES		\$7,902.47			
	185251		11/07/2024	HADCO GLOVES		\$3,877.91			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$11,780.38			
146179	11/26/2024	Open			Accounts Payable	JCS PROPERTIES INC.	\$993.70		
	Invoice		Date	Description		Amount			
	December 2024		11/19/2024	Mobile Rent Subsidy Program FY 2024-25- Sun Garden		\$993.70			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$993.70			
146180	11/26/2024	Open			Accounts Payable	JM SQUARED	\$1,200.49		
	Invoice		Date	Description		Amount			
	I24-7900		10/14/2024	FAIRBANKS MORSE PUMP PARTS		\$1,200.49			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,200.49			
146181	11/26/2024	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$678,560.53		
	Invoice		Date	Description		Amount			
	PP10/CP 18-67		08/30/2024	18-67 Water Main and Sewer Replacement 2023		\$529,643.76			
	PP11/CP 18-67		09/27/2024	18-67 Water Main and Sewer Replacement 2023		\$148,916.77			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$678,560.53			
146182	11/26/2024	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$251.35		
	Invoice		Date	Description		Amount			
	44370398		11/11/2024	ASPHALT		\$81.77			
	44370476		11/11/2024	ASPHALT		\$84.79			
	44396815		11/13/2024	ASPHALT		\$84.79			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$251.35			
146183	11/26/2024	Open			Accounts Payable	MICROBIZ SECURITY COMPANY	\$336.00		
	Invoice		Date	Description		Amount			
	74320		08/23/2024	Technician Troubleshooting		\$336.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$336.00			
146184	11/26/2024	Open			Accounts Payable	Mid Valley IT	\$6,875.00		
	Invoice		Date	Description		Amount			
	202144436		08/12/2024	IT Consulting and Engineering Services through 8/31/2024		\$6,875.00			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$6,875.00			
146185	11/26/2024	Open			Accounts Payable	MIRACLE PLAYSYSTEMS INC	\$3,624.41		
	Invoice		Date	Description		Amount			
	D2024-0945		11/08/2024	CRANE PARK- MOGUL SLIDE		\$3,624.41			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,624.41			

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146186	11/26/2024	Open			Accounts Payable	MUNISERVICES LLC	\$625.00		
	Invoice		Date	Description		Amount			
	INV06-019848		11/06/2024	STARS Services for 2nd Quarter 2024 Data		\$625.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$625.00			
146187	11/26/2024	Open			Accounts Payable	MWI VETERINARY SUPPLY CO DBA MWI ANIMAL HEALTH	\$295.42		
	Invoice		Date	Description		Amount			
	57904763		11/19/2024	KENNELSOL GAL/RESCUE CONC 1 GAL		\$295.42			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$295.42			
146188	11/26/2024	Open			Accounts Payable	NAPA AUTO PARTS	\$1,046.46		
	Invoice		Date	Description		Amount			
	829115		11/20/2024	908DFT716 BAT 8D BATTERY S/P ()		\$1,046.46			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$1,046.46			
146189	11/26/2024	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$862.78		
	Invoice		Date	Description		Amount			
	14K0033242330		11/08/2024	5 GALLON DRINKING WATER AND CUPS FOR FLEET & PFM		\$186.35			
	14K0033258518		11/08/2024	5 Gallon Nestle drinking water and plastic cups.		\$139.23			
	14K0033242363		11/08/2024	5 Gallon Nestle drinking water and plastic cups.		\$209.83			
	14K0033242389		11/08/2024	5 Gallon Nestle drinking water and plastic cups.		\$327.37			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$338.20			
	420 - WATER			420.11000 (Cash)		\$338.23			
	505 - Fleet			505.11000 (Cash)		\$186.35			
146190	11/26/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$1,071.82		
	Invoice		Date	Description		Amount			
	8577-435873		11/18/2024	o2 sensors		\$93.67			
	8577-435881		11/18/2024	battery		\$209.29			
	8577-435906		11/19/2024	DY-835 O2 Sensor		\$93.67			
	8577-436012		11/20/2024	03609 Super Strength Molding Tape: Ideal for Vehicle		\$8.97			
	8577-436031		11/20/2024	rotors and pads		\$124.58			
	8577-436051		11/20/2024	battery		\$189.20			
	8577-436054		11/20/2024	rotor		\$80.06			
	8577-436061		11/20/2024	TTJA2000TZ 2K TW A-FRAME JACK ZINC		\$82.41			
	8577-436114		11/21/2024	AVM D4247 LIFT SUPPORT		\$60.74			
	8577-436116		11/21/2024	BATTERY		\$209.29			
	8577-436119		11/21/2024	brake rotor-Credit for Orig 436054		(\$80.06)			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$864.83			
	246 - Landscape Assessment			246.11000 (Cash)		\$82.41			
	420 - WATER			420.11000 (Cash)		\$124.58			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146191	11/26/2024	Open			Accounts Payable	NORTH STAR ENGINEERING GROUP INC	\$2,963.95		
	Invoice		Date	Description		Amount			
	26088		10/31/2024	SR06, 18-67 Water Main and Sewer Replacement		\$2,963.95			
				2023-10/31/24					
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$2,963.95			
146192	11/26/2024	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$1,036.00		
	Invoice		Date	Description		Amount			
	059978586-1		11/14/2024	BUSHING CLAY		\$1,338.32			
	CM059840701-4		11/20/2024	CREDIT FOR INVOICE #059840701-4		(\$4,581.72)			
	059879232-5		11/12/2024	Pipe & pipe fittings for Municipal Services Utilities		\$4,279.40			
				Division					
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,338.32			
	420 - WATER			420.11000 (Cash)		(\$302.32)			
146193	11/26/2024	Open			Accounts Payable	Petrulakis Law & Advocacy, APC	\$594.75		
	Invoice		Date	Description		Amount			
	2930		11/21/2024	Subcontracted Legal Counsel 11/2024		\$114.75			
	2928		11/14/2024	Meetings - City Council 11/14824		\$480.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$594.75			
146194	11/26/2024	Open			Accounts Payable	Platt Electric Supply	\$314.83		
	Invoice		Date	Description		Amount			
	5P28107		10/16/2024	CONTROL HOOK UP WIRE FOR INSTURMENTS		\$314.83			
				AND CONTROLLERS					
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$314.83			
146195	11/26/2024	Open			Accounts Payable	POSM SOFT LLC	\$6,500.00		
	Invoice		Date	Description		Amount			
	4287		11/18/2024	CONTRACT DATES 12/3/24-12/2/25		\$6,500.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$6,500.00			
146196	11/26/2024	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP INC	\$129,648.06		
	Invoice		Date	Description		Amount			
	114658		10/31/2024	23-068 Design Services for Roads CIP Task Order 2 -		\$129,648.06			
				10/31/24					
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$129,648.06			
146197	11/26/2024	Open			Accounts Payable	PUMP PROS INC	\$1,746.96		
	Invoice		Date	Description		Amount			
	1467		11/20/2024	CHLORINE PUMP		\$1,746.96			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$1,746.96			
146198	11/26/2024	Open			Accounts Payable	REED INC, GEORGE	\$1,230.26		
	Invoice		Date	Description		Amount			
	100350078		11/04/2024	ASPHALT		\$115.04			

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	100350214		11/05/2024	ASPHALT			\$107.97		
	100350376		11/06/2024	ASPHALT			\$285.56		
	100351215		11/15/2024	ASPHALT			\$411.03		
	100351359		11/18/2024	ASPHALT			\$100.90		
	100351075		11/14/2024	ASPHALT			\$100.02		
	100350916		11/13/2024	ASPHALT			\$109.74		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$1,230.26		
146199	11/26/2024	Open			Accounts Payable	ROBBINS, BROWNING, GODWIN & MARCHINI LLP	\$3,214.84		
	Invoice		Date	Description			Amount		
	72175		10/31/2024	Contract Attorney			\$3,214.84		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,214.84		
146200	11/26/2024	Open			Accounts Payable	ROMEO MEDICAL CLINIC	\$3,509.00		
	Invoice		Date	Description			Amount		
	October 2024		10/30/2024	Romeo Medical Services October 2024			\$3,509.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,027.00		
	246 - Landscape Assessment			246.11000 (Cash)			\$120.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$271.50		
	420 - WATER			420.11000 (Cash)			\$631.50		
	450 - SRWA - Operations			450.11000 (Cash)			\$230.00		
	505 - Fleet			505.11000 (Cash)			\$229.00		
146201	11/26/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$367.79		
	Invoice		Date	Description			Amount		
	3039547051		11/18/2024	LB5Z18125H:FRD SHOCK ABSORBER ASY			\$257.93		
	3039567985		11/19/2024	FL3Z9943400HA:FRD HANDLE			\$109.86		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$367.79		
146202	11/26/2024	Open			Accounts Payable	SAN JOAQUIN VALLEY	\$720.00		
	Invoice		Date	Description			Amount		
	N166564		11/01/2024	FACILITY ID#N5976			\$143.00		
	N166973		11/01/2024	FACILITY ID#N9659			\$577.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$720.00		
146203	11/26/2024	Open			Accounts Payable	Sargon Malek dba Malek Chiropractic	\$1,750.00		
	Invoice		Date	Description			Amount		
	1st Payment-TBD		11/08/2024	1st Payment - Malek Chiropractic - Bus. Dev. Program			\$1,750.00		
	Paying Fund			Cash Account			Amount		
	119 - American Rescue Plan Act			119.11000 (Cash)			\$1,750.00		
146204	11/26/2024	Open			Accounts Payable	STANISLAUS CO SHERIFF'S	\$17,020.00		
	Invoice		Date	Description			Amount		
	7639		10/16/2024	EVOC UPDATE COURSE 10/03/24			\$3,910.00		
	7640		10/16/2024	EVOC UPDATE COURSE 10/07/24			\$4,370.00		
	7635		10/16/2024	EVOC UPDATE COURSE 10/02/24			\$3,680.00		
	7651		11/04/2024	EVOC UPDATE COURSE 10/29/24			\$4,370.00		

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146205	7632		10/16/2024		EVOC 8HR PSP COURSE 08/23/24		\$690.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$17,020.00		
	11/26/2024	Open			Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$54.00		
	Invoice		Date		Description		Amount		
146206	Escr1015-7169550		10/28/2024		Heather Ramsey-681 E. Minnesota/Full Reconveyance		\$17.00		
	APN:043025018000		10/28/2024		Denise McCormick-670 S. Rose Ave./Subsitution of Trustee & Deed		\$37.00		
	Paying Fund				Cash Account		Amount		
	256 - Stanislaus Housing Consortium				256.11000 (Cash)		\$37.00		
	257 - State HOME Funds				257.11000 (Cash)		\$17.00		
146207	11/26/2024	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$60.00		
	Invoice		Date		Description		Amount		
	T2 - ENCALADE		11/04/2024		T2 TREATMENT CERT		\$60.00		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$60.00		
146208	11/26/2024	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$1,542,380.53		
	Invoice		Date		Description		Amount		
	DECEMBER 1 2024		11/19/2024		Contract #11836-550-0; Project #5256-110		\$1,542,380.53		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,542,380.53		
146209	11/26/2024	Open			Accounts Payable	T I D	\$139.30		
	Invoice		Date		Description		Amount		
	11092024 570 Jas		11/09/2024		6279743328 570 Jason Dr.		\$45.19		
	11092024 2065 Co		11/09/2024		0978821449 2065 Cody Ct.		\$46.25		
	11092024 573 BIR		11/09/2024		0826525611 573 Birchwood Way		\$47.86		
146210	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$139.30		
	11/26/2024	Open			Accounts Payable	THE UDDER PLACE	\$1,750.00		
	Invoice		Date		Description		Amount		
	1st Payment-TBD		11/01/2024		1st Payment - The Udder Place - Bus. Dev. Program		\$1,750.00		
146211	Paying Fund				Cash Account		Amount		
	119 - American Rescue Plan Act				119.11000 (Cash)		\$1,750.00		
	11/26/2024	Open			Accounts Payable	TOWER ENTERPRISE	\$540.24		
	Invoice		Date		Description		Amount		
	14553		11/18/2024		PRE-EMPLOYMENT EVAL FOR PT ACCT:14553		\$540.24		
146211	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$540.24		
	11/26/2024	Open			Accounts Payable	TURLOCK SMOG LLC	\$280.00		
	Invoice		Date		Description		Amount		
	Invoice #10326		11/18/2024		NP14-012 smog		\$28.00		
	Invoice #10327		11/18/2024		EL03-677 smog		\$28.00		
	Invoice #10336		11/19/2024		POL13-1130 SMOG		\$28.00		
	Invoice #10346		11/20/2024		SC09-9026 smog		\$28.00		
	Invoice #10257		11/08/2024		PK03-4341 SMOG		\$28.00		
	Invoice #10278		11/12/2024		ST99-4818 SMOG		\$28.00		

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	Invoice #10295		11/14/2024	POL16-1304 SMOG			\$28.00		
	Invoice #10298		11/14/2024	FR04-276 smog			\$28.00		
	Invoice #10299		11/14/2024	POL16-1305 SMOG			\$28.00		
	Invoice #10300		11/14/2024	FR07-287 smog			\$28.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$196.00		
	205 - Sports Facilities			205.11000 (Cash)			\$28.00		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$28.00		
	420 - WATER			420.11000 (Cash)			\$28.00		
146212	11/26/2024	Open			Accounts Payable	UNITED PAVEMENT MAINTENANCE, INC.	\$451,657.23		
	Invoice		Date	Description			Amount		
	001		10/23/2024	24-046 Emergency Repair of Farr St Sanitary Sewer Main-10/23/24			\$70,993.61		
	PP3/CP 23-040		10/31/2024	23-040 Water Line Replacement for 2024 Roads Program Constr			\$380,663.62		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$70,993.61		
	414 - Sewer Line/Trunk Construction			414.11000 (Cash)			\$38,066.36		
	420 - WATER			420.11000 (Cash)			\$342,597.26		
146213	11/26/2024	Open			Accounts Payable	UNITED RENTAL INC	\$421.42		
	Invoice		Date	Description			Amount		
	240130926-001		10/15/2024	BLADE< DI< MSNRY GEN PURP			\$421.42		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$421.42		
146214	11/26/2024	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$5,920.35		
	Invoice		Date	Description			Amount		
	52551378		11/05/2024	WELL 27			\$635.46		
	52551380		11/05/2024	WELL 31			\$247.12		
	52551379		11/05/2024	WELL 24			\$970.84		
	52551381		11/05/2024	WELL 32			\$511.90		
	52551383		11/05/2024	WELL 38			\$1,306.22		
	52551384		11/05/2024	WELL 37			\$670.76		
	52551385		11/05/2024	WELL 22			\$257.71		
	52551387		11/05/2024	WELL 20			\$748.43		
	52551388		11/05/2024	WELL 30			\$342.44		
	52551391		11/05/2024	WELL 13			\$229.47		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$5,920.35		
146215	11/26/2024	Open			Accounts Payable	VALLEY FARM SUPPLY STORES INC	\$1,613.07		
	Invoice		Date	Description			Amount		
	S113662		11/06/2024	STIHL CUT OFF SAW 16"			\$1,613.07		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,613.07		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146216	11/26/2024	Open			Accounts Payable	VERIZON WIRELESS	\$3,003.17		
	Invoice		Date	Description		Amount			
	9977900610		11/22/2024	ENGINEERING 00023 OCTOBER - NOVEMBER 2024		\$432.17			
	9977900618		11/22/2024	MAINTENANCE 0036 OCTOBER - NOVEMBER 2024		\$834.44			
	9977900617		11/22/2024	TRANSIT 00033 OCTOBER - NOVEMBER 2024		\$300.10			
	9977900613		11/22/2024	RECREATION 00028 OCTOBER - NOVEMBER 2024		\$1,394.89			
	9977900607		11/03/2024	Human Relations Verizon 10/4/24-11/3/24		\$41.57			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,417.29			
	205 - Sports Facilities			205.11000 (Cash)		\$38.01			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$221.99			
	246 - Landscape Assessment			246.11000 (Cash)		\$496.13			
	270 - Recreation Grants			270.11000 (Cash)		\$455.41			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$38.01			
	426 - Transit			426.11000 (Cash)		\$300.10			
	505 - Fleet			505.11000 (Cash)		\$36.23			
146217	11/26/2024	Open			Accounts Payable	VICK ROBERTS CONSULTING DBA LICENTIA ARMS CO	\$21,486.34		
	Invoice		Date	Description		Amount			
	20118		11/01/2024	NIGHT VISION GOGGLES (2)		\$21,486.34			
	Paying Fund			Cash Account		Amount			
	266 - Police Services Grants			266.11000 (Cash)		\$21,486.34			
146218	11/26/2024	Open			Accounts Payable	Viking Shred, LLC	\$312.00		
	Invoice		Date	Description		Amount			
	51148145		11/05/2024	CITY WIDE SHREDDING - NOVEMBER 2024		\$312.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$282.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$30.00			
146219	11/26/2024	Open			Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$1,250.00		
	Invoice		Date	Description		Amount			
	12-4277		11/01/2024	Project Management Software Tool for Capital Projects-11/1/24		\$1,250.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,250.00			
146220	11/26/2024	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$10,523.75		
	Invoice		Date	Description		Amount			
	00339.14-4		11/15/2024	NPDES Permit Compliance Services PROJECT 00339.14		\$4,117.25			
	00359.12-26 A		10/15/2024	NPDES Permit Compliance Services		\$6,406.50			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$10,523.75			
146221	11/26/2024	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	\$641.26		
	Invoice		Date	Description		Amount			
	December 2024		11/20/2024	Mobile Rent Subsidy Program FY 2024-25		\$641.26			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$641.26			

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146222	11/26/2024	Open			Accounts Payable	WEXBANK	\$127.40		
	Invoice		Date	Description		Amount			
	100951226		11/15/2024	SHELL FUEL 11-15-24 STATEMENT		\$127.40			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$127.40			
146223	11/26/2024	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	\$4,602.00		
	Invoice		Date	Description		Amount			
	1117027		11/12/2024	Add Vehicles for Various Depts to Auto Schedule		\$393.00			
	1117029		11/12/2024	Add New Police Vehicles to Auto Schedule		\$1,635.00			
	1117032		11/12/2024	Add New Police Vehicles to Auto Schedule		\$1,072.00			
	1118068		11/14/2024	Add POL24-1395 to Vehicle Schedule		\$288.00			
	1117921		11/13/2024	Add New Police Vehicles to Auto Schedule		\$792.00			
	1117923		11/13/2024	Add CL24-880 to Vehicle Schedule		\$1,028.00			
	1115439		10/30/2024	Add POL24-1389 to Vehicle Schedule		\$144.00			
	1118072		11/14/2024	Delete 1205 Lambert Way from Property Schedule		(\$550.00)			
	1098567		09/10/2024	Delete FR93-239 from Vehicle Schedule		(\$67.00)			
	1115440		10/30/2024	Delete CL16-857 from Vehicle Schedule		(\$133.00)			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,864.00			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		(\$550.00)			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,026.00			
	420 - WATER			420.11000 (Cash)		\$131.00			
	426 - Transit			426.11000 (Cash)		\$131.00			
146224	11/26/2024	Open			Accounts Payable	WOOD CONSTRUCTION INC, DA	\$277,882.12		
	Invoice		Date	Description		Amount			
	PP3/CP 23-030		10/31/2024	23-030 RWQCF In-Plant Waste Line Repair		\$277,882.12			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$277,882.12			
146225	11/26/2024	Open			Accounts Payable	Zoho Corporation	\$3,385.00		
	Invoice		Date	Description		Amount			
	2418042		10/23/2024	Service Desk and AD Self Service Sub Renewal through 11/2025		\$3,385.00			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$3,385.00			
146226	11/26/2024	Open			Accounts Payable	ZOLL DATA SYSTEMS, INC.	\$1,600.00		
	Invoice		Date	Description		Amount			
	INV00187108		11/01/2024	HOSTED FIRE RMS - NOV 2024		\$1,600.00			
	Paying Fund			Cash Account		Amount			
	116 - Special Public Safety			116.11000 (Cash)		\$1,600.00			
146227	11/26/2024	Open			Accounts Payable	COYT, DAVID	\$905.38		
	Invoice		Date	Description		Amount			
	TP21003312		11/20/2024	CASH REQUEST FOR TP21003312		\$905.38			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$905.38			
146228	11/26/2024	Open			Accounts Payable	ENCALADE JR., ANTHONY	\$65.00		
	Invoice		Date	Description		Amount			
	ZAENC5420TE03		11/04/2024	REIMBURSMENT FOR T2 EXAM FEE		\$65.00			

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146229	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$65.00		
	11/26/2024	Open			Accounts Payable	GONZALES, RAYMOND	\$75.00		
	Invoice		Date	Description			Amount		
	656960		11/20/2024	REIMBURSEMENT FOR SAC STATE WATER SYSTEM TRAINING			\$75.00		
146230	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$75.00		
	11/26/2024	Open			Accounts Payable	Ingersoll, Darlene	\$15.50		
	Invoice		Date	Description			Amount		
	10/29/2024		10/29/2024	Reimbursement to Darlene Ingersoll 10.29.2024			\$15.50		
146231	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$15.50		
	11/26/2024	Open			Accounts Payable	JOHNSON, ETHAN	\$305.00		
	Invoice		Date	Description			Amount		
	101873442		11/21/2024	REIMBURESEMENT FOR CERTIFICATION - RES BLDG INSP			\$305.00		
146232	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$305.00		
	11/26/2024	Open			Accounts Payable	SCHINDLER, CHRISTIAN	\$100.00		
	Invoice		Date	Description			Amount		
	R24-007203		11/21/2024	A/C REFUND			\$100.00		
146233	Paying Fund				Cash Account		Amount		
	203 - Animal Fee Forfeiture				203.11000 (Cash)		\$100.00		
	11/26/2024	Open			Accounts Payable	ULRICH, MATTHEW	\$700.00		
	Invoice		Date	Description			Amount		
	TR 5063 PER DIEM		11/20/2024	ICI HOMICIDE INV., 12/1/24 - 12/13/24, MONTEREY			\$700.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$700.00		

Type Check Totals:

AP - Accounts Payable Totals

102 Transactions

\$4,053,629.96

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	102	\$4,053,629.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	102	\$4,053,629.96	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	102	\$4,053,629.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 11/22/2024 - To Payment Date: 11/28/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	102	\$4,053,629.96	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	102	\$4,053,629.96	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	102	\$4,053,629.96	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	102	\$4,053,629.96	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	102	\$4,053,629.96	\$0.00	

Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PR - Payroll Account									
<u>EFT</u>									
146263	08/12/2024	Open			Accounts Payable	CalPERS	\$342,503.98		
	Invoice		Date	Description		Amount			
	8/3/24PR		08/12/2024	8/3/24PR-CALPERS		\$342,503.98			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$342,503.98			
146264	08/26/2024	Open			Accounts Payable	CalPERS	\$327,649.92		
	Invoice		Date	Description		Amount			
	8/17/24PR		08/26/2024	8/17/24PR-CALPERS		\$327,649.92			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$327,851.99			
	110 - General Fund			110.11000 (Cash)		(\$202.07)			
146265	08/09/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$227,012.34		
	Invoice		Date	Description		Amount			
	8/3/24PR		08/09/2024	8/3/24PR-FEDERAL TAXES		\$227,012.34			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$227,012.34			
146266	08/09/2024	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$72,037.87		
	Invoice		Date	Description		Amount			
	8/3/24PR		08/09/2024	8/3/24PR-STATE TAXES		\$72,037.87			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$72,037.87			
146267	08/23/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$214,819.59		
	Invoice		Date	Description		Amount			
	8/17/24PR		08/23/2024	8/17/24PR-FEDERAL TAXES		\$214,819.59			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$214,819.59			
146268	08/23/2024	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$67,856.92		
	Invoice		Date	Description		Amount			
	8/17/24PR		08/23/2024	8/17/24PR-STATE TAXES		\$67,856.92			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$67,856.92			
146269	08/26/2024	Open			Accounts Payable	ICMA-RC	\$34,021.74		
	Invoice		Date	Description		Amount			
	8/17/24PR-SCHULZ		08/26/2024	8/17/24PR-SICK/VACATION LEAVE CONVERSIONS- E SCHULZE		\$34,021.74			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6,804.35			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$11,907.60			
	420 - WATER			420.11000 (Cash)		\$11,907.62			
	426 - Transit			426.11000 (Cash)		\$3,402.17			
146270	08/07/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$12,700.40		
	Invoice		Date	Description		Amount			
	BE006197835		08/07/2024	DELTA DENTAL CLAIMS FOR 7/26/24-8/1/24		\$12,700.40			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$12,700.40			

Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146271	08/07/2024	Open			Accounts Payable	UMR	\$413.95		
	Invoice		Date	Description		Amount			
	AUG 24 CUSTODIAL		08/07/2024	UMR AUGUST 2024 CUSTODIAL AND BANKING FEE		\$413.95			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$413.95			
146272	08/07/2024	Open			Accounts Payable	UMR	\$25,108.47		
	Invoice		Date	Description		Amount			
	7/30-8/5-FY23/24		08/07/2024	UMR CLAIMS FOR 7/30/24-8/5/24-FY 23/24		\$25,108.47			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$25,108.47			
146273	08/07/2024	Open			Accounts Payable	UMR	\$57,839.80		
	Invoice		Date	Description		Amount			
	7/30-8/5-FY24/25		08/07/2024	UMR CLAIMS FOR 7/30/24-8/5/24-FY 24/25		\$57,839.80			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$57,839.80			
146274	08/07/2024	Open			Accounts Payable	UMR	\$154,121.48		
	Invoice		Date	Description		Amount			
	AUG 24 PREM		08/07/2024	UMR AUGUST 2024 HEALTH PREMIUMS		\$154,121.48			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$154,121.48			
146275	08/09/2024	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$3,947.00		
	Invoice		Date	Description		Amount			
	8/3/24PR		08/09/2024	8/3/24PR-GOLDEN 1 CU		\$3,947.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$3,947.00			
146276	08/09/2024	Open			Accounts Payable	T A P O	\$6,003.14		
	Invoice		Date	Description		Amount			
	8/3/24PR		08/09/2024	8/3/24PR-TAPO DUES		\$6,003.14			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$6,003.14			
146277	08/09/2024	Open			Accounts Payable	T C E A	\$2,895.75		
	Invoice		Date	Description		Amount			
	8/3/24PR		08/09/2024	8/3/24PR-TCEA DUES		\$2,895.75			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$2,895.75			
146278	08/09/2024	Open			Accounts Payable	TMAPS	\$225.00		
	Invoice		Date	Description		Amount			
	8/3/24PR		08/09/2024	8/3/24PR-TMAPS DUES		\$225.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$225.00			
146279	08/09/2024	Open			Accounts Payable	CA SDU	\$1,727.98		
	Invoice		Date	Description		Amount			
	8/3/24PR		08/09/2024	8/3/24PR-CHILD SUPPORT PAYMENT		\$1,727.98			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,727.98			

Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146280	08/12/2024	Open			Accounts Payable	ICMA-RC	\$101,069.91		
	Invoice		Date	Description		Amount			
	8/3/24PR		08/12/2024	8/3/24PR-ICMA		\$101,069.91			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$101,069.91			
146281	08/12/2024	Open			Accounts Payable	T A P O	\$17,927.68		
	Invoice		Date	Description		Amount			
	8/3/24PR-RHS		08/12/2024	8/3/24PR-TAPO RHS DUES		\$17,927.68			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$17,927.68			
146282	08/09/2024	Open			Accounts Payable	T C E A	\$71.50		
	Invoice		Date	Description		Amount			
	8/3/24PR-BENEVOL		08/09/2024	8/3/24PR-TCEA BENEVOLENCE DUES		\$71.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$71.50			
146283	08/12/2024	Open			Accounts Payable	TFRA	\$9,506.20		
	Invoice		Date	Description		Amount			
	8/3/24PR-RHS		08/12/2024	8/3/24PR-TFRA RHS DUES		\$9,506.20			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$9,506.20			
146284	08/12/2024	Open			Accounts Payable	ICMA-RC	\$78,380.31		
	Invoice		Date	Description		Amount			
	7/25/24PR-BICKLE		08/12/2024	7/25/24PR-ICMA SICK LEAVE CONVERSION-D BICKLE		\$78,380.31			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$78,380.31			
146285	08/14/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$8,242.28		
	Invoice		Date	Description		Amount			
	BE006201010		08/14/2024	DELTA DENTAL CLAIMS FOR 8/2/24-8/8/24		\$8,242.28			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$8,242.28			
146286	08/14/2024	Open			Accounts Payable	UMR	\$4,490.10		
	Invoice		Date	Description		Amount			
	8/6-8/12-FY23/24		08/14/2024	UMR CLAIMS FOR 8/6/24-8/12/24-FY 23/24		\$4,490.10			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$4,490.10			
146287	08/14/2024	Open			Accounts Payable	UMR	\$31,128.05		
	Invoice		Date	Description		Amount			
	8/6-8/12-FY24/25		08/14/2024	UMR CLAIMS FOR 8/6/24-8/12/24-FY 24/25		\$31,128.05			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$31,128.05			
146288	08/19/2024	Open			Accounts Payable	CalPERS	\$1,400.00		
	Invoice		Date	Description		Amount			
	100000017645342		08/19/2024	GASB 68 REPORTING SERVICES FEE FOR 24/25 AUDIT		\$1,400.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,400.00			

Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146289	08/21/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$15,720.39		
	Invoice		Date	Description		Amount			
	BE006205609		08/21/2024	DELTA DENTAL CLAIMS FOR 8/9/24-8/15/24		\$15,720.39			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$15,720.39			
146290	08/19/2024	Open			Accounts Payable	UMR	(\$1,944.17)		
	Invoice		Date	Description		Amount			
	JUL24 COBRA REF		08/19/2024	UMR JULY COBRA REFUND		(\$1,944.17)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		(\$1,944.17)			
146291	08/19/2024	Open			Accounts Payable	UMR	(\$20,635.01)		
	Invoice		Date	Description		Amount			
	JUL24 RET REF		08/19/2024	UMR JULY 2024 RETIREE REFUND		(\$20,635.01)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		(\$20,635.01)			
146292	08/21/2024	Open			Accounts Payable	UMR	\$63,231.29		
	Invoice		Date	Description		Amount			
	8/13-8/19-FY2024		08/21/2024	UMR CLAIMS FOR 8/13/24-8/19/24-FY23/24		\$63,231.29			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$63,231.29			
146293	08/21/2024	Open			Accounts Payable	UMR	\$71,412.96		
	Invoice		Date	Description		Amount			
	8/13-8/19-FY2025		08/21/2024	UMR CLAIMS FOR 8/13/24-8/19/24-FY 24/25		\$71,412.96			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$71,412.96			
146294	08/23/2024	Open			Accounts Payable	CA SDU	\$1,727.98		
	Invoice		Date	Description		Amount			
	8/17/24PR		08/23/2024	8/17/24PR-CHILD SUPPORT PAYMENT		\$1,727.98			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,727.98			
146295	08/26/2024	Open			Accounts Payable	ICMA-RC	\$100,503.92		
	Invoice		Date	Description		Amount			
	8/17/24PR		08/26/2024	8/17/24PR-ICMA		\$100,503.92			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$100,503.92			
146296	08/23/2024	Open			Accounts Payable	T A P O	\$5,933.14		
	Invoice		Date	Description		Amount			
	8/17/24PR		08/23/2024	8/17/24PR-TAPO DUES		\$5,933.14			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$5,933.14			
146297	08/23/2024	Open			Accounts Payable	T C E A	\$2,895.75		
	Invoice		Date	Description		Amount			
	8/17/24PR		08/23/2024	8/17/24PR-TCEA DUES		\$2,895.75			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$2,895.75			

Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
146298	08/23/2024	Open			Accounts Payable	TURLOCK CITY FIRE INC	\$345.00		
	Invoice		Date	Description		Amount			
	8/17/24PR		08/23/2024	8/17/24PR-FIRE INC DUES		\$345.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$345.00			
146299	08/23/2024	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$130.00		
	Invoice		Date	Description		Amount			
	8/17/24PR		08/23/2024	8/17/24PR-TURLOCK HEALTH CLUB		\$130.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$130.00			
146300	08/23/2024	Open			Accounts Payable	T C E A	\$71.50		
	Invoice		Date	Description		Amount			
	8/17/24PR-BENEVO		08/23/2024	8/17/24PR-TCEA BENEVOLENCE DUES		\$71.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$71.50			
146301	08/23/2024	Open			Accounts Payable	TFRA	\$6,298.20		
	Invoice		Date	Description		Amount			
	8/17/24PR		08/23/2024	8/17/24PR-TFRA DUES		\$6,298.20			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$6,298.20			
146302	08/23/2024	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$3,947.00		
	Invoice		Date	Description		Amount			
	8/17/24PR		08/23/2024	8/17/24PR-GOLDEN 1 CU		\$3,947.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$3,947.00			
146303	08/26/2024	Open			Accounts Payable	T A P O	\$16,006.69		
	Invoice		Date	Description		Amount			
	8/17/23PR-RHS		08/26/2024	8/17/23PR-TAPO RHS DUES		\$16,006.69			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$16,006.69			
146304	08/26/2024	Open			Accounts Payable	TFRA	\$9,506.20		
	Invoice		Date	Description		Amount			
	8/17/24PR-RHS		08/26/2024	8/17/24PR-TFRA RHS DUES		\$9,506.20			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$9,506.20			
146305	08/26/2024	Open			Accounts Payable	SUN LIFE ASSURANCE COMPANY OF CANADA	\$17,114.89		
	Invoice		Date	Description		Amount			
	2025-00000353		08/26/2024	LTD AND LIFE INSURANCE - SEPTEMBER 2024		\$17,114.89			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$17,114.89			
146306	08/26/2024	Open			Accounts Payable	UMR	(\$736.57)		
	Invoice		Date	Description		Amount			
	JUL24 OSR REFUND		08/26/2024	JULY 2024 OSR REFUND		(\$736.57)			
	Paying Fund			Cash Account		Amount			

Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	511 - Health Care			511.11000 (Cash)			(\$736.57)		
146307	08/27/2024	Open			Accounts Payable	CalPERS	\$7,838.81		
	Invoice		Date	Description			Amount		
	5/11/24PR-CORR		08/27/2024	5/11/24PR-CALPERS PD CLASSIC HOLIDAY CASH			\$7,838.81		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$7,838.83		
	110 - General Fund			110.11000 (Cash)			(\$0.02)		
146308	08/27/2024	Open			Accounts Payable	CalPERS	\$4,024.21		
	Invoice		Date	Description			Amount		
	5/11/24PR-CORR 2		08/27/2024	5/11/24PR-CALPERS PD PEPRA HOLIDAY CASH			\$4,024.21		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$4,024.47		
	110 - General Fund			110.11000 (Cash)			(\$0.26)		
146309	08/27/2024	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$6,694.08		
	Invoice		Date	Description			Amount		
	BE006227960		08/27/2024	DELTA DENTAL CLAIMS FOR 8/16/24-8/22/24			\$6,694.08		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$6,694.08		
146310	08/28/2024	Open			Accounts Payable	UMR	\$46,874.72		
	Invoice		Date	Description			Amount		
	8/20-8/26-2024		08/28/2024	UMR CLAIMS FOR 8/20/24-8/26/24-FY 23/24			\$46,874.72		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$46,874.72		
146311	08/28/2024	Open			Accounts Payable	UMR	\$85,850.18		
	Invoice		Date	Description			Amount		
	8/20-8/26-2025		08/28/2024	UMR CLAIMS FOR 8/20/24-8/26/24-FY 24/25			\$85,850.18		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$85,850.18		
146312	08/27/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$53.81		
	Invoice		Date	Description			Amount		
	CP134B		08/27/2024	Q2/2023-720 QUARTERLY FEDERAL EXCISE TAX			\$53.81		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$53.81		
146313	08/31/2024	Open			Accounts Payable	Optum Bank, Inc.	\$24,112.28		
	Invoice		Date	Description			Amount		
	8/3/24PR		08/09/2024	8/3/24PR-HSA EE & ER			\$11,251.13		
	8/17/24PR		08/23/2024	8/17/24PR-HSA EE & ER			\$12,613.65		
	8/17/24PR-VUE		08/26/2024	8/17/24PR-HSA EE & ER-VUE			\$247.50		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$24,112.28		
Type EFT Totals:							\$2,270,078.61		
PR - Payroll Account Totals									
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	

Payment Register

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	51	\$2,270,078.61	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	51	\$2,270,078.61	\$0.00	
					All	Status	Count	Transaction Amount	Reconciled Amount
					Open	51	\$2,270,078.61	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	51	\$2,270,078.61	\$0.00	
Grand Totals:									
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
					Open	51	\$2,270,078.61	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	51	\$2,270,078.61	\$0.00	
					All	Status	Count	Transaction Amount	Reconciled Amount
					Open	51	\$2,270,078.61	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	51	\$2,270,078.61	\$0.00	



INVESTMENT AND CASH REPORT FOR OCTOBER 31, 2024

CURRENT INVESTMENT AND CASH BALANCE

The City's cash and investments as of OCTOBER 31, 2024 totaled the following:

Invested Cash	\$ 262,867,490.99
Demand Deposits (excludes outstanding items)	\$ 18,032,948.23
Total Cash and Investments	<u>\$ 280,900,439.22</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 OCTOBER 31, 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

11/25/2024
Date Signed

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

Diana Lewis
Signature

11/26/2024
Date Signed

CITY OF TURLOCK

Schedule of Investments - As of October 31, 2024

INVESTMENT DETAIL										When
Local Agency Investment Fund (LAIF)		Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	Interest Paid	
Total LAIF		\$ 9,711,142.43	\$ 9,711,142.43	n/a	4.518%	n/a	n/a	\$ 9,711,142.43	Quarterly	
California Asset Management Program (CAMP)		68,653,255.35	68,653,255.35	n/a	5.030%	n/a	n/a	\$ 68,653,255.35	Monthly	
Total CAMP		68,653,255.35	68,653,255.35							
DEMAND DEPOSITS:										
West America Bank Daily Receipts (unreconciled)		18,023,028.23	18,023,028.23	n/a	n/a	n/a	n/a	18,023,028.23	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		18,032,948.23	18,032,948.23					18,032,948.23		
CERTIFICATES OF DEPOSIT:										
Raymond James Bank NA		247,000.00	247,000.00	n/a	1.850%	11/26/19	11/26/24	246,474.07	May & Nov	
State Bank of India		247,000.00	247,000.00	n/a	2.050%	11/27/19	11/27/24	246,486.58	May & Nov	
Merrick Bank		247,000.00	247,000.00	n/a	1.800%	11/29/19	11/29/24	246,446.44	Monthly	
Bank of Stockton		1,216,107.33	1,216,107.33	n/a	4.300%	10/25/24	1/25/25	1,216,107.33	Maturity	
Bank of Stockton		2,268,580.78	2,268,580.78	n/a	4.300%	10/25/24	1/25/25	2,268,580.78	Maturity	
Bank of Stockton		1,250,131.13	1,250,131.13	n/a	4.300%	10/25/24	1/25/25	1,250,131.13	Maturity	
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	241,704.05	Monthly	
Enterprise Bank/PA		249,000.00	249,000.00	n/a	0.500%	8/14/20	8/14/25	241,704.05	Monthly	
Pony Express Bank		249,000.00	249,000.00	n/a	0.450%	8/14/20	8/14/25	241,607.99	Monthly	
First Carolina Bank		249,000.00	249,000.00	n/a	0.450%	8/20/20	8/20/25	241,466.79	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	248,559.75	Monthly	
Owen County St Bk Spencer Ind		248,000.00	248,000.00	n/a	5.100%	10/31/23	10/29/27	256,141.98	Monthly	
Total Certificates of Deposit		15,915,845.39	15,915,845.39					15,896,437.09		
MONEY MARKET AND MUTUAL FUNDS										
Oak Valley Community Bank-MM		5,225,977.96	5,225,977.96	n/a	3.560%	9/2/15	open	5,225,977.96	monthly	
WestAmerica Bank-MM		10,419,378.51	10,419,378.51	n/a	3.800%	10/23/23	open	10,419,378.51	monthly	
		15,645,356.47	15,645,356.47					15,645,356.47		
U.S. TREASURIES:										
US Treasury Bill		MATURED	MATURED	0.000%	5.311%	11/13/23	10/31/24	MATURED	N/A	
US Treasury Note		MATURED	MATURED	1.500%	0.520%	6/30/21	10/31/24	MATURED	Apr & Oct	
US Treasury Note		MATURED	MATURED	1.500%	0.701%	11/10/21	10/31/24	MATURED	Apr & Oct	
US Treasury Note		1,980,000.00	2,000,000.00	4.500%	5.396%	10/3/23	11/30/24		May & Nov	
US Treasury Note		1,973,750.00	2,000,000.00	4.250%	5.390%	10/19/23	12/31/24		Jun & Dec	
US Treasury Note		2,036,875.00	2,000,000.00	2.000%	1.377%	2/3/22	2/15/25		Feb & Aug	
US Treasury Note		1,980,000.00	2,000,000.00	0.500%	0.800%	11/10/21	3/31/25		March & Sept	
US Treasury Note		1,955,625.00	2,000,000.00	2.750%	3.558%	6/16/22	5/15/25		May & Nov	
US Treasury Note		1,935,625.00	2,000,000.00	2.875%	5.008%	11/13/23	6/15/25		Jun & Dec	
US Treasury Note		1,965,703.13	2,000,000.00	0.250%	0.685%	6/30/21	6/30/25		Jun & Dec	
US Treasury Note		1,963,750.00	2,000,000.00	0.250%	0.701%	6/30/21	7/31/25		Jan & July	
US Treasury Note		1,961,171.88	2,000,000.00	0.250%	0.724%	6/30/21	8/31/25		Feb & Aug	
US Treasury Note		1,969,531.25	2,000,000.00	4.250%	5.047%	10/3/23	10/15/25		Apr & Oct	
US Treasury Note		1,955,000.00	2,000,000.00	3.75%	5.086%	10/19/23	12/31/25		May & Nov	
US Treasury Note		1,898,750.00	2,000,000.00	2.625%	1.010%	11/10/21	3/31/26		Jun & Dec	
US Treasury Note		1,977,734.38	2,000,000.00	0.750%	3.602%	6/16/22	5/31/26		March & Sept	
US Treasury Note		1,791,406.25	2,000,000.00	4.125%	5.001%	10/19/23	6/15/26		May & Nov	
US Treasury Note		978,398.44	1,000,000.00	4.125%	5.001%	10/19/23	6/15/26		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	

CITY OF TURLOCK

Schedule of Investments - As of October 31, 2024

INVESTMENT DETAIL		Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
US Treasury Note		970,781.25	1,000,000.00	0.875%	1.564%	2/3/22	6/30/26	946,953.12	Jun & Dec
US Treasury Note		1,982,187.50	2,000,000.00	4.500%	4.843%	10/3/23	7/15/26	2,009,687.50	Jan & July
US Treasury Note		1,918,750.00	2,000,000.00	0.625%	1.565%	2/3/22	7/31/26	1,881,171.88	Jan & July
US Treasury Note		1,845,000.00	2,000,000.00	1.625%	3.590%	6/16/22	9/30/26	1,908,046.88	March & Sept
US Treasury Note		1,788,671.88	2,000,000.00	1.125%	4.068%	11/29/22	10/31/26	1,884,453.12	Apr & Oct
US Treasury Note		897,343.75	1,000,000.00	1.500%	4.924%	10/19/23	1/31/27	943,710.94	Jan & July
US Treasury Note		1,858,750.00	2,000,000.00	2.500%	4.717%	10/3/23	3/31/27	1,926,015.62	March & Sept
US Treasury Note		1,859,687.50	2,000,000.00	2.625%	4.735%	10/3/23	5/31/27	1,926,484.38	May & Nov
US Treasury Note		1,964,375.00	2,000,000.00	3.250%	3.691%	2/3/23	6/30/27	1,956,562.50	Jun & Dec
US Treasury Bond		962,187.50	1,000,000.00	2.750%	3.671%	2/3/23	7/31/27	964,414.06	Jan & July
US Treasury Note		2,223,125.00	2,000,000.00	6.375%	3.680%	2/3/23	8/15/27	2,118,281.24	Feb & Aug
US Treasury Note		2,004,687.50	2,000,000.00	4.125%	4.062%	7/25/23	9/30/27	1,999,765.62	March & Sept
US Treasury Note		2,005,312.50	2,000,000.00	4.125%	4.055%	7/25/23	10/31/27	1,999,296.88	Apr & Oct
US Treasury Note		954,531.25	1,000,000.00	3.500%	4.672%	10/3/23	1/31/28	980,507.81	Jan & July
US Treasury Note		1,947,500.00	2,000,000.00	4.000%	4.665%	10/3/23	2/29/28	1,990,546.88	Feb & Aug
US Treasury Note		1,714,062.50	2,000,000.00	1.250%	4.863%	10/19/23	3/31/28	1,816,406.24	March & Sept
US Treasury Note		1,959,375.00	2,000,000.00	3.500%	4.026%	2/6/24	4/30/28	1,957,656.24	Apr & Oct
US Treasury Note		1,704,687.50	2,000,000.00	1.250%	4.860%	10/19/23	5/31/28	1,807,890.62	May & Nov
US Treasury Note		1,968,906.25	2,000,000.00	3.625%	4.020%	2/6/24	5/31/28	1,964,843.76	May & Nov
US Treasury Note		1,703,437.50	2,000,000.00	1.000%	4.528%	11/13/23	7/31/28	3,564,375.00	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	1,766,484.38	Feb & Aug
US Treasury Note		2,008,125.00	2,000,000.00	4.375%	4.272%	3/28/24	8/31/28	2,017,421.88	Feb & Aug
US Treasury Note		2,014,375.00	2,000,000.00	4.272%	4.440%	5/28/24	9/30/28	2,033,359.38	March & Sept
US Treasury Note		2,050,000.00	2,000,000.00	4.875%	4.269%	3/28/24	10/31/28	2,052,109.38	Apr & Oct
US Treasury Note		1,905,625.00	2,000,000.00	3.125%	4.258%	3/28/24	11/15/28	1,922,812.50	May & Nov
US Treasury Note		1,754,062.50	2,000,000.00	1.375%	4.257%	3/28/24	12/31/28	1,788,593.76	Jan & Dec
US Treasury Note		1,965,000.00	2,000,000.00	4.000%	4.417%	5/28/24	1/31/29	1,986,718.76	Jan & July
US Treasury Note		1,848,437.50	2,000,000.00	2.625%	4.422%	5/28/24	2/15/29	3,759,375.00	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	1,856,171.88	March & Sept
US Treasury Note		1,975,000.00	2,000,000.00	4.125%	4.413%	5/28/24	3/31/29	1,996,484.38	March & Sept
US Treasury Note		1,997,343.75	2,000,000.00	4.250%	4.280%	7/3/24	6/30/29	2,007,343.76	Jun & Dec
Total U.S. Treasuries		89,287,304.72	93,000,000.00					90,164,581.59	
U.S. AGENCY SECURITIES:									
FFCB (Federal Farm Credit Bank)		2,013,840.00	2,000,000.00	4.875%	4.529%	11/30/22	1/10/25	2,001,193.90	Jan & July
FNMA (Fannie Mae)		933,000.00	1,000,000.00	0.625%	5.306%	10/19/23	4/22/25	982,090.43	Apr & Oct
FNMA (Fannie Mae)		1,837,800.00	2,000,000.00	0.500%	4.124%	2/3/23	6/17/25	1,951,986.78	June & Dec
FFCB (Federal Farm Credit Bank)		1,994,838.20	2,000,000.00	4.875%	5.030%	11/13/23	7/28/25	2,007,864.92	Jan & July
FNMA (Fannie Mae)		1,895,214.00	2,000,000.00	37.500%	5.000%	6/20/24	8/25/25	1,936,362.64	Jan & July
FHLB (Federal Home Loan Bank)		1,994,600.00	2,000,000.00	4.875%	5.022%	11/13/23	9/12/25	2,009,329.48	Feb & Aug
FHLB (Federal Home Loan Bank)		2,062,460.00	2,000,000.00	1.750%	0.920%	11/10/21	9/12/25	1,956,238.98	March & Sept
FFCB (Federal Farm Credit Bank)		1,992,294.00	2,000,000.00	1.440%	1.540%	2/3/22	1/27/26	1,935,648.12	Jan & July
FFCB (Federal Farm Credit Bank)		2,000,000.00	2,000,000.00	1.560%	1.560%	2/3/22	2/3/26	1,935,811.06	Feb & Aug
FFCB (Federal Farm Credit Bank)		1,988,990.00	2,000,000.00	4.875%	5.112%	10/19/23	4/20/26	2,017,868.74	Apr & Oct
FFCB (Federal Farm Credit Bank)		1,987,672.00	2,000,000.00	4.375%	4.700%	6/20/24	6/23/26	2,008,842.82	June & Dec
FFCB (Federal Farm Credit Bank)		957,212.00	1,000,000.00	0.600%	1.580%	2/3/22	8/18/26	938,534.59	Feb & Aug
FFCB (Federal Farm Credit Bank)		1,004,300.00	1,000,000.00	4.875%	4.664%	7/3/24	8/28/26	1,011,557.37	Feb & Aug
FFCB (Federal Farm Credit Bank)		2,344,629.43	2,358,000.00	4.750%	4.960%	10/3/23	9/1/26	2,380,073.47	March & Sept
FFCB (Federal Farm Credit Bank)		2,977,740.00	3,000,000.00	3.625%	3.841%	2/3/23	10/26/26	2,967,713.52	Apr & Oct
FHLB (Federal Home Loan Bank)		1,047,690.00	1,000,000.00	2.625%	1.600%	2/3/22	12/1/26	967,891.14	June & Dec
FHLB (Federal Home Loan Bank)		983,617.00	1,000,000.00	1.250%	1.600%	2/3/22	12/21/26	939,644.60	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	2,015,601.02	March & Sept

CITY OF TURLOCK

Schedule of Investments - As of October 31, 2024

INVESTMENT DETAIL			Cost		Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
FFCB (Federal Farm Credit Bank)			1,903,352.00		2,000,000.00	2.875%	4.282%	7/25/23	4/26/27	1,940,996.52	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	2,016,408.60	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	1,993,665.76	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	2,024,456.90	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	2,005,486.30	June & Dec
FHLB (Federal Home Loan Bank)			1,818,046.00		2,000,000.00	4.956%		10/19/23	12/10/27	1,902,539.46	June & Dec
FHLB (Federal Home Loan Bank)			1,878,638.00		2,000,000.00	3.250%	4.708%	10/3/23	6/9/28	3,880,546.12	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		June & Dec
FFCB (Federal Farm Credit Bank)			2,005,680.00		2,000,000.00	4.625%	4.561%	11/13/23	11/13/28	2,032,127.04	May & Nov
FFCB (Federal Farm Credit Bank)			2,026,700.00		2,000,000.00	4.750%	4.444%	5/28/24	4/30/29	2,043,289.92	Apr & Oct
FNMA (Fannie Mae)			2,159,700.00		2,000,000.00	6.250%	4.439%	5/28/24	5/15/29	4,345,091.36	May & Nov
FNMA (Fannie Mae)			2,174,240.00		2,000,000.00	6.250%	4.261%	6/20/24	5/15/29		May & Nov
FHLB (Federal Home Loan Bank)			2,031,170.00		2,000,000.00	4.625%	4.271%	6/20/24	6/8/29	2,034,997.70	June & Dec
Total U.S. Agencies			57,910,634.63		58,358,000.00					58,183,849.26	
CORPORATE NOTES/BONDS											
Tennessee Valley Authority			1,907,880.00		2,000,000.00	2.875%	4.300%	7/25/23	2/11/27	1,943,776.56	Feb & Aug
Microsoft Corp			1,930,730.00		2,000,000.00	3.300%	4.210%	11/29/22	2/6/27	1,959,376.02	Feb & Aug
Apple Inc			1,905,342.00		2,000,000.00	3.000%	4.100%	2/3/23	11/13/27	1,926,640.12	May & Nov
Total Corporate Notes/Bonds			5,743,952.00		6,000,000.00					5,829,792.70	
TOTAL INVESTMENTS			\$ 262,867,490.99		\$ 174,283,599.64					\$ 264,084,414.89	
TOTAL INVESTMENTS AND DEMAND DEPOSITS			280,900,439.22		192,316,547.87					282,117,363.12	

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

City Council Meeting Minutes

November 12, 2024

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



1. CALL TO ORDER

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

2. SALUTE TO THE FLAG

3. ROLL CALL AND DECLARATION OF CONFLICTS

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

Absent: None

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

4. APPROVAL OF AGENDA AS POSTED OR AMENDED

Motion: Approval of Agenda with an amendment to pull agenda item 9C, motioned by Councilmember Abram, seconded by Councilmember Bixel and carried 5/0 by the following vote:

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

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

A. Turlock Police Department Animal Services – Adoptable Pets

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

B. Law Enforcement Records and Support Personnel Week

Chief of Police Hedden presented the proclamation.

C. Certificate of Certificate of Appreciation - Dr. Murali Naidu

Mayor Bublak read the certificate of appreciation for Dr. Murali Naidu.

D. Slate Communications – City of Turlock Communication Plan Update

Economic Development Director Sims, Kim Newcomer and Kristen Knoll from Slate Communications gave an update on the communication plan.

6. PUBLIC PARTICIPATION

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

**CITY OF TURLOCK
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Ramon Rodriguez
Athena Envien
Milt Trieweller
Celeste Lozano

With no further comments, Mayor Bublak closed public comment.

7. CONSENT CALENDAR

- 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 2024-165: 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" (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 2024-166: 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)

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

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
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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)

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

Action: Ordinance 1322-CS: 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:

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

- 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)

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

Action:

Ordinance 1323-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

Resolution 2024-168: Establishing Conditions of Approval for Planned Development 283 at 337 West Avenue South, Stanislaus County APN 050-003-042

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

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)

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

Mel Loureiro
Milt Trieweler
Bob Puffer

CITY OF TURLOCK
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With no further comments, Mayor Bublak closed public comment.

Action: Resolution 2024-167: 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 as motioned by Councilmember Abram, seconded by Councilmember Bixel, and carried 3/2 by the following vote:

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

- 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)

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

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

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

- C. Item pulled for future consideration

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

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)

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

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

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

11. CITY MANAGER REPORTS/UPDATES

- A. Monthly Department Reports

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
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12. COUNCILMEMBER COMMENTS AND ANNOUNCEMENTS

Councilmember Abram thanked the administration staff for the new agenda management system. She mentioned she is excited about the next steps towards website, thanked everyone for the Veterans Day service, and wished staff a Happy Thanksgiving.

Councilmember Bixel wished everyone a Happy Thanksgiving.

Vice Mayor Franco thanked staff for the Veterans Day service, and thanked all the Veteran's for their service. She wished everyone a Happy Thanksgiving, reminded the public of the upcoming Turkey Trot, and Christmas Parade

Councilmember Monez thanked all the Veteran's for their service, and congratulated the Police Department for their prompt arrest in her District and their hard work and dedication.

Mayor Bublak wished everyone a Happy Thanksgiving and reminded everyone to be safe.

13. COUNCILMEMBER ITEMS FOR FUTURE CONSIDERATION

None

14. CLOSED SESSION

- A. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a) "Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation." Agency Designated Representative: Deputy City Manager Sarah Eddy
Employee Organization: Turlock City Employees Association
Employee Organization: Turlock Firefighters Association-Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Groups: Turlock Management Employees
- B. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2) "For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency." Potential Case(s): Three (3)

15. REPORTS FROM CLOSED SESSION

None

16. ADJOURNMENT

Mayor Bublak adjourned the meeting at 7:29 p.m.

Respectfully submitted

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 12, 2024**

Nichole Fiez, City Clerk Trainee

Agenda Item 10C

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

City Council Staff Report

December 10, 2024



From: Reagan Wilson, City Manager
Prepared by: Reagan Wilson, City Manager
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Adopting the 2025 City Council meeting schedule in accordance with Turlock Municipal Code Section 2-1-02.

2. DISCUSSION OF ISSUE:

The attached Resolution (and Exhibit A) sets forth the dates for the 2025 City Council meeting schedule in accordance with the Turlock Municipal Code. Turlock Municipal Code Section 2-1-02 states regular meetings of the Council shall, unless canceled by motion and passed by a majority of members present, be held on the second and fourth Tuesdays of each month at the hour of 6:00 p.m. Additionally, pursuant to City Council Resolution 2013-002 and 2013-167, regular meetings of the Public Financing Authority (PFA) and the Successor Agency to the Turlock Redevelopment Agency (SA) shall be held at the same time and place as regular City Council meetings.

The City of Turlock historically experiences a reduction in items that need to be acted upon during the holiday season. For the 2025 calendar year, it is proposed that the City Council not schedule regular meetings on the following dates due to the following circumstances:

1. November 25, 2025 - Thanksgiving holiday
2. December 23, 2025 - Christmas holiday

Instances may arise when it will be necessary to call special meetings or workshops to discuss policy and/or community issues, etc.

3. BASIS OF RECOMMENDATION:

Pursuant to Turlock Municipal Code Section, "The regular meetings of the Council shall, unless canceled by motion passed by a majority of members present, be held on the second and fourth Tuesdays of each month at the hour of 6:00 p.m., unless such meeting date shall coincide with Christmas Eve (December 24th) or any holiday on which City Offices are closed, in which event the regular meeting shall be held on the third Tuesday of the month in which the holiday falls."

4. FISCAL IMPACT / BUDGET AMENDMENT:

None.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval. Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

Council may wish to consider scheduling meetings on every second and fourth Tuesday in 2025 as set forth in the Turlock Municipal Code. This option would still allow the Council to cancel the meetings as the dates draw nearer and does not preclude the Council from setting special meetings as necessary.

9. ATTACHMENTS:

1. Draft Resolution
2. Exhibit A - Meeting Calendar

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF ADOPTING THE 2025 }
CITY COUNCIL MEETING SCHEDULE IN }
ACCORDANCE WITH TURLOCK }
MUNICIPAL CODE SECTION 2-1-02 }
_____ }**

RESOLUTION NO. 2024-XXX

WHEREAS, annually, the City Council adopts a meeting schedule establishing meetings for the calendar year; and

WHEREAS, Exhibit A to this Resolution sets forth the dates for the 2025 City Council meeting schedule in accordance with the requirements of Turlock Municipal Code Section 2-1-02; and

WHEREAS, for the 2025 calendar year, it is proposed that the City Council not schedule regular meetings on the following dates due to the following circumstances:

- 1. November 25, 2024 due to the Thanksgiving holiday
- 2. December 23, 2024 due to the Christmas holiday

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Turlock does hereby adopt the 2024 City Council meeting schedule in accordance with Turlock Municipal Code Section 2-1-02.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 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 OF TURLOCK 2025 CITY COUNCIL MEETINGS

JANUARY 14	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
JANUARY 28	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
FEBRUARY 11	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
FEBRUARY 25	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
MARCH 11	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
MARCH 25	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
APRIL 08	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
APRIL 22	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
MAY 13	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
MAY 27	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
JUNE 10	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
JUNE 24	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
JULY 08	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
JULY 22	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
AUGUST 12	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
AUGUST 26	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
SEPTEMBER 09	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
SEPTEMBER 23	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
OCTOBER 14	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
OCTOBER 28	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
NOVEMBER 18	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
NOVEMBER 25	6:00 p.m.	NO MEETING SCHEDULED
DECEMBER 09	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
DECEMBER 23		NO MEETING SCHEDULED

2026

JANUARY 13	6:00 p.m.	<i>(also Regular meeting of the SA/PFA)</i>
JANUARY 27	6:00 p.m.	<i>(also Regular meeting if the SA/PFA)</i>

MEETINGS ARE SCHEDULED TO BE HELD IN THE YOSEMITE COMMUNITY ROOM (COUNCIL CHAMBERS),
TURLOCK CITY HALL, 156 S. BROADWAY, TURLOCK. SEE MEETING AGENDA FOR POSSIBLE CHANGES IN LOCATION.

City Council Staff Report

December 10, 2024



From: Nichole Fiez, City Clerk
Prepared by: Nichole Fiez, City Clerk
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Accepting the City of Turlock Local Appointment List for 2025

2. DISCUSSION OF ISSUE:

The California Legislature established 54970 et seq. of the Government Code, also known as the “Maddy Act,” for the purpose of increasing public awareness of appointments to be made by any local government, and providing local appointive powers access to a talent resource otherwise untapped. According to Government Code Section 54972, each legislative body is required to prepare an Appointment List of all regular and ongoing boards, commissions, and committees that are appointed by the legislative body of the local agency. The list must contain the terms that will expire during the next calendar year, the name of the incumbent appointee, date of appointments, and the necessary qualifications for the position. Section 54973 requires the legislative bodies designate the public library with the largest service population within the jurisdiction to receive a copy of the list.

The Local Appointments List for 2025 has been prepared and is attached (Attachment A). Following approval, the City Clerk will forward the list to the Turlock Public Library and post it on the City’s website.

3. BASIS OF RECOMMENDATION:

To remain in compliance with the requirements of the Maddy Act.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None by this action.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

8. ALTERNATIVES:

City Council could not approve the local appointment list, however, this would put the City out of compliance with the requirements of the Maddy Act.

9. ATTACHMENTS:

1. Local Appointment List for 2025



Nichole Fiez
CITY CLERK

OFFICE OF THE CITY CLERK

NFIEZ@TURLOCK.CA.US

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668 | TDD 1-800-735-2929

PUBLIC NOTICE

LOCAL APPOINTMENTS LIST 2025 (Prepared in compliance with the Maddy Act)

Pursuant to California Government Code Sections 54970 - 54974, on or before December 31 of each year, the City of Turlock shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body.

The City of Turlock encourages residents desiring to serve the community to apply for positions on applicable boards, commissions, and committees. The Local Appointments List is as follows:

CDBG COMMUNITY GRANT SELECTION COMMITTEE

The Housing Program Services (HPS) Division provides annual funding to non-profit organizations through a competitive application process. This Federal funding is made available through the Community Development Block Grant (CDBG) Program. The City of Turlock is a CDBG entitlement jurisdiction funded by the U.S. Department of Housing and Urban Development (HUD). All CDBG funds must benefit low to moderate income persons in Turlock. Each year, around the beginning of the calendar year, a Notice of Funding Availability (NOFA) is published for the following city fiscal year (July through June). Non-profits may apply for funding to assist individual proposed Public Service activities in Turlock. A variety of activities are assisted with funds from HPS. CDBG funds have assisted activities such as; teen mother services, free food for the low income, cold weather-shelter homeless services, gang prevention services at the local elementary schools and high school.

Qualifications: City of Turlock representative

Term: Through grant selection process for each year appointed

Contact: Marta Lujan, City of Turlock, (209) 668-5640

INCUMBENT APPOINTEE	DATE OF APPOINTMENT	DATE OF REAPPOINTMENT	CURRENT TERM EXPIRES
Abe Rojas	01/12/21	12/13/22, 12/6/23, 12/10/24	12/31/25
Dejeune Shelton	12/10/24		12/31/25
Allison Jeffery	01/12/21	12/13/22, 12/6/23, 12/10/24	12/31/25
Vacant			12/31/25
Derik Dami	12/13/22	12/6/23, 12/10/24	12/31/25

MEASURE A LOCAL TRANSACTIONS (SALES) AND USE TAX CITIZENS OVERSIGHT COMMITTEE

Pursuant to City of Turlock Ordinance No. 1281-CS, the Measure A Citizens Oversight Committee is comprised of five (5) members, appointed by the City Council. Members of the Citizens' Oversight Committee shall not be current City of Turlock employees, officials, contractors, or vendors of the City. Past employees, officials, contractors, and vendors shall be eligible to serve on the Committee, provided that there are no conflicts of interest as determined by the City Attorney. To the extent possible at least two members of the Committee should be certified public accountants, or have significant background and experience in accounting or a finance related field. Three (3)

members serve two (2) year terms and two (2) members serve three (3) year terms. Successors shall be appointed for terms of three (3) years. No member may serve more than three (3) consecutive terms.

Qualifications: City of Turlock resident

Term: 3 years

Meeting Time: Quarterly (date/time varies)

Contact: Nichole Fiez, City of Turlock, (209) 668-5540

Isaac Moreno, City of Turlock, (209) 668-5570

INCUMBENT APPOINTEE	DATE OF APPOINTMENT	DATE OF REAPPOINTMENT	CURRENT TERM EXPIRES
Patrick Shields	12/13/22		07/01/25
Linda Gatton	08/08/23		07/01/26
Karen Borba	10/10/23		07/01/26
Pam Franco	12/10/24		07/01/27
Mike Lynch	09/10/24		07/01/27

MEASURE L CITIZENS OVERSIGHT COMMITTEE

Measure L is the Transportation Ordinance and Expenditure Plan approved by Stanislaus County voters on November 8, 2016. The measure raises the sales tax in Stanislaus County by one-half cent for a total period of 25 years to improve our local streets and roads, improve connectivity and reduce congestion. This money is administered by the Stanislaus Council of Governments (StanCOG) and pays for specific voter-approved transportation projects for local street and road improvements, and regional projects and transit programs specified in the Plan. Measure L calls for an independent Measure L Oversight Committee to oversee compliance with the Ordinance as specified in the Transportation Ordinance and Plan.

Qualifications: Nominated by local jurisdiction. City representative to StanCOG Policy Board will forward the nomination to StanCOG. Formal appointments are made by the StanCOG Executive Committee.

Term: 3 years

Meeting Time: Quarterly on the first Tuesday of the month at 5:30 p.m.

Contact: Julie Christel, City of Turlock, (209) 668-5540

Cindy Malekos, StanCOG, (209) 525-4200

INCUMBENT APPOINTEE	DATE OF APPOINTMENT	DATE OF REAPPOINTMENT	CURRENT TERM EXPIRES
Derik Dami	12/13/22		12/31/25

PARKS, ARTS & RECREATION COMMISSION

The purpose of the Parks, Arts and Recreation Commission is to encourage, stimulate, promote and foster programs for the enrichment of the City and contribute to the quality of life in Turlock and develop an awareness in the business community, in local government and in the general public of the value and benefits of the constructive use of leisure time in Turlock. The Parks, Arts & Recreation Commission is comprised of seven (7) members.

Qualifications: Must be a resident of the City of Turlock

Term: Three (3) year term with term limits established at nine (9) consecutive years or end of term in which the nine (9) year period falls

Meeting Time: Quarterly in March, June, September, and December. Meetings are held at Turlock City Hall, 156 S. Broadway, in the Yosemite Community Room and begin at 6:00 p.m.

Contact: Karen Packwood, City of Turlock, (209) 668-5594

INCUMBENT APPOINTEE	DATE OF APPOINTMENT	DATE OF REAPPOINTMENT	CURRENT TERM EXPIRES
Robert Holly	05/24/16	01/23/18, 01/12/21, 12/10/24	12/31/26
Barbara Jensen	01/25/22	12/10/24	12/31/27
Rajpreet Sangha	02/13/2024		12/31/25
Keristofer Seryani	04/09/19	01/25/22, 12/10/24	12/31/27
John Bohlender	08/27/2024		12/31/25

Lupe Aguilera	12/10/24		12/31/27
Shehu Hassan	12/13/22		12/31/25

PLANNING COMMISSION

The Planning Commission holds the powers and duties as the “planning agency” for the City of Turlock as defined under Sections 65100 et seq. of the Government Code of the State and such other authority as may be conferred upon the Commission by law. The Planning Commission is the decision-making body for conditional use permits, subdivision maps, comprehensive sign programs, and variances, and serves as the appeal body for any actions or permits delegated to staff by the zoning ordinance. The Turlock Planning Commission is comprised of seven (7) regular and two (2) alternate members, appointed by the Mayor and confirmed by the City Council.

Qualifications: Must be a resident of the City of Turlock

Term: Each member serves four (4) year terms with term limits established at twelve (12) consecutive years or end of term in which 12-year period falls. Each alternate member serves a term of two (2) years.

Meeting Times: The Turlock Planning Commission holds regularly scheduled meetings on the first Thursday of each month at Turlock City Hall, 156 S. Broadway, Yosemite Community Room, 6:00 p.m.

Contact: Joanne Foster, City of Turlock, (209) 668-5640

INCUMBENT APPOINTEE	DATE OF APPOINTMENT	DATE OF REAPPOINTMENT	CURRENT TERM EXPIRES
Jim Reape	01/10/17	01/12/21, 12/10/24	12/31/28
Constance Anderson	01/10/17	01/12/21, 12/10/24	12/31/28
Matthew Davis	01/23/18	01/11/22	12/31/25
Mark Reese	01/11/22		12/31/25
Ray Souza	04/09/19	12/13/22	12/31/26
Sukhminder Deol	02/09/21	12/10/24	12/31/28
Patrick Johnson	12/13/22		12/31/26
Citizen Vacancy			12/31/27
Bryan Saint (1 st Alt.)**	12/10/24		12/31/27
Bryan Tribble (2 nd Alt.)**	12/10/24		12/31/27

** Note: Appointments to 1st and 2nd Alternate Positions are optional and currently remain vacant.

TURLOCK MOSQUITO ABATEMENT DISTRICT

The Turlock Mosquito Abatement District is dedicated to enhancing the quality of life for our community by providing effective and environmentally sound mosquito control and disease prevention through timely and efficient surveillance, control and public awareness programs. The District is governed by California Mosquito and Vector Control Law along with an eight (8) member Board of Trustees. The trustees are local residents appointed by city councils and the board of supervisors of Stanislaus County. The District is publicly funded and has monthly board meetings that are open to the public and provides year around service which includes prompt response to service requests, on-site inspections and mosquito control work as necessary. Mosquito fish are available at the District office.

Qualifications: Must live within the City limits of Turlock

Term: 4 years (No term limit)

Meeting Time: Third Monday at 7:00 p.m. (Exception: third Tuesday in January & February due to holidays)

Contact: David Heft, Manager of District, (209) 634-8331
4412 N. Washington Road, Turlock, CA 95380
Deborah Battista, Secretary

INCUMBENT APPOINTEE	DATE OF APPOINTMENT	DATE OF REAPPOINTMENT	CURRENT TERM EXPIRES
Aaron Hackler	02/14/12	01/12/16, 02/22/20, 1/23/24	12/31/28

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing Local Appointments List was posted on the City of Turlock website, the Turlock City Hall Bulletin Board and the Turlock Public Library prior to December 31.

Dated this 10nd day of December, 2024.

Nichole Fiez

Nichole, City Clerk

City Council Staff Report

December 10, 2024



From: Jessie Dhami, Human Relations Director
Prepared by: Alison Arias, Principal HR Analyst
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution Approving City-wide pay ranges for part-time employees in accordance with the California Department of Industrial Relations Minimum Wage Requirement, effective January 1, 2025, and adjusting the Part-time Pay Range Schedule to coincide with the competitive job market, which was included in the adoption of the Fiscal Year 2024-2025 budget. (Dhami)

2. DISCUSSION OF ISSUE:

On January 1, 2025, the California Department of Industrial Relations is increasing the minimum wage from \$16.00 per hour to \$16.50 per hour. As a result of the State minimum wage increase, the City is proposing approval of a pay range schedule for part-time employees. Departments have proposed pay ranges for each of their respective part-time job classifications, with the required hourly rate reflected. Applying the increase to all part-time employees, for specific positions, will address compaction issues where present.

Having a City-wide Part-time Pay Range Schedule is an effective and consistent tool for all departments. In addition to each department's list of part-time positions, the schedule also reflects part-time positions that are common to all departments.

Some part-time positions require additional certifications and credentials. The hourly rates for these positions are adjusted to coincide with the competitive job market of other agencies.

3. BASIS OF RECOMMENDATION:

Staff is requesting approval of City-wide pay ranges for part-time employees and adjusting the Part-time Pay Range Schedule reflecting a minimum wage increase requirement to maintain compliance with the California Department of Industrial Relations and remain competitive with the current job market.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds to cover the increase to hourly rates reflected in the Part-time Pay Range Schedule, were accounted for in the adoption of the Fiscal Year 2024-2025 budget across all funds, in part-time expense account numbers 41002_000 through 41002_017. Therefore, no budget augmentation is needed to approve these increases.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

Council may choose not to approve the City-wide pay ranges for part-time employees. Staff does not recommend this as it would cause the City to be out of compliance with the California Department of Industrial Relations Minimum Wage Requirement effective January 1, 2025, and create compaction issues.

9. ATTACHMENTS:

1. Draft Resolution PT Pay Schedule
2. PT Pay Schedule Effective January 1, 2025

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING CITY-WIDE	}	RESOLUTION NO. 2024-XXX
PAY RANGES FOR PART-TIME EMPLOYEES	}	
IN ACCORDANCE WITH THE CALIFORNIA	}	
DEPARTMENT OF INDUSTRIAL RELATIONS	}	
MINIMUM WAGE REQUIREMENT, EFFECTIVE	}	
JANUARY 1, 2025, AND ADJUSTING THE	}	
PART-TIME PAY RANGE SCHEDULE TO	}	
COINCIDE WITH THE COMPETITIVE JOB	}	
MARKET, WHICH WAS INCLUDED IN THE	}	
ADOPTION OF THE FISCAL YEAR 2024-2025	}	
BUDGET.	}	

WHEREAS, on January 1, 2025, the California Department of Industrial Relations will increase the minimum wage from \$16.00 per hour to \$16.50 per hour, resulting in the City proposing approval of an updated pay range schedule for part-time employees; and

WHEREAS, departments have proposed pay ranges for each of their respective part-time job classifications, with the required hourly rate reflected, which will also address compaction issues where present; and

WHEREAS, some part-time positions require additional certifications and credentials; therefore, the hourly rates for these positions are adjusted to coincide with the competitive job market of other agencies; and

WHEREAS, having a City-wide Part-time Pay Range Schedule will be an effective and consistent tool for all departments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve City-wide pay ranges for part-time employees in accordance with the California Department of Industrial Relations Minimum Wage Requirement, effective January 1, 2025, and adjusting the Part-time Pay Range Schedule to coincide with the competitive job market, which was included in the adoption of the Fiscal Year 2024-2025 budget.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk
City of Turlock, County of Stanislaus,
State of California

PART-TIME POSITIONS & PAY RANGE SCHEDULE			
DEPARTMENTS	JOB TITLES	1/1/24 - 12/31/24	1/1/25 - 12/31/25
MUNICIPAL SERVICES	RECREATION LEADER - PLAY Out of School Programs	\$17.00	\$17.50
	SITE MANAGER - PLAY Out of School Programs	\$18.50	\$19.00
	RECREATION LEADER - ASES	\$17.00	-
	SITE MANAGER - ASES	\$18.50	-
	PROGRAM SPECIALIST	\$19.50	\$20.00
	SPECIAL EVENT	\$16.50 - \$22.50	\$17.00 - \$23.00
	YOUTH/ADULT SPORTS OFFICIAL	\$16.50	\$17.00
	ADULT SPORTS OFFICIAL	\$16.50	-
	YOUTH SPORTS COACHES	\$17.00	\$17.50
	SITE MANAGER - YOUTH SPORTS MANAGER	\$18.00	\$18.50
	SITE MANAGER - ADULT SPORTS	\$18.00	-
	LIFEGUARD	\$19.50	\$20.00
	SWIM INSTRUCTOR (NON CERTIFIED)	\$17.50	\$18.00
	ASST. POOL MANAGER	\$20.00	\$20.50
	POOL MANAGER	\$21.00	\$21.50
	AQUATIC SPECIALIST	\$22.50	\$23.00
	CASHIER	\$16.50	\$17.00
	EVENT ASSISTANT	\$21.00	\$21.00 - \$23.00
	CLASS INSTRUCTORS		
	COMMUNITY SERVICE CLASS NO CERT	\$16.50 - \$20.00	\$17.00 - \$20.00
	CERTIFICATION REQUIRED	\$16.50 - \$28.00	\$17.00 - \$28.00
	CREDENTIALLED INSTRUCTOR *	\$18.00 - \$30.00	\$18.00 - \$30.00
*Instructor is defined as a single/multiple credential or other credential requiring a Bachelor's Degree			
MUNICIPAL SERVICES	PT MAINTENANCE WORKER	\$16.00 - \$21.00	\$16.50 - \$21.50
	PT FLEET MAINTENANCE WORKER	\$16.00 - \$22.50	\$16.50 - \$22.50
	MAINTENANCE INTERN	\$16.00	\$16.50
POLICE	PT BACKGROUND INVESTIGATOR	\$36.86 - \$41.40	\$36.86 - \$41.40
	PT SENIOR BACKGROUND INVESTIGATOR	\$38.88 - \$43.40	\$38.88 - \$43.40
	PT KENNEL ATTENDANT	\$18.00 - \$20.00	\$18.00 - \$21.00
	PT CADET	\$18.00 - \$20.00	\$18.00 - \$20.00
	PT CODE ENFORCEMENT	\$25.58 - \$31.08	\$25.58 - \$31.08
	PT ANIMAL SERVICES / RESCUE COORDINATOR	\$18.00 - \$20.00	\$18.00 - \$22.00
FINANCE	PT ACCOUNT CLERK	\$16.00 - \$20.00	\$16.50 - \$20.50
CM OFFICE	PT GRANT WRITER	\$20.00 - \$25.00	\$20.00 - \$25.00
MUNICIPAL SERVICES	PT ELECTRONIC INSTRUMENTATION WORKER	\$16.00 - \$22.50	\$16.50 - \$23.00
	PT ENVIRONMENTAL COMPLIANCE INSPECTOR	\$16.00 - \$22.50	\$16.50 - \$23.00
	PT LABORATORY ANALYST	\$16.00 - \$22.50	\$16.50 - \$23.00
	PT UTILITY MAINTENANCE WORKER	\$16.00 - \$22.50	\$16.50 - \$23.00
	PT WASTEWATER TREATMENT PLAN ATTENDANT	\$16.00 - \$22.50	\$16.50 - \$23.00
	PT WATER CONSERVATION WORKER	\$16.00 - \$22.50	\$16.50 - \$23.00
ALL DEPARTMENTS	PT CLERICAL- ALL DEPARTMENTS	\$16.00 - \$23.00	\$16.50 - \$23.00

City Council Staff Report

December 10, 2024



From: Christopher Fisher, Municipal Services Director
Prepared by: Janine Lee, Associate Engineer
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving agreements with Montrose Environmental Solutions of Oakland, California (City Contract 2025-077) and Provost and Pritchard Consulting Group of Clovis, California (City Contract 2025-076), in forms approved by the City Attorney, for On-Call Environmental Study Services for RFQ No. 24-009, "RFQ for Environmental Study Services", for three-year terms in amounts not to exceed \$150,000 per agreement to be funded by various G/L accounts to be determined relative to the various capital projects requiring these services

2. DISCUSSION OF ISSUE:

For the past two decades, the City has utilized on-call agreements for professional services to assist in the delivery of the City's Capital Improvement Program (CIP) projects. On-call agreements specify a maximum compensation amount and allow staff to request proposals and authorize work for various individual projects directly from on-call consultants. Under an on-call agreement, either the City Engineer or Department Director are authorized to sign a "Service Request" document which details the consultant's scope and negotiated fee, and which authorizes the consultant to perform the specified work. On-call agreements provide valuable flexibility and efficiency to the City. Without an on-call agreement, each professional service would require separate agreements that would each require preparation of staff reports and memos, review cycles and timelines for contract execution, and submission and review of insurance documents.

The types of projects that may be authorized as a result of execution of on-call environmental study services agreements include drafting Area of Potential Effect maps, providing environmental research, technical studies, and/or data analysis of project area, drafting CEQA Initial Studies, Environmental Assessments, or Environmental Impact Reports, and proposing mitigation measures. These services are not readily available through other on-call consultants or City staff.

All California local agencies are required to follow Government Code Sec. 4526 which outlines the basic requirements for a Qualifications Based Selection (QBS) for professional services. The requirements require that the City's professional consultants "...are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public agencies." The City's procedures for procuring services are codified in the Turlock Municipal Code Section 2-7-08. Staff solicited statements of qualification from interested firms as part of RFQ No. 24-009, "RFQ for Environmental Study Services." This process included preparation and advertisement of a Request for Qualifications (RFQ) document outlining the scope of services, standard terms of the City's agreement, and the evaluation and selection criteria that the review committee would utilize to score and rank statements of qualification. The RFQ was

advertised in the Turlock Journal and on the City's website.

On October 8, 2024, City staff received eight (8) proposals in response to the advertised RFQ from the following firms:

1. EMC Planning Group
2. GEI Consultants, Inc.
3. LSA Associates, Inc.
4. M-Group
5. Montrose Environmental Group
6. Precision Civil Engineering, Inc.
7. Provost & Pritchard Consulting Group
8. UltraSystems Environmental, Inc.

An evaluation committee consisting of three City Engineering staff scored and ranked proposals based on the criteria listed in the RFQ. As a result of the evaluation, City staff is recommending approval of an agreement for the two highest ranking firms, Montrose Environmental Group and Provost and Pritchard Consulting Group. These firms met all the minimum RFQ requirements, excelled in their ability to communicate how they could meet the needs of the City in providing such services, and are being recommended by staff for execution of on-call agreements.

Staff recommend the selection of two (2) firms, rather than a single firm, for several reasons, including:

1. Staff seek to minimize the potential negative impact on project progress during busy construction periods, as a single firm may experience high workloads that affect their ability to respond promptly, and
2. Staff seek to maintain a competitive value for services between the two firms who will be aware of their competitor's on-call agreement with the City as well.

3. BASIS OF RECOMMENDATION:

- A. Pursuant to the Turlock Municipal Code Section 2-7-08, City Council approval is required for agreements for professional services exceeding \$100,000.
- B. On-call environmental study services agreements will provide valuable flexibility and efficiency to the City and allow the City Engineer or Department Director to authorize professional work on individual projects without having to enter into separate contracts for each task.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Each agreement specifies that the maximum compensation made to each consultant shall not exceed \$150,000 in the three-year term.

City staff perform project-level budget analysis when preparing requests for approval of an award of bid. When checkpoints in each capital project occur, such as an award of bid or

notice of completion, the project's projected and/or actual budget information is brought to Council. The environmental services provided by the aforementioned two consultants will be included in that budget information.

No budget appropriation is required in order to approve the on-call agreements.

Compensation for professional work completed under the on-call agreement will be made from the general ledger accounts identified for each individual city project requiring these services.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action does not meet the definition of a "project" subject to CEQA in accordance with Section 15378 of the CEQA Guidelines. Each project that each consultant is working on will have it's own CEQA analysis done at that time.

8. ALTERNATIVES:

- A. Council could reject the award of both consultant agreements. Staff does not recommend this alternative due to the fact that environmental study services are necessary for many projects that the City has an interest in and having multiple on-call agreements provides increased competition and accountability for each of the selected firms.
- B. Council could reject the award of one consultant agreement, while approving an agreement with the other consultant. Staff does not recommend this alternative because the selected consultant may be unavailable at times due to various reasons, which could cause delays and affect project delivery.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. City Contract 2025-076 with Provost & Pritchard Consulting Group, Inc.
- 3. City Contract 2025-077 with Montrose Environmental Solutions

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING
AGREEMENTS WITH MONTROSE
ENVIRONMENTAL SOLUTIONS OF
OAKLAND, CALIFORNIA (CITY CONTRACT
2025-077) AND PROVOST AND PRITCHARD
CONSULTING GROUP OF CLOVIS,
CALIFORNIA (CITY CONTRACT 2025-076),
IN FORMS APPROVED BY THE CITY
ATTORNEY, FOR ON-CALL
ENVIRONMENTAL STUDY SERVICES FOR
RFQ NO. 24-009 “RFQ FOR ON-CALL
ENVIRONMENTAL STUDY SERVICES” FOR
THREE-YEAR TERMS IN AMOUNTS NOT TO
EXCEED \$150,000 PER AGREEMENT TO BE
FUNDED BY VARIOUS G/L ACCOUNTS TO
BE DETERMINED RELATIVE TO THE
VARIOUS CAPITAL PROJECTS REQUIRING
THESE SERVICES**

RESOLUTION NO. 2024-

WHEREAS, the City has utilized on-call agreements for professional services to assist in the delivery of the City’s Capital Improvement Program (CIP) projects when services are not readily available through other consultants or City staff; and

WHEREAS, on-call agreements provide valuable flexibility and efficiency to the City as it limits the administrative time and cost associated with entering into separate agreements for each task that would otherwise require preparation of staff reports and memos, review cycles and timelines for contract execution, and submission and review of insurance documents; and

WHEREAS, the type of projects that may be authorized as a result of execution of on-call environmental study services agreements include drafting Area of Potential Effect maps, providing environmental research, technical studies, and/or data analysis of project area, drafting CEQA Initial Studies, Environmental Assessments, or Environmental Impact Reports, and proposing mitigation measures.; and

WHEREAS, Staff solicited statements of qualification from interested firms as part of RFQ No. 24-009, “RFQ for Environmental Study Services” and advertised the RFQ in the newspaper and on the City’s website; and

WHEREAS, an evaluation committee consisting of three City employees scored and ranked proposals based on the criteria listed in the RFQ, resulting in a recommendation to award an on-call agreement to the two highest ranking firms; and

WHEREAS, compensation for professional work completed under these on-call agreements will be made from the general ledger accounts identified for each individual city project requiring these services; and

WHEREAS, this action does not meet the definition of a “project” subject to CEQA in accordance with Section 15378 of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve agreements with Montrose Environmental Solutions of Oakland, California (City Contract 2025-077) and Provost and Pritchard Consulting Group of Clovis, California (City Contract 2025-076), in forms approved by the City Attorney, for On-Call Environmental Study Services for RFQ No. 24-009, "RFQ for Environmental Study Services", for three-year terms in amounts not to exceed \$150,000 per agreement to be funded by various G/L accounts to be determined relative to the various capital projects requiring these services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2024, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
PROVOST & PRITCHARD CONSULTING GROUP, INC
for
ON-CALL ENVIRONMENTAL STUDY SERVICES**

City Contract No. 2025-076

THIS ON-CALL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and PROVOST & PRITCHARD CONSULTING GROUP, a California corporation (“Professional”), on this 10th day of December 2024 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the On-Call Environmental Study Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services which are shown in Exhibit A (Request for Qualifications) and in Exhibit B (Statement of Qualifications) attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in Exhibit B (“Statement of Qualifications”).

D. The Parties anticipate that Professional shall provide Services for one or more Capital Improvement Program (CIP) projects as determined through creation of individual Service Request(s). The Service Request(s) shall identify the project-specific scope, maximum compensation, and schedule (“Completion Schedule”) for providing the Services. The Service Request(s) shall be made effective upon signature and execution by either the City Engineer or the

Municipal Services Director and the Professional. A blank template of the Service Request is provided in Exhibit C.

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

AGREEMENT

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

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 10th day of December 2027 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

4. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

5. Work.

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

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

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

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

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

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed One Hundred Fifty Thousand and No/100ths Dollars (\$150,000.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

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

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

of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

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

8. Time of Performance. Professional warrants that it will commence performance of the Services upon issuance of the Notice to Proceed from the City for each Service Request. . The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. [Intentionally Omitted]

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

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

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

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

12.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for

such Services. All work or products completed by Professional shall be completed using the best practices available for the profession. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

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

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

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

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

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

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

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

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

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

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

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

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

18. Suspension of Services by City. City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or

eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives (“City’s Agents”); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

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

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

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

any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnifications.

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

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

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

29. Independent Contractor. At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this

Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

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

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

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

If to City: **City of Turlock**
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
Turlock, California 95380

With courtesy copies to: **City of Turlock, City Attorney's Office**
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456

If to Professional: **Provost and Pritchard Consulting Group, Inc.**
Attn: Briza Sholars
455 W Fir Ave.
Clovis, California 93611

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

Janine Lee
Associate Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-6035
E-mail: jlee@turlock.ca.us

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

35. Use of City Project Number. [Intentionally Omitted]

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

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

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

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

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

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

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

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

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

one and the same instrument. 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.

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

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

PROFESSIONAL

**Provost & Pritchard Consulting Group Inc., a
California corporation,**

By: 

Print Name: Jeffrey Dorn, RCE 76749

Title: Director of Operations

Date 11/21/2024

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

By: _____
Reagan M. Wilson, 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



REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-009

FOR

ON-CALL AGREEMENT FOR
ENVIRONMENTAL STUDY SERVICES

RFQ ISSUED: 9/6/24
BIDS DUE: 10/8/2024 3:00 PM

BID SUBMITALS TO:

CITY OF TURLOCK
ATTN: PURCHASING
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380

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INTRODUCTION

The City of Turlock (hereinafter referred to as the “City”) is requesting proposals for qualified firms to provide professional environmental study services upon request from the City of Turlock on an “as needed” basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

BACKGROUND

The City of Turlock maintains several different types of professional on-call agreements for use on an “as needed” basis. The on-call agreement allows City staff to request services from a retained firm (“Consultant”) on an individual project basis as the need arises. Prior to any work completed under the on-call agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the on-call agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the City reserves the right to seek and retain said services through other means or contractors.

RFQ TIMELINE

This RFQ will be governed by the following schedule:

- ❖ RFQ Issued: 9/6/2024
- ❖ Proposals Due: 10/8/2024 3:00 PM
- ❖ City Council Approval of Agreement: 11/12/2024

*All dates are subject to change at the discretion of the City

QUESTIONS

Request for Information (RFI) should be directed to:

purchasing@turlock.ca.us

All questions must be in writing and received at least five (5) working days prior to the closing date for submittal of this Request for Qualifications (RFQ), to provide time for issuing and forwarding answers. The City will not be responsible for oral interpretations of the Request for Qualifications (RFQ).

SCOPE OF SERVICE

The City invites you to submit a proposal for environmental study services. The scope of work includes, but is not limited to, the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. For federally funded projects, all environmental study services shall comply with provisions of the National Environmental Policy Act (NEPA) and applicable provisions of the California Local Assistance Procedures Manual (LAPM) Chapter 6;
3. For state funded projects, all environmental study services shall comply with provisions of the California Environmental Quality Act (CEQA) and applicable provisions of the California Local Assistance Procedures Manual (LAPM) Chapter 6;
4. For projects funded entirely from local sources, all environmental study services shall comply with provisions of the California Environmental Quality Act (CEQA).
5. Requested services may involve any one, or a combination of, the following professional services:
 - a. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
 - b. Assist the City with presentations and/or recommendations to the City staff or Administration;
 - c. Assist City staff with project scoping related to environmental components;
 - d. Provide environmental research, technical studies, and data analysis as necessary;
 - e. Drafting Area of Potential Effect maps as needed;
 - f. Completion of historic property studies and cultural resource studies;
 - g. Drafting CEQA Initial Studies, Environmental Assessments, or Environmental Impact Reports.
 - h. Proposing mitigation measures, routing CEQA documents to the public and stakeholders, processing environmental documents;
 - i. Third party review consultation related to documents prepared by the City or other consultants retained by the City.

REQUEST FOR QUALIFICATIONS GUIDELINES

The City requires each Consultant to submit a qualifications statement clearly addressing all of the requirements outlined in the RFQ. The qualifications statement shall be limited to 20 pages. The cover page, table of contents, and divider tabs will not be counted towards the page limit. The qualifications statement must include a minimum of three (3) recent or current client references, which include the name, address, and telephone number of each reference. Resumes

and examples of deliverables may be included, provided they are located in an appendix to the qualifications statement, which will not count toward the page limit. The Consultant may submit a qualifications statement organized according to his/her preference, provided that it be clear and concise.

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional environmental study services. Each qualifications statement must contain a statement of qualifications that includes the following information:

1. General Information – Provide the name, address, Unique Entity Identifier for SAM.gov and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work. The professional qualifications necessary for completing the work refers to the staff members that will be working on the potential projects. Please provide a list of qualified professionals;
2. Background – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience. Use of a resume attachment is acceptable;
3. Services and History– Provide a list of available services as well as a listing and description of work completed. The City is requesting the prospective consultant to provide a description of work for each available service. The description of work shall include previous completed work as well;
4. Response Time – Description of individual or firm's resources that allow for a timely delivery of services, including the names and qualifications of the firm's staff that will be working with the City of Turlock;
5. Public Agencies – Include narrative description of experience with public agencies, if any;
6. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years;
7. Sample of Work - Include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.

8. Fees – Provide a fee schedule in a separately sealed envelope. The fee schedule shall include the titles and hourly rates of staff. This information will be used as a basis of negotiation of compensation for the on-call agreement.

ASSUMPTIONS

The City Council is the only entity authorized to award an on-call agreement for environmental study services. The City reserves the right to enter into agreements with multiple consultants.

The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

PROCESS FOR SUBMITTING PROPOSALS

Sealed statements of qualifications shall be submitted to the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3 PM on Tuesday, October 8, 2024. No late submittals will be accepted. Proposers shall submit one original and one electronic copy (via USB drive) of requested documents.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all qualifications statements and/or terminate this RFQ process at any time, for any reason, without notice and with no obligations.

EVALUATION AND SELECTION PROCESS

Qualifications statements will first be screened to ensure responsiveness to the RFQ. The City may reject as non-responsive any qualifications statement that does not include the information required to be submitted by this RFQ. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their qualifications statements.

A committee will review and score all responsive written qualifications statements based upon the evaluation criteria set forth below. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a qualifications statement, and seek and review any other information deemed pertinent to the evaluation process. Qualifications statements will be reviewed by the Committee and evaluated to determine which qualifications statement best meets the criteria of the RFQ. The criteria are as follows:

Evaluation Criteria Category	Points Possible	Points Awarded
Professional Experience	30	
Qualifications of Staff	25	
Demonstrated Technical Ability	25	
Experience with Public Works Projects	20	
Total Points	100	

Please note that this RFQ pertains to environmental study services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms.

The City may hold interviews with any Consultant submitting a qualifications statement under this solicitation. These interviews will be held solely at the discretion of the City and after the qualifications statement scoring process. The intent of the City is to hold interviews only with top-scoring Consultants based on the selection process. The interviews would be attended by representatives of the City as well as the Consultant's principal and licensed professional staff in responsible charge of the work. The interviews would be used to gain further insight into the Consultant's capabilities for the purpose of making a recommendation for award of an agreement.

Following conclusion of the evaluation process, the Committee will score all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award. City staff shall notify the selected Consultant(s) of the final approval of the agreement by the City Council. Once submitted, all qualifications statements become public records and subject to disclosure, either in part or in whole, under the California Public Records Act.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

EXPARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with City Council members about this RFQ. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFQ Facilitator,

regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, suppliers and agents, any subcontractors or suppliers listed in the Proposer's qualifications statement, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

A. Amendments

The City reserves the right to amend or supplement this RFQ prior to the qualifications statement due date.

B. Cost for Preparing Qualifications Statement

The cost for developing the qualifications statement is the sole responsibility of the Proposer. All qualifications statements submitted become the property of the City.

C. Agreement

A copy of the City's standard on-call agreement is attached hereto. Please be advised the following provisions of the City's agreement are non-negotiable:

- ❖ Indemnification
- ❖ All insurance terms
- ❖ Termination
- ❖ Ownership/Use of Contract Materials and Products
- ❖ Disputes
- ❖ Governing Law

If an agreement cannot be reached, negotiations with an alternate vendor may commence.

STATEMENT OF QUALIFICATIONS

CITY OF TURLOCK
REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-009 FOR
ON-CALL AGREEMENT FOR ENVIRONMENTAL STUDY SERVICES

OCTOBER 8, 2024

PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

City of Turlock
Attn: Purchasing
156 S. Broadway, Suite 270
Turlock, CA 95380

RE: Request for Qualifications (RFQ) No. 24-009 for On-Call Agreement for Environmental Study Services

To whom it may concern:

Provost & Pritchard Consulting Group (Provost & Pritchard) is pleased to submit our Statement of Qualifications (SOQ) for On-Call Environmental Study Services for the City of Turlock (City). With over 56 years of engineering and environmental planning expertise, our team has a proven track record of successfully guiding projects through complex regulatory landscapes.

We are honored to continue building a strong relationship with the City through projects like the City-Wide Chlorination efforts and Well No. 38 Arsenic Treatment, both of which included environmental planning services. Additionally, our transportation team is busy working with the City through its Roads Program. This ongoing partnership is a testament of our dedication to your success.

At Provost & Pritchard, we specialize in tailored environmental planning and review services. Our in-house expertise includes critical environmental study components such as California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation, biological resource surveys, air quality assessments, and more. Led by Senior Planner Briza Sholars – who has completed environmental services for multiple City of Turlock projects – our team brings substantial experience and knowledge of environmental regulations. With nearly 300 staff members, including biologists, planners, engineers, and Geographic Information Systems (GIS) specialists, we offer comprehensive services from initial planning through project completion.

In collaboration with Kleinfelder, we extend our capabilities to include cultural and paleontological resource studies, making us the ideal partner for addressing all aspects of your environmental study needs. Together, we have many years of experience meeting the requirements of federal, state, and local agencies, helping our clients navigate the often-cumbersome processes required by the U.S. Bureau of Reclamation (USBR), Caltrans, and other regulatory bodies.

We understand the importance of responsiveness, and our team is committed to providing prompt, efficient service to meet the City's evolving needs. Our planners, including Ms. Sholars, are ready to meet with your team, assess project requirements, and develop detailed scopes of work that prioritize quality, budget, and timeliness.

Thank you for considering Provost & Pritchard as your trusted adviser for on-call environmental services. We look forward to continuing our work with the City of Turlock and helping you achieve your goals.

With appreciation,



Briza Sholars
Project Manager



Sara Allinder, AICP
Principal-in-Charge

CITY OF TURLOCK

REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-009

ON-CALL AGREEMENT FOR ENVIRONMENTAL STUDY SERVICES

Statement of Qualifications

October 8, 2024

Prepared for:

CITY OF TURLOCK

Attn: Purchasing
156 S. Broadway, Suite 270
Turlock, CA 95380

Submitted by:

PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave
Clovis, CA 93611
Phone: (559) 449-2700

www.provostandpritchard.com

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GENERAL INFORMATION



FIRM OVERVIEW

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

(Provost & Pritchard)

455 W Fir Ave

Clovis, CA 93611

(559) 449-2700

SAM.gov Unique Entity ID: KMAEZKFSW977

ADDITIONAL OFFICE LOCATED AT:

4701 Sisk Road, Suite 102

Modesto, CA 95356

Jeff Dorn, PE, TE, is authorized to negotiate contract terms and make binding agreements.



We navigate CEQA and NEPA complexities by delivering tailored solutions for environmental planning and permitting that meet each project's unique needs.

SERVICES

ENVIRONMENTAL PLANNING & REVIEW

Provost & Pritchard's planners know how things work on both sides of the counter. We provide services to public and private clients in three main practice areas: Environmental Planning & Permitting, Community Planning & Design, and Local Agency Staffing. Our experience in these fundamental aspects of the planning discipline allows us to guide our clients through complex regulatory landscapes and implement the most appropriate solution for each project.

- Preparation and peer review of CEQA and NEPA documents
- In-house technical expertise and support, including
 - o air quality modeling
 - o biological surveys and wetland delineations
 - o geological and soils analysis
 - o hazards and hazardous materials testing and remediation
 - o hydrological studies
 - o traffic analysis
 - o water quality testing
 - o and water supply assessments
- Regulatory consultation and permit facilitation through local, regional, state, and federal agencies
- Mitigation monitoring and compliance



Provost & Pritchard biologist with California Tiger Salamanders.

BIOLOGICAL CONSULTING

Provost & Pritchard provides a full range of biological and permitting consulting services for public and private clients throughout California. Our staff has experience conducting biological resource surveys in support of CEQA and NEPA documents and regulatory permitting compliance, as described below. Field studies are conducted by qualified biologists to ensure data accuracy and objectivity in analysis. Our capabilities allow us to provide superior value and achieve our clients' goals through the highest quality biological and permitting services. In-house services include:

- Biological reconnaissance surveys
- Habitat assessments
- Protocol-level surveys for special status plant and animal species
- Aquatic resources delineations
- Tree inventories, mapping, monitoring, and reporting
- Mitigation and monitoring plans
- Revegetation plans, monitoring, and reporting
- Construction monitoring and reporting
- Pre-construction surveys
- Nesting bird surveys and nest monitoring

PERMITTING

- US Army Corps of Engineers Jurisdictional Determinations and permitting (Section 10 and 404)
- Regional Water Quality Control Board permitting: Section 401 Certification, Waste Discharge Requirements and Waivers
- California Department of Fish and Wildlife, Lake and Streambed Alteration Notifications (Section 1602)
- US Fish and Wildlife Service Section 7 Consultations

SUBCONSULTANT – CULTURAL RESOURCES



Kleinfelder’s cultural resources staff are professionally qualified to perform and manage archaeological, paleontological, tribal, and built environment cultural resources. Their staff complete work that is compliant with multiple regulatory frameworks including but not limited to Section 106 of the National Historic Preservation Act (NHPA), CEQA, and NEPA. They regularly identify and evaluate cultural resources for inclusion in the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR)

and develop applicable mitigation measures to reduce impacts to less than significant. Kleinfelder staff have also worked closely with Native American tribes throughout the Central Valley and assist clients with tribal coordination and consultation. Kleinfelder has extensive cultural resources experience supporting municipal agencies and privately owned companies throughout Northern California including the Sacramento Municipal Utility District, City of Novato Public Works, East Bay Municipal Utility District, and Pacific Gas and Electric Company.

Services regularly include the following:

- Archaeological Surveys, Testing, and Salvage
- Archaeological Treatment Plans
- Architectural Historic Resources
- Archival Research
- Architectural Viewshed Studies
- Area of Potential Effects Maps
- Assembly Bill 52 Consultation
- CEQA Compliant Reports
- Construction Monitoring and Reporting
- Context Statements
- Cultural Resources Design Guidelines
- Cultural Resources Evaluations (Section 106)
- Cultural Resources Inventories
- Curation and Documentation
- Determinations of Eligibility
- Field Surveys
- Historic American Building Survey (HABS) Reports
- Historic American Engineering Records (HAER)
- Historic Property Survey Reports
- Historic Resources Compliance Reports
- Literature and Record Searches
- National Historic Landmarks Nominations
- Native American Consultation
- Paleontological Surveys and Salvage
- Phase I, II, and III Cultural Resources Reports
- Photo Documentation
- Preservation Plans
- Salvage of Fossils, Artifacts, and Ecofacts
- Site Assessment Prior to Construction
- Site Recordation
- State Historic Preservation Office (SHPO) Consultation
- Osteological Identification



Kleinfelder’s staff complete work that is compliant with multiple regulatory frameworks including but not limited to Section 106 of the National Historic Preservation Act (NHPA), CEQA, and NEPA.

QUALIFIED TEAM

Provost & Pritchard has selected Briza Sholars to serve the City as Project Manager. With more than 24 years of experience guiding Central Valley clients, including the City of Turlock, through environmental planning challenges, we can say with confidence that we believe the City of Turlock would greatly benefit from her leadership and in-depth environmental planning knowledge and expertise.

Brief biographies for our proposed key staff are located below, and complete resumes for each team member can be found in the Appendix.

PROVOST&PRITCHARD



BRIZA SHOLARS – SENIOR PLANNER PROJECT MANAGER

- B.A. Sociology, University of California, Santa Barbara

Briza Sholars has more than 24 years of professional experience, currently serving as Senior Planner. Ms. Sholars is skilled in project management with attention to schedule and budget. Her history includes the processing of environmental impact reports, and preparation of CEQA/NEPA compliant documents for public agencies, private firms, and developers. She has extensive experience in compiling, researching, analyzing, and evaluating data, activities and studies related to water and wastewater infrastructure, transportation, housing, dairy, mining, solar, agriculture, resource conservation, and other development projects.



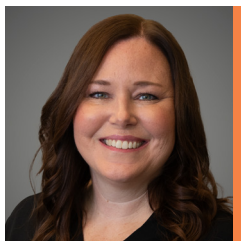
Ms. Sholars provided environmental services for Turlock's City-Wide Chlorination efforts and Well No. 38 Arsenic Treatment projects.



SARA ALLINDER, AICP – PRINCIPAL PLANNER PRINCIPAL-IN-CHARGE

- Master of City and Regional Planning, California Polytechnic State University, San Luis Obispo
- B.A. Liberal Arts, Environmental Science; Minor Emphasis: English, University of California, Riverside

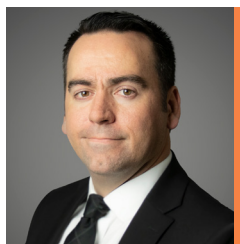
Sara Allinder has more than 23 years of professional experience, currently serving as a Principal Planner. Throughout her career, she has actively participated in and led the development of multiple general plans and development code updates. Ms. Allinder has also provided contract staffing services for numerous local planning agencies in the San Joaquin Valley including the cities of Modesto, Chowchilla, Madera, and Wasco and understands how the policies and regulations outlined in general plans and zoning codes are implemented in day-to-day operations at the public front counter.



DAWN MARPLE – PRINCIPAL PLANNER QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

- B.S. City and Regional Planning, Minor Emphasis: Sustainable Environments, California Polytechnic State University, San Luis Obispo

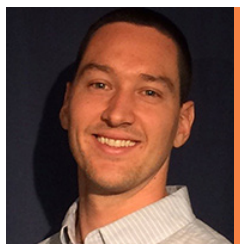
Dawn Marple has more than 21 years of professional experience, currently serving as a Principal Planner. Ms. Marple has worked for and with a number of public agencies throughout the San Joaquin Valley. This includes the cities of Fresno, Fowler, Tulare, Visalia and Wasco. Her experience includes preparing and reviewing all levels of environmental documents in accordance with the CEQA and NEPA. In addition, she has extensive experience with general plan updates and entitlement processing. Ms. Marple has a consistent history of providing quality service for her clients while completing projects on time and within budget.



JARRED OLSEN, AICP – SENIOR PLANNER PLANNER/WRITER

- B.A. Urban Studies and Planning, San Francisco State University

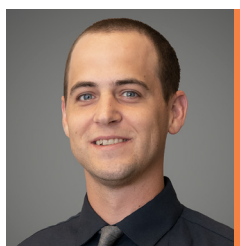
Jarred Olsen has more than nine years of professional experience, currently serving as Senior Planner. Mr. Olsen has experience in both the public and private sectors throughout his career. Mr. Olsen is experienced in land use entitlements, environmental analysis, reporting, and preparation and interpretation of zoning regulations.



RYAN MCKELVEY – ASSOCIATE PLANNER PLANNER/WRITER

- B.A. Geography, California State University, Fresno

Ryan McKelvey has more than six years of professional experience and currently serves as Associate Planner. Mr. McKelvey has experience in contract staffing through the preparation of municipal codes, processing of site plan reviews, use permits, and other land use entitlements, drafting of CEQA and NEPA documents, updating of general plans, writing of staff reports, and drafting of resolutions for various types of projects, including, wastewater, agricultural, flood control, commercial, and residential projects.



KYLER DILL – ASSISTANT PLANNER PLANNER/WRITER

- Ph.D., ABD English Literature, University of Iowa
- M.A. English Literature, University of Iowa
- B.A. English, California State University, Chico

Kyler Dill has experience in contract staffing through the preparation of municipal codes, processing of site plan reviews, use permits, and other land use entitlements, drafting of CEQA and NEPA documents, updating of general plans, writing of staff reports, and drafting of resolutions for various types of projects, including, wastewater, agricultural, flood control, commercial, and residential projects.



GEOFF CLINE – PRINCIPAL BIOLOGIST BIOLOGICAL RESOURCES

- M.S. Wildlife Management, University of Otago, New Zealand
- B.S. Environmental Studies, University of California, Santa Barbara

Geoff Cline has more than 22 years of professional experience, and currently serves as Principal Biologist. Mr. Cline has been involved in a variety of environmental projects. His areas of expertise include the evaluation of habitats and mitigation for special-status species, small- and large-scale construction and conservation site monitoring projects, special-status species surveys, and writing documents in support of laws, regulations, and permits.



BIOLOGICAL CONSULTING EXPERTISE

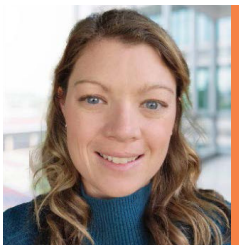
Our qualified biologists conduct field studies with precision, ensuring data accuracy for the most sensitive projects, from habitat assessments to species surveys.



BENJAMIN TOEWS – ASSOCIATE GIS SPECIALIST GIS/MAPPING

- B.A. Geography, California State University, Fresno

Benjamin Toews has more than four years of professional experience, currently serving as Associate GIS Specialist. He has an extensive background in supporting environmental and urban planning projects with GIS data creation, mapping, and analysis. Mr. Toews has also assisted with groundwater related data management and mapping for multiple irrigation and water districts helping the process of SGMA related reporting and analysis. He's practiced in researching historic spatial data sources and forensic review of degraded data sources.



JESSICA NEAL, RPA – CULTURAL RESOURCES GROUP MANAGER CULTURAL RESOURCES PRINCIPAL INVESTIGATOR

- Registered Professional Archaeologist, No. 17230
- M.A. Archaeology, University of Southern Denmark
- B.S. Anthropology, Loyola University

Ms. Neal is currently the Cultural Resources Group Manager for the Northern California Division of Kleinfelder in Sacramento, California. She works as a staff supervisor, principal investigator, business development lead, project manager, and senior field director on a wide variety of cultural resources investigations. Under Ms. Neal's supervision the cultural team prepares reports for compliance with CEQA, Sections 106 and 110 the NHPA, NEPA, and Assembly Bill 52. She meets the Secretary of Interior Standards in Archaeology and is a Registered Professional Archaeologist. Ms. Neal has experience managing large-scale inventory, evaluation, and data recovery projects in a wide variety of environments including desert, mountain, foothill, and coastal settings.

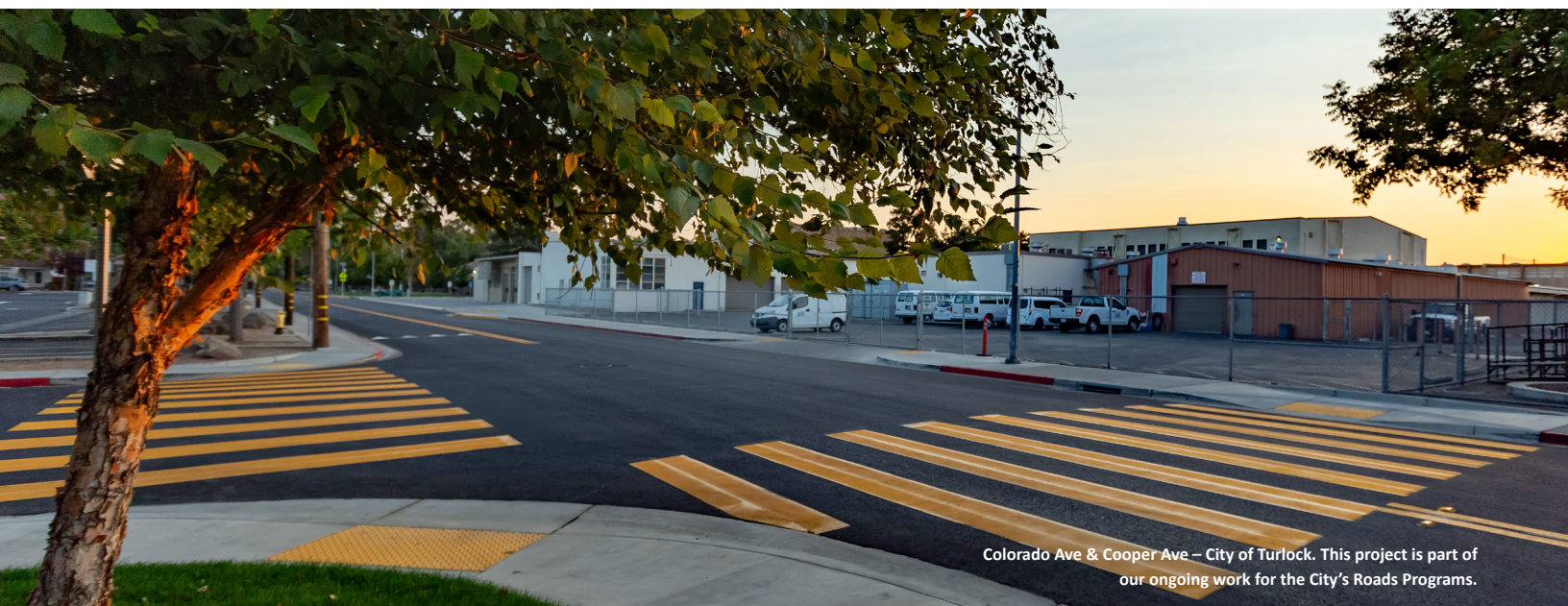


KRUGER FRANK – CULTURAL RESOURCES FIELD SUPERVISOR CULTURAL RESOURCES FIELD SUPERVISOR

- BA, Anthropology University

Kruger Frank will serve as Cultural Resources Field Supervisor under this contract. Mr. Frank has worked in cultural resources management as a prehistoric and historic archaeologist for over 22 years. He has authored and co-authored numerous technical reports for compliance with the CEQA, Native American Consultation letters, NEPA, and Section 106 of NHPA. Mr. Frank meets the Secretary of the Interior professional standards for conducting archaeological studies and serves as a prehistoric and historic archaeologist for a broad range of projects that include federal, state and local governments; utilities; FERC licensing; and private development. Kruger's skill diversity and field experience include all types of pedestrian survey, Phase I testing, Phase II site evaluation, Phase III mitigation (data recovery), preparation of DPR 523 resource forms, construction monitoring, and Native American coordination. As a researcher, he has experience with literature reviews and archival searches that focus on archaeological, environmental, ethnographic, and historical research.

BACKGROUND



Colorado Ave & Cooper Ave – City of Turlock. This project is part of our ongoing work for the City's Roads Programs.

In 1968, Provost & Pritchard began a tradition of engineering excellence in the San Joaquin Valley. Over the course of the last 56 years, Provost & Pritchard has grown in staff size, services offered, and regions served, with office locations in Modesto, Visalia, Clovis, Bakersfield, Chico, Los Banos, San Luis Obispo, Sacramento, and Sonora, California, and now in Boise, Idaho. With nearly 300 employees, our growing staff is diverse in expertise and includes civil, traffic, and agricultural engineers, land surveyors, geologists and hydrogeologists, land use and environmental planners, water resources specialists, environmental engineers, GIS specialists, construction managers and field representatives, and public affairs and support personnel.

In the past six years, the firm has been building our relationship with the City and it is our hope through the work we've done that you consider us a trusted adviser. The following is a list of projects that our team has either completed, or is currently working on in collaboration with the City:

- Well 35 Grant Assistance*
- ESDC City Wide Rehabilitation
- Well 8 Modifications*
- Well 29 Chlorination*
- City-Wide Chlorination*
- 2023 Road Rehabilitation Program
- Perchloroethylene (PCE) Groundwater Monitoring and Reporting
- Curb Ramp Review
- Wayside Drive Sewer
- Indoor Air Sampling #1
- Engineering and Surveying Services
- Proposition 1 Monitoring and Performance
- Proposition 1 Construction and Implementation
- Proposition 1 Direct Project Administration
- Proposition 1 Planning and Design
- Well No. 38 Arsenic Treatment*
- PCE Monitoring
- Groundwater Monitoring and Remediation

***These projects included environmental planning services.**

SERVICES AND HISTORY

Provost & Pritchard's Planning staff have extensive experience in preparing, evaluating, processing, and peer reviewing CEQA and NEPA environmental documents for public agencies and private clients. Our planning staff are well-prepared to guide the City's projects through environmental document preparation and procedural processes. We provide in-house expertise in specialty topics such as biological assessments, habitat assessments, wetlands and jurisdictional water delineations, geology and soils, hazards and hazardous materials, hydrology, utilities and public services, and water quality, offering technical support in the preparation of environmental documents. Additionally, our teams have significant experience with air quality, and greenhouse gas analyses.

We also work consistently with Kleinfelder on the preparation of cultural and paleontological resources studies and reports.

The following list represents the types of related services completed by Provost & Pritchard staff:

- Environmental Compliance Documentation pursuant to CEQA and NEPA
- Air Quality, Greenhouse Gas (GHG), and Water Quality Assessments
- Biological, Ecological, and Endangered Species Surveys
- Permitting, Regulatory Compliance, and Documentation
- Wetland Delineation, Mitigation, and Soil Remediation
- Mitigation Plans, Monitoring, and Reporting
- Public Outreach & Stakeholder Engagement
- GIS Mapping



Our extensive experience with CEQA and NEPA documents, paired with technical support ranging from GIS mapping to mitigation plans, ensures your environmental review is thorough and compliant.

These services and studies listed in the column to the left are used to prepare the following types of documents:

CEQA:

- Notice of Exemption (NOE)
- Initial Study (IS)
- Negative Declaration (ND)
- Mitigated Negative Declaration (MND)
- Environmental Impact Report (EIR)
- Program EIR
- Project EIR
- Supplemental EIR
- Subsequent EIR
- Addendum
- Notice of Availability (NOA)
- Notice of Intent (NOI)
- Notice of Completion (NOC)
- Notice of Determination (NOD)
- Findings and Statement of Overriding Considerations
- Notice of Preparation (NOP)

NEPA:

- Categorical Exclusion (CATEX)
- Environmental Assessment (EA)
- Finding of No Significant Impact (FONSI)
- Environmental Impact Statement (EIS)
- Supplemental EIS (SEIS)
- Record of Decision (ROD)
- Notice of Intent (NOI)

Because of our familiarity with CEQA and NEPA we will assist the City through any joint document efforts as required. We understand that there are times when the CEQA and NEPA documents will need to be completed together as well as times when they will need to be prepared separately. Navigating the federal and state agencies involved along with their requests, desires, and requirements can be challenging, and we can guide the City through these environmental processes as needed.

FAMILIARITY WITH STATE AND FEDERAL AGENCIES

Provost & Pritchard's planners, engineers and other specialists are experienced in communicating and working with various state and federal agencies such as the U.S. Bureau of Land Management, U.S. Bureau of Reclamation, U.S. Army Corps of Engineers, Caltrans, State Water Resources Control Board, Department of Water Resources, San Joaquin Valley Air Pollution Control District, California Department of Fish and Wildlife, and the Regional Water Quality Control Board to ensure compliance with agency requirements and processes.

Additionally, our work with the City on the Roads Program has helped our team demonstrate a deep understanding of Caltrans' Local Assistance Procedures Manual (LAPM) and the regulations within that dictate certain processes and procedures as they relate to CEQA and NEPA documentation.



From Caltrans to the U.S. Army Corps of Engineers, Provost & Pritchard is experienced in navigating agency requirements, ensuring full regulatory compliance for every project.

COMPREHENSIVE IN-HOUSE EXPERTISE

Provost & Pritchard understands that the environmental compliance and permit processes are very intricate and may benefit from an expanded knowledge base on topics such engineering, survey, soil remediation, environmental engineering, and construction management. With nearly 300 employees (including 20 land use and environmental planners) who have expertise spanning multiple disciplines, the City can draw from Provost & Pritchard's full range of services on each of these topics and more.



With nearly 300 employees, our firm can provide everything from biological assessments to construction management, offering unmatched depth and flexibility.

RESPONSE TIME

Provost & Pritchard will respond to a City request for services as described below:

Once a request has been received from the City of Turlock, Ms. Sholars will meet with the City project manager and others as appropriate to discuss the project schedule, budget, design, regulatory and environmental requirements, as well as any other items that may be pertinent to the successful outcome of the project. We will quickly assess staffing needs, staff availability, and schedule to determine if we can accept the assignment. If Provost & Pritchard can provide the services requested within the schedule allowed, we will respond with a fee proposal and schedule normally within one week of the request. (Upon your request, we may be able to respond even more quickly.)

Ms. Sholars will develop a project scope with tasks and estimated hours. Project reviews and team meetings will be incorporated into the schedule and budget. Along with the project scope, an appropriate fee estimate will be developed.

Upon approval of the scope of services and fee proposal, we will get to work. The project manager develops the work plan in conjunction with the client. The work plan is a blueprint of how we will execute the project.

Throughout the project, Ms. Sholars will monitor the overall progress, budgets, quality control process, and adherence to the project scope. Regular progress updates on schedule and budget will be given to the City's project manager for awareness. Provost & Pritchard uses Deltek® Vantagepoint - a project management and financial report system that houses our project database and ties directly to our hours-tracking system. The database provides real-time budget information, workload scheduling, management reporting, and other metrics to assist our project managers with tracking the project budget and allows accurate and timely communication with our clients.



We offer swift response times, with seasoned planners like Briza Sholars meeting directly with your team to assess, manage, and report on projects in progress. Provost & Pritchard uses Deltek® Vantagepoint - a project management and financial report system that houses our project database and ties directly to our hours-tracking system. The database provides real-time budget information, workload scheduling, management reporting, and other metrics to assist our project managers with tracking the project budget and allows accurate and timely communication with our clients.

PUBLIC AGENCY EXPERIENCE

Provost & Pritchard has an extensive history of providing environmental planning services to the cities of Turlock, Modesto, Chowchilla, Madera, Fresno, Tulare, Visalia, Fowler, Porterville, Parlier, Mendota, and more.

The firm has also provided services for a number of counties, community services and public utility districts, water and irrigation districts, and school districts. In addition to direct firm experience, a number of our staff have previously worked directly for county and city agencies, and have served as city planners and engineers while working in-house here at Provost & Pritchard.

With this first-hand knowledge, our staff understand public agency operations and the needs and challenges cities face on a day-to-day basis. Our staff is diversely experienced in providing environmental review, design, and survey of municipal infrastructure projects including roadways and path facilities, water and wastewater distribution systems and treatment facilities, storm drainage facilities, and other capital improvements.

The following is a list of clients for whom our team has provided environmental study and documentation services:

- **City of Turlock**
- City of Modesto
- City of Atwater
- City of Madera
- City of Chowchilla
- City of Fresno
- City of Clovis
- City of Mendota
- City of Fowler
- City of Clovis
- City of Tulare
- City of Porterville
- City of Kingsburg
- City of Parlier
- City of Tehachapi
- City of Yuba City
- County of Fresno
- Del Puerto Water District
- Aliso Water District
- Antelope Valley- East Kern Water Agency
- Arvin-Edison Water Storage District
- Central California Irrigation
- Aliso Water District
- Antelope Valley- East Kern Water Agency
- Arvin-Edison Water Storage District
- Central California Irrigation District District DR Horton
- Dunnigan Water District
- Indian Wells Valley Groundwater Authority
- Kaweah Delta Health Care District
- KB Homes
- Kern County LAFCO
- Kern High School District
- Kings County Water District
- Modesto Irrigation District
- North Kern Water Storage District
- Omoichumne Hartnell Water District
- Orland-Artois Water District
- Palmdale Water District
- Palo Verde Union Elementary School District
- Pixley Irrigation District
- Reclamation District 1500
- Shafter-Wasco Irrigation District
- South Valley Water Bank Authority
- Tulare Irrigation District
- West Kern Water District
- Wheeler Ridge-Maricopa Water Storage District



In addition to direct firm experience, a number of our staff have previously worked as employees for county and city agencies, and have served as city planners and engineers while working in-house here at Provost & Pritchard.

REFERENCES

Provost & Pritchard and Kleinfelder invite you to call the following references who can supply information on the quality of services provided by our firm during the past two years.

PROVOST & PRITCHARD

ELLEN BITTER **DEPUTY CITY ENGINEER** **CITY OF MADERA**

205 W 4th St
Madera, CA 93637
(559) 661-5418

THOMAS GAFFERY **INTERIM CITY MANAGER** **CITY OF FOWLER**

128 S Fifth St
Fowler, CA 93625
(559) 834-3113

JASON RIDENOUR **DEPUTY CITY MANAGER** **CITY OF PORTERVILLE**

291 N Main St
Porterville, CA 93257
(559) 782-7460



ROB FERRERA **ENVIRONMENTAL SPECIALIST** **SACRAMENTO MUNICIPAL UTILITY DISTRICT**

6301 S. Street
Sacramento, CA 95817
(916) 732-6676

PETR SKALA **ASSOCIATE ENGINEER** **CITY OF NOVATO PUBLIC WORKS**

922 Machin Ave.
Novato, CA 94945
(415) 899-8237

CHARLES PALMER **DISTRICT ENGINEER** **CALAVERAS COUNTY WATER DISTRICT**

120 Toma Court
San Andreas, CA 95249
(209) 754-3174

SAMPLES OF WORK

CITY-WIDE CHLORINATION PROJECT CITY OF TURLOCK



<https://ceqanet.opr.ca.gov/Project/2020110055>

Total Project Budget: \$860,166

The City of Turlock is adding disinfectant at 18 wells and three storage tanks within the City's water system (21 sites total). Sodium hypochlorite will be injected on the pipe manifold of each well and discharge manifolds for each of the tanks. A sampling port located at least ten pipe diameters downstream from the injection point will draw approximately 10 gallons/hour of water for the chlorine analyzer which will ensure that the level of chlorine in the water entering the distribution system is within the appropriate limits. The waste stream from the analyzers will be discharged to the sewer at a rate of 10 gallons/hour. The sodium hypochlorite will be a 12.5% liquid solution that will be stored in double-contained approximately 250-500-gallon tanks. An approximately 10-foot by 12-foot prefabricated enclosure will be added to each well site to house the sodium hypochlorite and chlorine analyzer. Each of the tank sites have a spare room in the existing pump buildings which will be utilized to house the sodium hypochlorite and analyzers. An eyewash station and shower will also be installed near the chemical storage location in case of emergency.

Provost & Pritchard prepared IS/MND and NOD documents for the project.

WESTBERRY BRIDGE CITY OF MADERA



<https://ceqanet.opr.ca.gov/Project/2023090606>

Total Project Budget: \$399,500

The City of Madera proposes to construct a new vehicular bridge along the proposed Westberry Boulevard Alignment crossing the Fresno River in the northwest portion of the City of Madera, to improve traffic circulation and to avoid any future congestion on existing upstream bridges at Granada Drive and Schnoor Avenue. The proposed bridge crossing structure would be approximately 408 feet long by approximately 92 feet wide and would accommodate two 11-foot traveled ways in each

direction, one 14-foot-wide center median, two 6-foot shoulder/bike lanes with 1-foot buffer striping, two 9-foot sidewalks, and two 1-foot concrete barriers (Type 732SW) with tubular hand railing along each side of the bridge deck. An earthen irrigation canal runs along the exterior side of each riverbank. Both earthen canal alignments are owned by USBR and operated by the Madera Irrigation District (MID). The Vern McCullough Fresno River Trail runs along the south bank of the river. The proposed bridge structure would consist of an 8-span cast-in-place prestressed concrete flat slab bridge supported on reinforced concrete seat-type abutments with 42-inch diameter cast-in-drilled-hole (CIDH) piles and 42-inch diameter CIDH piles at the piers.

Provost & Pritchard prepared IS/MND and NOD documents for the project.

MAXCO PACKAGING - SITE PLAN REVIEW (SPR) NO. 14-05 CITY OF FOWLER

Total Project Budget: \$29,500

Site Plan Review Application No. 14-05 proposed to construct an approximately 280,000 sq. ft. building (main building) in which rolled paper is processed into corrugated cardboard stock and used to construct containers for fresh produce. Approximately 20 acres of the 26-acre total site area was proposed to be paved and utilized for truck trailer storage. The building also proposed have an additional 42,000 sq. ft. covered dock area cantilevered from the southwest side of the building across a future railroad spur.

Provost & Pritchard prepared IS/MND and NOD documents for the project. As contract City staff, Provost & Pritchard also prepared the staff report and presented to the Planning Commission.



Scan or click the QR codes on this page to review environmental documentation prepared by our team online at ceqanet.opr.ca.gov

FEES

Per instructions in the RFQ, fee schedules for both Provost & Pritchard and Kleinfelder that include the titles and hourly rates of staff have been provided in a separate sealed envelope.

2024 STANDARD FEE SCHEDULE

This schedule supersedes previously published fee schedules as of the effective date of January 1, 2024.

Multi-year contracts are subject to any subsequent changes in these rates.

STAFF TYPE	FEE RANGE
ENGINEERING	
Assistant Engineer	\$115.00 – \$143.00
Associate Engineer	\$136.00 – \$166.00
Senior Engineer	\$174.00 – \$210.00
Principal Engineer	\$220.00 – \$280.00
Associate Structural Engineer	\$136.00 – \$166.00
Senior Structural Engineer	\$174.00 – \$210.00
Principal Structural Engineer	\$220.00 – \$260.00
SPECIALISTS	
Assistant Specialist	\$95.00 – \$115.00
Associate Specialist	\$120.00 – \$150.00
Senior Specialist	\$157.00 – \$195.00
Principal Specialist	\$205.00 – \$265.00
Assistant Biologist	\$96.00 – \$111.00
Associate Biologist	\$116.00 – \$143.00
Senior Biologist	\$150.00 – \$172.00
Principal Biologist	\$180.00 – \$220.00
Assistant Geologist/Hydrogeologist	\$105.00 – \$130.00
Associate Geologist/Hydrogeologist	\$137.00 – \$165.00
Senior Geologist/Hydrogeologist	\$170.00 – \$200.00
Principal Geologist/Hydrogeologist	\$210.00 – \$250.00
Principal Tunneling Consultant	\$245.00 – \$275.00
PLANNING	
Assistant Planner	\$97.00 – \$117.00
Associate Planner	\$124.00 – \$145.00
Senior Planner	\$152.00 – \$180.00
Principal Planner	\$188.00 – \$218.00
TECHNICAL	
Assistant Technician	\$85.00 – \$102.00
Associate Technician	\$108.00 – \$132.00
Senior Technician	\$138.00 – \$166.00

STAFF TYPE	FEE RANGE
CONSTRUCTION SERVICES	
Associate Construction Manager	\$134.00 – \$154.00
Senior Construction Manager	\$161.00 – \$185.00
Principal Construction Manager	\$195.00 – \$225.00
Construction Inspector ⁽¹⁾	\$165.00 – \$190.00
Construction Inspector ⁽²⁾	\$200.00 – \$231.00
SUPPORT	
Administrative Assistant	\$75.00 – \$95.00
Project Administrator	\$88.00 – \$114.00
Senior Project Administrator	\$122.00 – \$210.00
Intern	\$70.00 – \$85.00
SURVEYING SERVICES	
Assistant Surveyor	\$110.00 – \$140.00
Licensed Surveyor	\$160.00 – \$200.00
1-Man Survey Crew	\$195.00/\$235.00 ⁽¹⁾
2-Man Survey Crew	\$305.00/\$335.00 ⁽¹⁾
(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)	
(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.	
(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.	

Additional Fees

Expert Witness / GIS Training: As quoted.

Travel Time (for greater than one (1) hour from employee's base office): \$90/hour (unless the individual's rate is less)

Project Costs

Mileage: IRS value + 15%

Outside Consultants: Cost + 15%

Direct Costs: Cost + 15%

KLEINFELDER, INC – West Division, Environmental 2024 RATE SCHEDULE



Developed for: Provost & Pritchard

PROFESSIONAL STAFF RATES

Professional*	\$ 98/ hour
Staff Professional I*	\$ 104/ hour
Staff Professional II*	\$ 120/ hour
Project Professional	\$ 122/ hour
Senior Professional	\$ 140/ hour
Principal Professional	\$ 177/ hour
Senior Principal Professional	\$ 305/ hour
Project Manager I	\$ 152/ hour
Project Manager II	\$ 179/ hour
Senior Project Manager	\$ 230/ hour
Program Manager	\$ 215/ hour
Senior Program Manager	\$ 300/ hour
GIS/Designer/Drafter*	\$ 116/ hour
Senior GIS/Designer/Drafter	\$ 147/ hour
Project Controls Professional*	\$ 147/ hour
Senior Project Controls Professional	\$ 195/ hour

ADMINISTRATIVE STAFF RATES

Administrator*	\$ 85/ hour
Project Administrator	\$ 128/ hour

- ✓ Kleinfelder reserves the right to adjust the rate schedule on projects not completed within 180 days from the contract signature date.
- ✓ Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates **do not** apply to projects subject to prevailing wages. Hourly rates for those projects will be supplied separately.
- ✓ Hourly rates assume that other direct costs will be billed and reimbursed by the client. Kleinfelder reserves the right to adjust the rate schedule on projects where other direct costs are not reimbursed.

Subcontractor fees and Other Direct Costs to be reimbursed at cost plus 10%.

Travel related costs to be reimbursed at cost.

Mileage to be billed at current IRS rate.

***Time worked in excess of 8 hours per day and weekend/holiday work will be charged at 1.5X the hourly rate shown above. Overtime applies to (*) rates only.**

In coordination with Provost & Pritchard Consulting, hourly rates shall be escalated annually on January 1 of each calendar year, starting 1/1/2025. Labor Escalation Rate to be 5%.

EXHIBIT C
SERVICE REQUEST TEMPLATE

SERVICE REQUEST NO. _____

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Geotechnical, Materials Testing, and Special Inspections Services ("Agreement") dated _____ between the City of Turlock ("City") and _____ ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific Geotechnical, Materials Testing, and Special Inspections Services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. _____. The cost for completion of the items of work shall not exceed _____ and no/100th Dollars (\$_____).
2. All work associated with this Service Request shall conform to the requirements of the Agreement and this addendum and shall be completed to the satisfaction of City within _____ months of the Notice to Proceed.
3. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

CONSULTANT

By: _____
William D. Morris, City Engineer

By: _____

Title: _____

Address: _____

Phone: _____



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
MONTROSE ENVIRONMENTAL SOLUTIONS, INC.
for
ON-CALL ENVIRONMENTAL STUDY SERVICES**

City Contract No. 2025-077

THIS ON-CALL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and MONTROSE ENVIRONMENTAL SOLUTIONS, INC., a California corporation (“Professional”), on this 10th day of December 2024 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the On-Call Environmental Study Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services which are shown in Exhibit A (Request for Qualifications) and in Exhibit B (Statement of Qualifications) attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in Exhibit B (“Statement of Qualifications”).

D. The Parties anticipate that Professional shall provide Services for one or more Capital Improvement Program (CIP) projects as determined through creation of individual Service Request(s). The Service Request(s) shall identify the project-specific scope, maximum compensation, and schedule (“Completion Schedule”) for providing the Services. The Service Request(s) shall be made effective upon signature and execution by either the City Engineer or the

Municipal Services Director and the Professional. A blank template of the Service Request is provided in Exhibit C.

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

AGREEMENT

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

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 10th day of December 2027 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

4. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

5. Work.

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

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

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

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

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

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed One Hundred Fifty Thousand and No/100ths Dollars (\$150,000.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit [Intentionally Omitted]

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

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

of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

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

8. Time of Performance. Professional warrants that it will commence performance of the Services upon issuance of the Notice to Proceed from the City for each Service Request. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. — [Intentionally Omitted]

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

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

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

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

12.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement

in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All work product of Professional under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary

and final drafts, shall be delivered to City in both printed and electronic form, or as may be specified in **Exhibit A**.

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

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

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

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

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

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

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

Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

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

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

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

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

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

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

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon

the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

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

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

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

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

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

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

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

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

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

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

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

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

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

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

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

any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnifications.

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

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

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

29. Independent Contractor. At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or

partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

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

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

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

If to City: **City of Turlock**
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
Turlock, California 95380

With courtesy copies to: **City of Turlock, City Attorney's Office**
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456

If to Professional: **Montrose Environmental Solutions Inc.**
Attn: Tom Engles
1 Kaiser Plaza, I Suite 340
Oakland, CA 94612

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

Janine Lee
Associate Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-6035
E-mail: jlee@turlock.ca.us

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

35. Use of City Project Number. — [Intentionally Omitted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

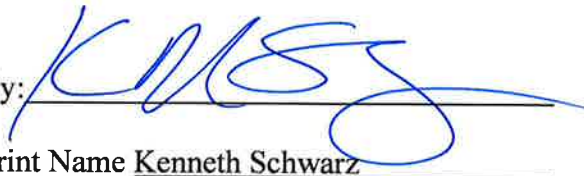
53. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[Signatures on Following Page]

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

PROFESSIONAL

**Montrose Environmental Solutions Inc., a
California corporation**

By: 

Print Name Kenneth Schwarz

Title: Managing Principal

Date 11/21/24

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

By: _____
Reagan M. Wilson, 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



REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-009
FOR

ON-CALL AGREEMENT FOR
ENVIRONMENTAL STUDY SERVICES

RFQ ISSUED: 9/6/24
BIDS DUE: 10/8/2024 3:00 PM

BID SUBMITALS TO:

CITY OF TURLOCK
ATTN: PURCHASING
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380

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INTRODUCTION

The City of Turlock (hereinafter referred to as the “City”) is requesting proposals for qualified firms to provide professional environmental study services upon request from the City of Turlock on an “as needed” basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

BACKGROUND

The City of Turlock maintains several different types of professional on-call agreements for use on an “as needed” basis. The on-call agreement allows City staff to request services from a retained firm (“Consultant”) on an individual project basis as the need arises. Prior to any work completed under the on-call agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the on-call agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the City reserves the right to seek and retain said services through other means or contractors.

RFQ TIMELINE

This RFQ will be governed by the following schedule:

- ❖ RFQ Issued: 9/6/2024
- ❖ Proposals Due: 10/8/2024 3:00 PM
- ❖ City Council Approval of Agreement: 11/12/2024

*All dates are subject to change at the discretion of the City

QUESTIONS

Request for Information (RFI) should be directed to:

purchasing@turlock.ca.us

All questions must be in writing and received at least five (5) working days prior to the closing date for submittal of this Request for Qualifications (RFQ), to provide time for issuing and forwarding answers. The City will not be responsible for oral interpretations of the Request for Qualifications (RFQ).

SCOPE OF SERVICE

The City invites you to submit a proposal for environmental study services. The scope of work includes, but is not limited to, the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. For federally funded projects, all environmental study services shall comply with provisions of the National Environmental Policy Act (NEPA) and applicable provisions of the California Local Assistance Procedures Manual (LAPM) Chapter 6;
3. For state funded projects, all environmental study services shall comply with provisions of the California Environmental Quality Act (CEQA) and applicable provisions of the California Local Assistance Procedures Manual (LAPM) Chapter 6;
4. For projects funded entirely from local sources, all environmental study services shall comply with provisions of the California Environmental Quality Act (CEQA).
5. Requested services may involve any one, or a combination of, the following professional services:
 - a. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
 - b. Assist the City with presentations and/or recommendations to the City staff or Administration;
 - c. Assist City staff with project scoping related to environmental components;
 - d. Provide environmental research, technical studies, and data analysis as necessary;
 - e. Drafting Area of Potential Effect maps as needed;
 - f. Completion of historic property studies and cultural resource studies;
 - g. Drafting CEQA Initial Studies, Environmental Assessments, or Environmental Impact Reports.
 - h. Proposing mitigation measures, routing CEQA documents to the public and stakeholders, processing environmental documents;
 - i. Third party review consultation related to documents prepared by the City or other consultants retained by the City.

REQUEST FOR QUALIFICATIONS GUIDELINES

The City requires each Consultant to submit a qualifications statement clearly addressing all of the requirements outlined in the RFQ. The qualifications statement shall be limited to 20 pages. The cover page, table of contents, and divider tabs will not be counted towards the page limit. The qualifications statement must include a minimum of three (3) recent or current client references, which include the name, address, and telephone number of each reference. Resumes

and examples of deliverables may be included, provided they are located in an appendix to the qualifications statement, which will not count toward the page limit. The Consultant may submit a qualifications statement organized according to his/her preference, provided that it be clear and concise.

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional environmental study services. Each qualifications statement must contain a statement of qualifications that includes the following information:

1. General Information – Provide the name, address, Unique Entity Identifier for SAM.gov and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work. The professional qualifications necessary for completing the work refers to the staff members that will be working on the potential projects. Please provide a list of qualified professionals;
2. Background – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience. Use of a resume attachment is acceptable;
3. Services and History– Provide a list of available services as well as a listing and description of work completed. The City is requesting the prospective consultant to provide a description of work for each available service. The description of work shall include previous completed work as well;
4. Response Time – Description of individual or firm's resources that allow for a timely delivery of services, including the names and qualifications of the firm's staff that will be working with the City of Turlock;
5. Public Agencies – Include narrative description of experience with public agencies, if any;
6. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years;
7. Sample of Work - Include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.

8. Fees – Provide a fee schedule in a separately sealed envelope. The fee schedule shall include the titles and hourly rates of staff. This information will be used as a basis of negotiation of compensation for the on-call agreement.

ASSUMPTIONS

The City Council is the only entity authorized to award an on-call agreement for environmental study services. The City reserves the right to enter into agreements with multiple consultants.

The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

PROCESS FOR SUBMITTING PROPOSALS

Sealed statements of qualifications shall be submitted to the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3 PM on Tuesday, October 8, 2024. No late submittals will be accepted. Proposers shall submit one original and one electronic copy (via USB drive) of requested documents.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all qualifications statements and/or terminate this RFQ process at any time, for any reason, without notice and with no obligations.

EVALUATION AND SELECTION PROCESS

Qualifications statements will first be screened to ensure responsiveness to the RFQ. The City may reject as non-responsive any qualifications statement that does not include the information required to be submitted by this RFQ. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their qualifications statements.

A committee will review and score all responsive written qualifications statements based upon the evaluation criteria set forth below. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a qualifications statement, and seek and review any other information deemed pertinent to the evaluation process. Qualifications statements will be reviewed by the Committee and evaluated to determine which qualifications statement best meets the criteria of the RFQ. The criteria are as follows:

Evaluation Criteria Category	Points Possible	Points Awarded
Professional Experience	30	
Qualifications of Staff	25	
Demonstrated Technical Ability	25	
Experience with Public Works Projects	20	
Total Points	100	

Please note that this RFQ pertains to environmental study services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms.

The City may hold interviews with any Consultant submitting a qualifications statement under this solicitation. These interviews will be held solely at the discretion of the City and after the qualifications statement scoring process. The intent of the City is to hold interviews only with top-scoring Consultants based on the selection process. The interviews would be attended by representatives of the City as well as the Consultant's principal and licensed professional staff in responsible charge of the work. The interviews would be used to gain further insight into the Consultant's capabilities for the purpose of making a recommendation for award of an agreement.

Following conclusion of the evaluation process, the Committee will score all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award. City staff shall notify the selected Consultant(s) of the final approval of the agreement by the City Council. Once submitted, all qualifications statements become public records and subject to disclosure, either in part or in whole, under the California Public Records Act.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

EXPARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with City Council members about this RFQ. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFQ Facilitator,

regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, suppliers and agents, any subcontractors or suppliers listed in the Proposer's qualifications statement, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

A. Amendments

The City reserves the right to amend or supplement this RFQ prior to the qualifications statement due date.

B. Cost for Preparing Qualifications Statement

The cost for developing the qualifications statement is the sole responsibility of the Proposer. All qualifications statements submitted become the property of the City.

C. Agreement

A copy of the City's standard on-call agreement is attached hereto. Please be advised the following provisions of the City's agreement are non-negotiable:

- ❖ Indemnification
- ❖ All insurance terms
- ❖ Termination
- ❖ Ownership/Use of Contract Materials and Products
- ❖ Disputes
- ❖ Governing Law

If an agreement cannot be reached, negotiations with an alternate vendor may commence.

Qualifications for

RFQ No. 24-009

On-Call Agreement for Environmental Study Services

Submitted to City of Turlock

October 8, 2024





1 Kaiser Plaza, Suite 340, Oakland, CA 94612

October 8, 2024

Purchasing Division, City of Turlock
156 S. Broadway, Suite 270
Turlock, CA 95380

Subject: RFQ No. 24-009, On-Call Environmental Agreement for Environmental Services

Dear City of Turlock:

Thank you for the opportunity to submit our qualifications to provide environmental study services to the City of Turlock (City). Montrose Environmental specializes in the preparation of successful CEQA/NEPA documentation and environmental permits for state and local agencies. We provide practical and workable guidance to our clients. We are recognized for preparing well-written documents that are technically sound and legally defensible, achieve project objectives, and comply with all CEQA and/or NEPA requirements. Our firm is especially well suited to support the City for the following reasons:

- **Regional Understanding and Experience:** Our project experience in Turlock and Stanislaus County provides us with a thorough understanding of regional resources and issues. We have developed successful relationships with federal, state, and regional resource and regulatory agencies. Our team experience includes the Stanislaus Regional Water Authority's (SRWA's) Regional Surface Water Supply Project; the City's Local Facilities Project; North Valley Regional Recycled Water Program; and many projects with the City of Modesto. Our local and regional experience provides us with a solid basis to help the City with efficient and common-sense approaches to accomplish project goals while avoiding legal and regulatory controversy.
- **In-House Expertise in All Service Areas:** Because CEQA/NEPA compliance is Montrose's core service, we have an in-house staff capable of addressing all resource topics and conducting all related technical studies. Our cultural resources staff includes archaeologists and an architectural historian. Our biological resources staff have certifications and experience to conduct studies required for permit compliance. Montrose has a long track record of successful project and program permitting with the USACE, USFWS, RWQCB, and CDFW. This in-house capability ensures we can respond to the City's needs efficiently and with the right staff.
- **Responsiveness in Contract Management:** We understand the value of on-call agreements; we also understand how to manage contracts of this type to ensure responsiveness and availability of qualified staff. The enclosed statement of qualifications demonstrates Montrose's many years of successfully delivering projects through retainer, master services, and on-call contracts.

Our firm is committed to providing the City with responsive service, the highest level of technical skills, and excellent products and deliverables. We have enjoyed working with City of Turlock staff over the years, and we look forward to an opportunity to continue to provide services to your City. Please contact me if you have any questions regarding this proposal.

Sincerely,

Montrose Environmental

A handwritten signature in blue ink, appearing to read "Tom Engels", is written over a faint, light blue circular stamp.

Tom Engels, Ph.D., Senior Principal

Office: +1-916-790-8548 | Mobile: +1-279-675-4084

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Qualifications to Provide
ON-CALL ENVIRONMENTAL STUDY SERVICES
City RFQ No. 24-009

Prepared for:



City of Turlock
Purchasing Division
156 South Broadway, Suite 270
Turlock, CA 95380

Submitted by:



Montrose Environmental Solutions
1 Kaiser Plaza, Suite 340
Oakland, CA 94612

Contact:

Tom Engels, Ph.D., Senior Principal
(916) 790-8548 | tmengels@montrose-env.com

October 8, 2024



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ATTACHMENTS

Resumes

Fee Schedule in sealed envelope

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1.0 GENERAL INFORMATION

Montrose Environmental Solutions

Unique Entity Identifier: MVSCCJPFF3W8

1 Kaiser Plaza, Suite 340, Oakland, CA 94612

Phone: (510) 986-1850

Ken Schwarz, Ph.D., Managing Principal, is authorized to negotiate contract terms and make binding agreements. Ken has 32 years of experience providing environmental consulting experience, including compliance with the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA), regulatory permitting, hydrology and geomorphology.

Tom Engels, Ph.D., Senior Principal, who will act as principal-in-charge for the proposed agreement. Tom has 32 years of experience providing environmental consulting experience, specifically in helping public agencies develop strategy and lead compliance with CEQA and NEPA.

Brian Piontek, M.S., Principal Biologist. Brian is an environmental scientist, biologist, and permitting specialist with 20 years of experience.

Debra Lilly, B.A., Senior Associate II. Debra has more than 25 years of experience managing and leading CEQA and NEPA projects. She will be the day-to-day contact for the City of Turlock and will manage task orders issued under for this agreement.

Qualifications of other Montrose staff are provided in Section 4.3, Staff Experience, of this statement of qualifications (SOQ).

2.0 BACKGROUND

Montrose Environmental Solutions (Montrose) is a multidisciplinary environmental consulting firm that specializes in CEQA and NEPA compliance, environmental permitting, and environmental studies for public infrastructure projects. Our focus is on helping our agency clients with their capital improvements programs, facility maintenance, infrastructure development and design, and resource planning and management needs.

We are experts in project planning, environmental statutory and regulatory requirements, and managing the CEQA/NEPA compliance process. We have technical expertise in cultural and tribal cultural resources, hydrology and geomorphology, water quality, biological resources, wetlands, air quality and greenhouse gas (GHG)/climate change evaluations, soils and geology, utilities, and hazards, among other topics. Montrose produces clearly written and legally defensible environmental compliance documents that further our clients' goals.

Our technical experience, regulatory permitting/compliance expertise, and exceptional communication and project management skills are used to develop projects and programs; complete associated CEQA and NEPA documents; and obtain federal, state, and local permits for our clients. We are recognized for developing environmentally sensitive approaches to construct and maintain a range of project types, including new facilities and buildings, watershed/property management, roads and drainages, flood management and water supply maintenance and infrastructure, and other capital improvement projects (CIPs) (e.g., pipelines, treatment plants, bridges, culverts, energy facilities, canals, and other infrastructure).

History. Legacy firm Horizon Water and Environment (Horizon) was founded in 2008 and joined Montrose in 2021. Local Montrose principals Ken Schwarz, Ph.D., Tom Engels, Ph.D., and Brian Piontek, M.S., bring more than 80 years of professional experience in California environmental consulting with federal, state, and local agencies, as well as with private and nonprofit organizations.



3.0 SERVICES AND HISTORY

From the planning stage through construction, Montrose has expertise and capacity in all services identified in the City's request for qualifications (RFQ). CEQA/NEPA compliance, related environmental studies, and permitting are Montrose's core service area.

The sidebar lists services provided by Montrose staff. **Table 1** identifies examples of clients and projects (partial list). The subsections below discuss our approach to the key service areas identified in the RFQ.

3.1 CEQA/NEPA Compliance

Montrose consultants are experts with the full range of CEQA compliance documents including Categorical Exemptions, Initial Studies, Negative Declarations (NDs), Mitigated Negative Declarations (MNDs), Environmental Impact Reports (EIRs), Program EIRs, Supplemental and Subsequent EIRs, tiered MNDs and EIRs, and Addenda under CEQA; Categorical Exclusions, Environmental Impact Statements (EISs), Environmental Assessments (EAs) under NEPA; as well as joint CEQA/NEPA documents.

We specialize in CEQA compliance for infrastructure, urban development, public works maintenance, water quality and supply facilities, and CIPs. Our staff has completed numerous CEQA documents and planning studies for state agencies, cities, counties, and water agencies.

If the City has not yet identified the appropriate type of CEQA/NEPA document for a given project, our team is able to assist the City in evaluating appropriate compliance strategies in light of project issues, natural resources involved, potential impacts, stakeholder interest, project cost, schedule, and risk management (legal defensibility). For each project, we can recommend what we believe is the most appropriate CEQA/NEPA path that protects the City and is mindful of costs and effort. We always strive to recommend the simplest and lowest cost option that will provide the City with adequate compliance.

Montrose is very familiar with all the necessary CEQA and NEPA notices and procedures and the filing requirements at county clerk offices and the State Clearinghouse. Such documents include Notices of Intent, Notices of Availability, Notices of Preparation, and Notices of Determination, among others.

SERVICES

Environmental Planning

- CEQA/NEPA
- Permitting
- Caltrans Local Assistance Program
- Project Scoping
- Preliminary Consultation, Evaluation, Research
- Constraints and Opportunities Evaluation

Biological Resources

- ESA Compliance and Reporting
- Habitat Assessments and Species Surveys
- Impact Avoidance Planning and Training
- Mitigation Evaluation and Design
- Construction Monitoring

Cultural Resources

- Archaeological Resource Survey and Evaluation
- Built Environment Resource Survey and Evaluation
- Section 106 and CEQA 5024 Compliance Documentation
- Assembly Bill 52 Consultations
- Area of Potential Effects Mapping
- Construction Monitoring

Environmental Resource Assessment and Evaluation

- Air Quality and Greenhouse Gas
- Climate Change

Environmental Program Management

- Environmental Policy and Regulation Development
- Groundwater Sustainability
- Public Involvement and Outreach
- Stormwater Management

Streams, Wetlands, and Watersheds

- Geomorphology and Stream Assessments
- Hydrology and Sediment Management
- Stream Maintenance Programs
- Water and Sediment Quality Assessments
- Watershed Planning and Management
- Wetlands Assessment, Delineation, and Enhancement

Water Resources Planning

- Environmental Evaluation for Projects, Master Plans, CIPs, Maintenance Programs
- Water Rights



Table 1. Montrose Experience in Requested Services

Client: Project	Document/Study/Project Type
CEQA and NEPA Compliance	
DGS: California Highway Patrol Facilities CEQA and Permitting Services	EIRs and MNDs (on-call, multiple projects) – also archaeological surveys, AB 52 compliance, biological resource surveys and permitting
CPUC: CEQA/NEPA Consulting Services (On-Call)	EIR, IS/EA, MND, FONSI (on-call, multiple projects) – also archaeological surveys, AB 52 compliance, biological resource surveys and permitting
City of Modesto: Water and Wastewater Master Plans	EIRs – also archaeological surveys, AB 52 compliance, biological resource surveys
Stanislaus Regional Water Authority: Regional Surface Water Supply	MND, EIR, Addenda – also archaeological surveys, AB 52 compliance, biological resource surveys and permitting
Modesto Irrigation District: Terminal Reservoir Lining	NOE – also revised NOE
San Jose Water Company: Austrian Dam Erosion Repair	NOE – also and archaeological surveys, AB 52 compliance, biological resource surveys and permitting
DGS: USFWS/DWR Delta Research Station	EIS/EIR, EA, FONSI – also archaeological, architectural, and biological resources studies, Section 106
Golden Gate National Parks Conservancy: Salmon Habitat Enhancement and Bridge Replacement Project at Muir Woods National Monument	EA, FONSI – also biological assessment, wetland delineation, geomorphic evaluation, archaeology survey, Section 106
Cultural Resource Studies	
DGS: California Conservation Corps Placer Center Kitchen and Dorm Replacement	Archaeological survey, Extended Phase I archaeological investigation, Unanticipated Discovery Plan, archaeological monitoring, built environment survey and evaluation, records search, Section 5024, Section 106, AB 52 compliance, MND
City of West Sacramento: State Streets Infrastructure Project	Historical architectural review, archaeological review, records search, AB 52 compliance, MND
Alameda County Transportation Commission: I-880 Whipple Road and Industrial Parkway Interchanges Improvement Project	Cultural resources sensitivity memorandum for inclusion in a Preliminary Environmental Assessment Report for Caltrans review, Archaeological Survey Report, Historic Resources Evaluation Report, Historic Property Survey Report, records search, AB 52 outreach.
DGS: USFWS/DWR Delta Research Station	Archaeological survey, built environment survey and evaluation, Section 5024, records search, Native American coordination, Section 106, EIS/EIR, EA
Biological Resource Studies and Permitting	
Stanislaus Regional Water Authority: Infiltration Gallery/Surface Water Supply Project	CEQA evaluations, CDFW SAA acquisition and compliance, biological surveys, Section 10 consultation with USFWS for impacts on valley elderberry longhorn beetle
Cities of Turlock, Modesto, and Del Puerto Water District: North Valley Regional Recycled Water Program	Wetland delineations, CDFW LSA and incidental take permit acquisition and compliance, regulatory monitoring and reporting, special-status species surveys, nesting bird surveys, and CEQA/NEPA compliance documentation
City of Modesto: On-Call Biological Services	Species surveys and habitat assessments, including Swainson's hawk, burrowing owl, bats, and others; coordination of mitigation requirements for compliance with the City's General Plan
County of San Mateo: On-Call Engineering and Environmental Professional Service Agreements	Biological resources surveys and evaluation, sediment and stream analysis, developed maintenance program manual, cultural resources, CEQA, regulatory permitting



Client: Project	Document/Study/Project Type
Contra Costa County: On-Call Environmental Services and Permitting	Biological resources and habitat evaluations, wetland delineation, biological assessment, developed maintenance program manual, cultural resources, permitting
Caltrans Local Assistance Program	
Napa County: Oakville Cross Road Bridge Replacement	Prepared the CEQA IS/MND; coordinated permit approvals with the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and CDFW
ACTC: I-80/Ashby Avenue Interchange Improvements	Prepared the NES, Aquatic Resources Delineation Report, Tree Survey Report, HPSR, and WQAR under Caltrans oversight
ACTC: I-880 Interchange Improvements Project (Whipple Road-Industrial Parkway Southwest and Industrial Parkway West)	Prepared NES, Aquatic Resources Delineation Report, Tree Survey Report, HPSR, Archaeological Survey Report, and Historic Resources Evaluation Report under Caltrans oversight
Third Party Review	
CPUC: CEQA/NEPA Consulting Services (On-Call)	Working as a consultant for the CPUC, review Proponent's Environmental Assessments for adequacy and CEQA compliance
DCC: CEQA Support Services	Assisted DCC staff with review of CEQA documentation submitted by municipalities and counties in support of cannabis project license applications to evaluate their adequacy and reliability for CDFA use
Additional Services	
GIS and Data Management	Prepare maps and analyze data using client, consultant, and in-house information
Graphics, Website Development, and AB 434/Americans with Disabilities Act (ADA) Compliance	Develop report graphics, presentation boards, public outreach materials, web pages, and training booklets; format documents for compliance with state and federal ADA compliance
Public Outreach, Notifications, and Filings	Arrange, present, facilitate, and provide materials for public outreach sessions; prepare and file notices required under CEQA and NEPA

AB = Assembly Bill
 ADA = Americans with Disabilities Act
 ARDR = Aquatic Resources Delineation Report
 ACTC = Alameda County Transportation Commission
 Caltrans = California Department of Transportation
 CDFA = California Department of Food and Agriculture
 CDFW = California Department of Fish and Wildlife
 CEQA = California Environmental Quality Act
 CPUC = California Public Utilities Commission
 DCC = California Department of Cannabis Control

DGS = California Department of General Services
 DWR = California Department of Water Resources
 EA = environmental assessment
 EIR = environmental impact report
 EIS = environmental impact statement
 FONSI = Finding of No Significant Impact
 HPSR = Historic Properties Survey Report
 IS = initial study

LSA = Lake and Streambed Alteration Agreement
 MND = mitigated negative declaration
 NEPA = National Environmental Policy Act
 NES = natural environment study
 NOE = notice of exemption
 ND = negative declaration
 SER = Caltrans Standard Environmental Reference
 USFWS = U.S. Fish and Wildlife Service
 WQAR = Water Quality Assessment Report



3.2 Cultural Resources Studies

Native American and historic-era resources may be affected by proposed City projects. The rich history of Native American settlements in the Central Valley provides many opportunities to encounter evidence of historic uses, especially when conducting ground-disturbing activities. There are several tribes and tribal communities (North Valley Yokuts Tribe and Southern Sierra Miwuk Nation) who actively practice tribal traditions throughout the region. Turlock also contains many historic-era resources that reflect the early American period.



Montrose staff completed a historic properties survey as part of site assessment for the Delta Research Station on the San Joaquin River.

Cultural resources studies will be directed and conducted by experienced personnel. Our cultural resources leader, Janis Offermann, M.A., Registered Professional Archaeologist (RPA), who has over 40 years of experience in conducting studies and preparing a variety of documents in support of CEQA and Section 106 of the National Historic Preservation Act requirements. Montrose's cultural resources team also includes Dean Martorana, RPA and GIS specialist; Kara Brunzell, M.A, architectural historian; and Bridget Parry, M.A., archaeologist.

Our cultural resources staff have a long history of working with the State Office of Historic Preservation (OHP), California Department of Transportation (Caltrans) staff, the Native American Heritage Commission (NAHC), and Native American tribes. We have, furthermore, been very successful in assisting our clients with tribal consultations under California Public Resources Code regulations that have been enacted under Assembly Bill 52 (AB 52).

To assist the City of Turlock, the Montrose cultural resources staff are prepared to conduct archival research at the Central California Information Center at California State University, Stanislaus; conduct archaeological field surveys and construction monitoring; conduct built environment surveys; prepare technical reports and compliance documents; evaluate archaeological and built environment resources for eligibility for inclusion in the National Register of Historic Places and California Register of Historical Resources, as necessary; and assist the City with their obligations under AB 52. Our cultural resources staff also has experience preparing cultural and historic resources studies in accordance with Caltrans' requirements, including Archaeological Survey Reports, Historic Properties Survey Reports, Historic Resources Evaluation Reports, and Findings of Effects. Our cultural resources technical reports are routinely prepared to meet the standards for Section 106 compliance as required for projects receiving federal funding.

3.3 Biological Resources, Surveys, and Permitting Support

A variety of biological resources surveys, studies, and evaluations may be necessary for project planning, CEQA, permitting, and construction. Typical surveys and studies include biological assessments, wetland delineations, mitigation plans, pre-construction surveys, construction monitoring, and long-term habitat restoration monitoring.

Montrose provides the full range of biological resources services and technical studies, including species and habitat surveys, mapping, studies, and reports. Our staff includes qualified biologists, botanists, and environmental scientists trained in conducting U.S. Fish and Wildlife Service (USFWS)/California Department of Fish and Wildlife (CDFW) protocol species and habitat assessments, U.S. Army Corps of Engineers (USACE) protocol wetlands delineations, and construction monitoring. Moreover, our staff have extensive on-the-ground experience with biological resources in Stanislaus County, including the city of Turlock.



Biological Assessment Reports and Natural Environment Studies

Our team has extensive knowledge of local and regional biological resources and can help the City recognize sensitive resources that can be avoided to minimize biological impacts. Our team's approach is both practical and creative, and we can help guide projects to achieve the desired objectives while often conserving and even enhancing biological resources.

To prepare biological assessments, our team begins by reviewing background information relevant to the task at hand, such as the California Natural Diversity Database (CNDDDB), California Native Plant Society, and USFWS species lists, existing City and County reports regarding relevant species, projects, or areas; and other relevant planning documents.

Prior to conducting fieldwork, we draw on our extensive collection of GIS data to prepare/compile any maps necessary for field use, such as study area boundaries, sensitive resource locations, aerial photos, or project plans. Field personnel then visit the site to collect the necessary field data regarding the site's biological resources. The methodology used and data collected will vary depending on the specific information required and the nature of the requested services. Reports may range from a simple technical memorandum describing the results of a habitat assessment for a particular species to a complex Biological Assessment prepared to assist with Section 7 consultation under the federal Endangered Species Act (ESA). Whatever the report type, we will ensure that its contents are thorough and accurate.

For City projects that involve Caltrans Local Assistance Program funding, Montrose has experience preparing Natural Environment Studies (NES) in accordance with Caltrans' guidelines described in Chapter 6 of the Local Assistance Program Manual (LAPM). Example projects include the I-880 Interchange Improvements Project, Hayward and Union City, California; and the I-80/Ashby Avenue Interchange Project.

Wetland Delineations

Our team includes wetland scientists who are trained in conducting aquatic resource (wetland) delineations in accordance with the USACE's 1987 Wetland Delineation Manual and the 2008 Arid West Regional Supplement. Our staff is current on evolving agency (USACE and Regional Water Quality Control Board [RWQCB]) jurisdictional authority and guidance on special water features, such as agricultural and drainage ditches, canals, ponds, and other built infrastructure. Within a project site, potential waters of the U.S. will be delineated in the field aided by aerial photography, topographic data, and hydraulic modeling data (as available). We will prepare aquatic resource delineation reports that meet the USACE's 2016 *Minimum Standards for Acceptance of Aquatic Resources Delineation Reports*. When appropriate, we will make assessments of the jurisdictional status of aquatic resources. We will request verification of the delineation, approved jurisdictional determination (AJD), or preliminary jurisdictional determinations (PJD) based on USACE's 2016 *Regulatory Guidance Letter on Jurisdictional Determinations* (RGL 16-01). Montrose will organize and attend field visits with the USACE to review delineations. Based on feedback received from the USACE, we will revise delineations, if necessary, and submit the revised version to the USACE.

Mitigation and Monitoring Plans and Reports

Montrose staff are well versed in evaluating potential mitigation areas and developing and implementing biological mitigation plans. We frequently evaluate impacts to biological resources and identify appropriate mitigation measures to offset these impacts. Once our team has developed appropriate biological resource mitigation measures, we can assist our clients with evaluating potential habitat mitigation sites and other mitigation options. Biological mitigation may involve establishing project-specific mitigation sites, purchasing credits from a mitigation bank, or financial contribution (in-lieu-fee) to a restoration or habitat enhancement program. For the Stanislaus Regional Water Authority's (SRWA's) Regional Surface Water Supply Project (RSWSP), we developed a combined approach that used all three options.



Mitigating impacts to biological resources is frequently required by CEQA and NEPA assessments and as conditions of resource agency permits. We are very familiar with agency-approved avoidance and minimization measures, and we work with our clients to develop creative and cost-effective solutions for each project's compensatory mitigation needs.

Permit Applications and Other Permitting Documentation

Regulatory permitting is required for projects that potentially affect sensitive resources or trigger compliance requirements of the federal and/or state Endangered Species Act (ESA) and Clean Water Act (CWA). This is especially true where special-status species are present. Permits are generally needed when conducting ground-disturbing construction, maintenance, or restoration activities in or near water bodies including creeks, wetlands, channels, or riparian areas.

Montrose provides the full range of permitting support for all types of projects. Our permitting experience is founded on a scientific understanding of affected resources, expertise with environmental regulations including ESA and CWA, and a successful history of working with regulatory agency staff. In addition to preparing Biological Assessments, habitat conservation plans, wetland delineation reports, and habitat mitigation plans, we prepare all necessary regulatory applications for agencies including USACE, the Central Valley RWQCB, and CDFW. We also have a successful record of coordinating and negotiating with regulatory agencies to obtain all necessary permit approvals.

A California ESA Section 2081 permit (or Incidental Take Permit) from CDFW is required if a project has the potential to result in take of state-listed species. Our team is very familiar with state and federally listed species with potential to occur in and/or near Turlock.

Montrose has worked on many projects in Stanislaus County and the Turlock region that have required formal or informal consultation via Section 7 consultation during USACE Section 404 permitting. We will work with the City throughout each project to develop a successful and cost-effective approach to USACE permitting that complies with the federal ESA. We will work with the City and the resource agencies to identify measures to avoid take of listed species, or at least simplify and facilitate consultation. Project activities often can be planned and conducted in a way to avoid take of state-listed species, thus avoiding the need for an Incidental Take Permit from CDFW.

Pre-construction Surveys

Special-status species found in Turlock and/or the greater Stanislaus County include Swainson's hawk, Valley longhorn elderberry beetle, Hoary bat, silvery legless lizard, western pond turtle, tricolored blackbird, Suisun song sparrow, burrowing owl (*Athene cunicularia*), and other nesting bird species protected by the Migratory Bird Treaty Act and California Fish and Game Code, and other state and federally listed species.

The Montrose team has a broad range of experience conducting reconnaissance and protocol-level surveys for the species listed above and many other special-status species animal and plant species in the Central Valley. Our staff holds USFWS/CDFW authorizations and approvals for performing pre-construction surveys, habitat evaluations, and construction monitoring for these species and other sensitive habitats.

Mitigation Monitoring

Our biologists are experienced in monitoring and reporting habitat mitigation sites in accordance with approved mitigation plans and regulatory permit requirements. During such site visits, our biologists collect all necessary data, such as plant survival, height, plant health, and vigor. We are accustomed to preparing annual monitoring plans documenting monitoring results and data analysis that are compliant with regulatory agency requirements and, if needed, identify remedial actions if mitigation sites do not meet success criteria.

3.4 Caltrans Local Assistance Program

Montrose is prepared to assist the City in developing a full range of environmental documentation that may be required by Caltrans. Our staff understands Caltrans Local Assistance Environmental Procedures (Chapter 6 of the



Local Assistance Procedures Manual), such as the Early Scoping requirements for preparing a Preliminary Environmental Screening (PES) form, and requirement to prepare technical studies in accordance with the Caltrans Standard Environmental Reference (SER). We have a detailed understanding of the SER, the Federal Highway Administration's NEPA Regulations (23 CFR 771), and other transportation-specific requirements such as Section 4(f) of the Department of Transportation Act.

Projects under this on-call contract that involve Caltrans Local Assistance will be led by Bridget Lillis and Harry Boxler. Bridget has prepared NESs, WQARs, and Community Impact Assessments that conform to LAPM requirements, including a Community Impact Assessment for the South Main Street Pavement Repair and Resurface Project – Yosemite Avenue to Atherton Drive in Manteca, for which Caltrans acted as the NEPA lead agency. Harry managed preparation of the EIS and EIR for the Los Angeles-to-Anaheim and Burbank-to-Los Angeles sections of the California High-Speed Rail.

3.5 Third-Party Review

Montrose has extensive experience in providing third-party reviews of CEQA/NEPA and other environmental compliance or permitting documents for its clients. Recent examples of this include work conducted under an **on-call contract with the California Public Utilities Commission (CPUC)**, in which Montrose has reviewed CEQA/ NEPA compliance documents prepared by publicly owned utility applicants.

Montrose staff has also **assisted DCC's commercial cannabis licensing staff with review** and comment on environmental documents prepared by local jurisdictions throughout the state, to ensure that the information required for license approval is provided and adequate to meet DCC's needs as a CEQA responsible agency.

For the **McAllister Ranch Groundwater Banking Project**, the City of Bakersfield requested that Montrose staff review the scopes of work submitted by the applicant's consultants; once the studies were prepared, our staff review them for adequacy and, following any needed revisions, incorporated them into an EIR for the project.

3.6 Additional Services

GIS and Data Management

Montrose utilizes global positioning system (GPS) units to support all our field evaluations and data collection on vegetation boundaries, wetland delineation boundaries, and special-status species locations. The results of our fieldwork are entered into ArcGIS, combined with high-resolution georeferenced aerial photographs, and ground-truthed in the field for quality control when necessary. Montrose will ensure that our GIS deliverables are compatible with the City's GIS database.

Graphics, Website Development, and Assembly Bill 434/ADA Compliance

The Montrose team has in-house graphic designers who can develop easily discernable exhibits of environmental information (e.g., drawings, maps, posters, notices, and other materials) when required by the City.

AB 434 requires state agencies to comply with **accessibility guidelines for documents and files available on their websites**. This requirement was expanded to include local jurisdictions when their environmental documents are posted to the State Clearinghouse for public review under CEQA. Federal documents must comply with visual accessibility requirements included in the Americans with Disabilities Act (ADA). Montrose works closely with Allyant, the owner of the CommonLook suite of ADA compliance software, to provide electronic versions (e.g., PDF, Word) of the Montrose team's deliverables that are fully ADA-compliant.

Public Outreach

The Montrose team has extensive experience with public participation and community outreach. We are experts in effectively leading public involvement during the CEQA and NEPA process, and we conduct a wide range of stakeholder outreach activities. Our outreach experience includes developing public awareness materials, conducting stakeholder and community advisory forums, facilitating public workshops, giving presentations, and



developing and maintaining project websites. Ken Schwarz and Tom Engels have a long history of leading public meetings and managing public participation and outreach, including successful facilitation of outreach processes for large-scale and contentious projects. We focus on addressing concerns in early phases of the project, seeking to provide opportunities for all voices to be heard and to reduce the risk of project disruptions or delays.

Notifications and Filings

Montrose is very familiar with all the necessary CEQA and NEPA notices and procedures and the filing requirements at county clerk offices and the State Clearinghouse. Such documents include Notes of Exemptions, Notices of Intent, Notices of Availability, Notices of Preparation, and Notices of Determination.

4.0 RESPONSE TIME

Montrose's guarantee of responsive service is based on (1) our successful experience managing on-call contracts; (2) the value added through our approach to the work; (3) the experience, availability, and flexibility of our professional staff; and (4) our proven record of meeting our previous commitments for the City of Turlock. We are able to make this guarantee because our principals, project managers, technical leads, and analysts are committed to continue providing high-quality service to the City in every context: technical skill, cost effectiveness, and timely delivery of services to achieve scheduling goals.

CEQA compliance for some projects is fairly straightforward. For other projects, it can be complex. The sensitivity of issues, number of stakeholders, and requirements of funding sources can lead to project stops/starts and schedule changes. More than anything, ability to meet schedules requires diligence and flexibility.

Our track record includes multiple DGS project examples that showcase our reliability regarding schedule performance. For example, the **CDFA Turlock North Valley Laboratory Replacement Project** demonstrates our ability to meet schedules throughout the life of a project, even with challenges such as the COVID-19 lockdown and strategic negotiations to determine prime farmland mitigation approach. As another example, Montrose responded within hours to assess a nesting bird issue at a State parking garage that was undergoing renovations and provided DGS staff with recommendations for minimizing impacts to the nest and guidance for maintaining compliance with federal and state laws.

4.1 On-Call Contract Experience

Our team has experience supporting on-call/retainer contracts with other clients, including **the Cities of West Sacramento, Modesto, Oakland, Orinda, and Cupertino; the California Department of General Services; the California Public Utilities Commission; and the Counties of Alameda, Contra Costa, Sonoma, and San Mateo.**

Part of our success and effectiveness serving the needs of our on-call clients has been our responsiveness and understanding of how best to initiate an individual task order quickly. Often, the need to initiate a project is urgent and Montrose's management team can provide scopes of work and budgets for task orders within a few days. We will assign an appropriate task order leader based on the nature of the task, staff availability, and any specialized project needs (e.g., condensed schedule or immediate need for field visit). Typical task kickoff assignments include securing site access, scheduling site visits, developing data/information requests, and developing a schedule that meets the City's needs.

Montrose's management team has long-standing experience working with a diversity of project participants, including staff from client agencies, engineers, contractors, and other local agencies. This allows us to gather information efficiently to develop an appropriate project scope and initiate the project. When project information is not yet defined, we conduct slightly broader analyses to accommodate potential changes in a conceptual project design. We have proven expertise in preparing program-level CEQA documents that enable the client to move forward with related projects quickly and efficiently without repetitious environmental review requirements.



Our staff will keep the City's project manager(s) informed of the project's progress with the right level of project information, while at the same time working independently to produce deliverables and resolve project challenges along the way. In this way, we aim to reduce management burden on City staff. We will work closely with the City's project managers to discuss any issues or unresolved information needs immediately. We will work with the City to develop practical and workable mitigation measures or alternative solutions to meet the project needs.

4.2 Value Added through Our Approach to the Work

Our team is skilled in tailoring documents and studies to consider local environmental conditions for project planning and impact analyses, complying with local regulations, and developing appropriate actions or measures in response to tribal or agency coordination. For example:

- Montrose helps inform the land acquisition process to focus site selection and minimize potential environmental requirements (level of CEQA document, public outreach needs, or potential mitigation measures) as much as possible. Montrose has helped many agencies efficiently navigate the environmental compliance process.
- We approach each project from a broad perspective to ensure that the environmental strategy addresses all concerns. In addition to the full range of CEQA/NEPA requirements, we take into consideration possible regulatory permits, cultural resources (e.g., structures more than 45 years old should be evaluated for eligibility for listing in the CRHR or NRHP), air district requirements, and local resource protection measures.
- Tribal consultation can affect a project's schedule. Montrose's cultural resources staff are skilled in working with clients and tribes to develop mitigation measures or implement other actions that are respectful, comply with the regulations, and are achievable within the project's schedule and budget.

Delivering on Our Commitment to Problem Solving



Montrose assisted the City of Turlock with implementing environmental pre-construction, monitoring, mitigation, and reporting requirements for the City's Surface Water Distribution System Improvements Project. Because the distribution system connects to the water treatment plant, which was also under construction, the timing of construction activities was a critical issue for the project. When an active house finch nest was discovered within the concrete form of the tank wall, Montrose responded immediately and worked closely with regulators and the project team to find a solution that avoided significant construction delays.

4.3 Staff Experience

Our team is led by the combined leadership of Tom Engels, principal-in-charge, and project manager Debra Lilly. Tom and Debra have worked together as a management team on many contracts, including the State Streets Infrastructure Improvement Projects with the City of West Sacramento; the CDFA Turlock North Valley Laboratory Replacement Project for DGS; the SRWA's Regional Surface Water Supply Project; and a task order at the Jennings Pumping Plant under an on-call contract for the City of Modesto Public Works Department.



Figure 1 provides an organizational chart of the project team. **Table 1** lists staff names, roles, and qualifications. **Resumes** for all staff are provided as an attachment to this proposal.

Tom Engels, Ph.D., Principal-in-Charge, CEQA/NEPA Strategy, Third Party Review, and Public Outreach

Tom specializes in CEQA and NEPA compliance for infrastructure and resource planning projects and has 32 years of experience as an environmental consultant. He has managed the preparation of CEQA documentation for a wide variety of projects, including urban and residential developments, urban infrastructure projects, dams and reservoirs, hydroelectric projects, electric distribution projects, flood protection projects, and habitat conservation plans. Tom is an effective communicator, taking complex information and communicating it in a way that is understandable to the general public. He has taught numerous courses on NEPA, CEQA, ESA, and CWA compliance for clients and for the University of California System. Since 2016, Tom is an adjunct professor at the University of San Francisco, teaching a graduate course in CEQA and NEPA compliance.



Responsibilities. As principal-in-charge, Tom will provide oversight on the contract, assist the project manager to ensure that the contract requirements are met, provide QA/QC reviews on project deliverables, and support the City at board meetings and public meetings. Tom is available to the City at all times to discuss the contract, project progress, and Montrose's performance.

Debra Lilly, Project Manager, CEQA/NEPA Lead

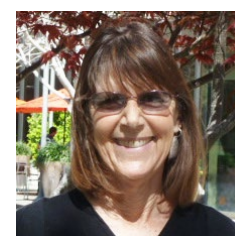
Debra has managed and coordinated a wide range of CEQA and NEPA documents, from quick-turnaround IS/MNDs to complex, statewide EIRs. Debra has more than 25 years of experience preparing and managing environmental analyses and documents from beginning to end. Debra understands the concerns and issues of Central Valley cities and counties. For the last 8 years, Debra has managed environmental compliance for the Regional Surface Water Supply Project in Stanislaus County, which is nearing completion of a water treatment plant on the Tuolumne River. She managed the CDFA Turlock North Valley Laboratory Replacement Project in Turlock, which involved close coordination with the City on utility issues and development of mitigation for loss of Prime Farmland. She also managed the State Streets Infrastructure Improvements Project with the City of West Sacramento, which involved replacement and repair of water and sewer pipelines in a historic neighborhood with many heritage trees.



Responsibilities. Debra will handle the day-to-day project management duties, including coordination with internal staff, keeping the project on schedule, budget tracking, providing the City with regular communications and updates, helping lead project management meetings, and supporting the City with any public or City Council meetings.

Janis Offermann, RPA, Cultural Resources, AB 52 Lead

Janis has more than 40 years of experience in the fields of archaeology and cultural resources management within California. She meets the U.S. Secretary of the Interior's professional qualifications as an archaeologist and is a Registered Professional Archaeologist. She excels in applying the California Environmental Quality Act (CEQA) to cultural resources and assisting clients implement the Assembly Bill 52 legislation, which requires that State agencies consult with Native American tribes on projects. Janis also has extensive experience working with Section 106 of the National Historic Preservation Act and has worked closely with the OHP and California Department of Parks and Recreation. She regularly drafts Area of Potential Effect maps for project evaluations and oversees or prepares historic property studies and cultural resource studies. For the City of West Sacramento, she oversaw the architectural evaluation of a historic





neighborhood that was undergoing extensive public works improvements, prepared the cultural resources assessment, and assisted the City with Native American consultation.

Responsibilities. Janis will be responsible for informing Native American tribal contacts about the City's projects, responding to requests for consultation under AB 52, and preparing cultural resources assessments based on record search information provided by the Native American Heritage Commission. She will also oversee evaluations of historic properties by Montrose staff as needed. For projects with federal involvement, she will complete the analysis required under Section 106 and obtain concurrence as needed.

Carley Dutra, Biological Resources, Permitting Lead

Carley has 21 years of experience in environmental planning, specializing in compliance with CEQA, ESA, and Clean Water Act for a wide variety of projects. Carley has served as a project manager on environmental compliance projects and has provided project-wide oversight during construction. Carley CEQA compliance documents, proponent environmental assessments (PEAs), feasibility studies, biological assessments, mitigation, monitoring, and reporting programs (MMRPs), and stormwater pollution prevention plans (SWPPPs). Carley has prepared, reviewed, and renewed environmental permits while coordinating with appropriate regulatory authorities, and has participated in wetland, riparian area, protected tree, sensitive wildlife and plant species surveys and delineations. She has served as a biological monitor on many construction projects. Carley has also prepared and presented supervisory and staff-level environmental training programs.



Responsibilities. Carley will be the biological resources/permitting lead for the City's projects. In cases where biological resources field surveys or screening are needed, she will coordinate with Montrose staff to assign appropriately trained experts who can quickly and efficiently provide the needed services. On more complex, full-scope environmental projects, she will coordinate preparation of the biological resources analysis and assist the City in developing an effective permitting strategy.

Bridget Lillis, Caltrans, Local Assistance Program Lead

Bridget is an environmental planner and permitting specialist with over 10 years of experience preparing environmental documents for natural resource management, recreation, transportation, infrastructure, development, and utilities projects pursuant to CEQA and NEPA. She has experience preparing community impact assessments in accordance with Caltrans Local Assistance requirements.



Responsibilities. Bridget will assist the City on projects with Caltrans involvement, either through the Local Assistance Program or as a reviewing agency.



Figure 1. Project Organization Chart





Table 1. Summary of Staff Experience, Education, Certifications, Training

Name	Project Role	Experience		Education, Certifications, Training
		Total	Firm	
Tom Engels	Principal-in-Charge, CEQA/NEPA Strategy, Third Party Review	32	12	Ph.D., Biological Sciences B.A., Liberal Arts
Debra Lilly	Project Manager	34	8	B.A., English
Janis Offermann	Cultural / Tribal Resources Lead, AB 52 Coordination	48	9	Register of Professional Archaeologists M.A., B.A., Anthropology
Carley Dutra	Biological Resources, Permitting Lead	21	8	B.S., Parks and Natural Resource Management A.A., General Studies See resume for permits and certifications
Susan Pearce	Third Party Review	29	8	California Bar Admission, 1997 J.D., University of California B.A., Political Science
Jennifer Schulte	Air Quality, GHG Emissions, Energy, Noise	17	4	Ph.D., M.S., B.S.ChE. Chemical Engineering B.S. Mathematics
Alexandria Fraser	Resource Analyst, GIS	12	3	MPlan, Master of Planning BPlan, Bachelor of Planning
Emma White	Resource Analyst	5	1	B.S., Environmental Policy Analysis and Planning
Jessica González	Biological Resources	18	2	M.S., Environmental Studies B.S., Environmental Studies See resume for permits and certifications
Lisa Herrera	Biological Resources	19	1	B.S., Evolution and Ecology See resume for permits and certifications
Dean Martorana	Archaeology, GIS	24	3	Register of Professional Archaeologists M.A., Anthropology; B.A., Psychology
Kara Brunzell	Historian, Architectural Historian	17	9	Qualified historian/architectural historian under Secretary of the Interior's Professional Qualification Standards (36 CFR, Part 61) M.A., History/Public History; B.A., History
Bridget Parry	Archaeology	6	1	M.A. Archaeological Studies B.S. Anthropology and Geography Archaeological Field School
Diana Roberts	Resource Analyst	27	2	M.A., Linguistics; B.S., Applied Psychology
Ken Schwarz	Hydrology, Water Quality, Groundwater	32	17	Ph.D., Geography (Geomorphology and Hydrology) M.A., Geography (Geomorphology and Hydrology) B.A., Regional Development
Brian Piontek	Resource Analyst, Permitting	19	10	M.S., Environmental Management B.S., Environmental Science
Kim Quinn	Resource Analyst	22	1	B.A., Environmental Studies (concentration in land use management and planning)
Harry Boxler	Resource Analyst	28	1	MCP, B.A., Sociology
Bridget Lillis	Resource Analyst, Caltrans Local Assistance Program	12	4	B.S., Environmental Management and Protection



5.0 PUBLIC AGENCIES

5.1 Experience with Public Agencies

Montrose has proven success working with cities, counties, state and federal agencies, water districts, flood control agencies, regional development partnerships, and other public agencies. We understand the critical need for communication both within the primary client agency and also across a wider team, including CEQA Responsible and Trustee Agencies, service providers, and other stakeholders that may be affected by or would comment on the proposed project.

When initiating the early phases of a project (i.e., project description development and data gathering processes), we will assist the City to ensure that partner agencies and stakeholders are aware of the project and have an opportunity to provide comments or input. Depending on the nature of the project, these agencies and entities may include various departments at the City, Stanislaus County, Turlock Irrigation District, Stanislaus Regional Water Authority, public utilities, and the San Joaquin Valley Air Pollution Control District. We will also coordinate as needed with state agencies such as the California Air Resources Board, CDFW, Central Valley RWQCB, and Caltrans (in particular under the Local Assistance Program). Federal agencies may have input on some projects as well; we have longstanding relationships with staff at many of these agencies, including USFWS, USACE, NOAA Fisheries, FHWA, and U.S. Environmental Protection Agency. For the tribal cultural resources effort, Montrose will contact and solicit input from local tribes and comply with all requirements of Assembly Bill 52.

We will ensure that the environmental analysis addresses comments received from public agencies. Ensuring that interested agencies participate in the early stages of the CEQA process reduces the likelihood that issues could be overlooked in the CEQA document. With regard to Responsible Agencies and federal permitting agencies, it is important to ensure that the CEQA document correctly discloses the permitting and approval requirements and, if feasible, provides environmental analysis to support future permitting.

In addition to coordinating with public agencies on behalf of our clients, we have experience working directly for these agencies, as described throughout this proposal. This means that we understand their concerns and the standards they typically apply to environmental assessments. For example, our familiarity with water and wastewater utility agencies enables us to quickly access information about off-site utility improvements that may be needed to serve a project, which should be covered in the CEQA document.

Our cultural resources experts have worked successfully with a wide range of California tribes on a variety of projects to discuss tribal cultural resources and develop mitigation measures agreeable to all parties.

Depending on the specific needs of each project, our project management team and/or technical analysts are available to contact local agencies, participate in meetings, support due diligence efforts, discuss potential concerns, and/or request supporting information for project analyses. For example, on the **CDFA North Valley Laboratory Replacement Project**, CDFA acquired a site in Turlock with the intent of relocating its North Valley Laboratory to a larger, more centrally located replacement facility. The property had previously been farmed and was considered Prime Farmland by the California Department of Conservation. To assist DGS and CDFA in developing and implementing mitigation for the loss of Prime Farmland, Montrose researched agencies and organizations with agricultural mitigation programs; identified the California Farmland Trust (CFT) as a viable option; and assisted with negotiations between CDFA and CFT to develop an agreement for payment into CFT's existing easement program.

5.2 Approach to Coordination with Public and Regulatory Agencies

The Montrose team will apply our expertise with regulatory laws and statutes and our strong relationships with agency staff to coordinate with the applicable agencies at the appropriate time and on the appropriate level. Regulatory permitting is a core service and area of expertise at Montrose; we have navigated regulatory approvals for many permits as well as engaged with the regulatory agencies regarding their input on CEQA documents for



specific projects and programs. Some examples of public agencies that may be involved in the approval or completion of City projects are listed below.

- **Central Valley RWQCB** – The RWQCB will be interested in how a project may affect land cover and thereby potential hydrologic and hydraulic changes to surface runoff, streamflow, water quality, and sedimentation or erosion issues in county streams. We are experts in these subjects and have many years of success obtaining permits with the RWQCB.
- **State Water Resources Control Board (SWRCB)** – The SWRCB regulates stormwater discharges from municipal separate storm sewer systems (MS4s) through its Municipal Storm Water Permitting Program. Montrose will consult with the SWRCB as needed regarding the City's compliance with its MS4 permit, best management practices, General Construction Stormwater Permit, and other stormwater management requirements.
- **Caltrans** – Coordination with Caltrans can take place at several different levels. On a project funded under the Local Assistance Program, we will assist the City to coordinate with Caltrans as the NEPA lead agency, including preparation of required technical studies. On a project that tangentially affects a Caltrans property, we will request input on Caltrans' desired level of traffic analysis and review the agency's comments, as with other state agencies during scoping. If the City is involved in a project on the State Highway System, we will assist the City to coordinate with both Caltrans and FHWA.
- **State Office of Historic Preservation** – When a project may affect archaeological or historical resources or tribal cultural resources, Montrose will interact with knowledgeable experts to evaluate the significance of the affected resources and determine whether they are eligible for listing. We will provide our evaluations to OHP for review and concurrence and work with them to develop appropriate mitigation when necessary.
- **CDFW** – CDFW is typically interested in how potential land use and land cover changes associated with a project may affect sensitive species and habitats. We work closely with CDFW on many projects and have an excellent reputation with this agency for our scientific understanding of species and habitat conditions and needs. We also know that many times, maintaining continuous communication and engagement with CDFW can be the best pathway toward permitting success.
- **USFWS** – Similar to working with CDFW, we have an excellent reputation with USFWS for our understanding of local habitats and the needs of protected species. We will coordinate closely with USFWS to ensure that their concerns are addressed as we evaluate potential effects of a given project or develop impact avoidance and minimization measures.

6.0 REFERENCES

These references can speak to the quality of our services during the past 2 years.

City of Turlock, Department of Public Works – Engineering Division

Stephen Fremming, Principal Civil Engineer
156 S. Broadway, Suite 150, Turlock, CA 95380
(209) 668-5417 | SFremming@turlock.ca.us

Project: Turlock Local Facilities Biological Monitoring

California Department of General Services, Real Estate Services Division

Jennifer Parson, Senior Environmental Planner
707 3rd Street, 4th Floor, West Sacramento, CA 95605
(916) 376-1604 | jennifer.parson@dgs.ca.gov

Project: DGS Environmental Retainer Agreements



West Yost Associates

Lindsay Smith, Vice President

2020 Research Park Drive, Suite 100, Davis, CA 95618

(530) 574-5734 | lsmith@westyost.com

Project: SRWA Regional Surface Water Supply Project

7.0 SAMPLE OF WORK

The following project examples illustrate Montrose's experience with public sector clients. These projects/contracts demonstrate our experience in the local/regional area and our success managing/staffing on-call contracts.

Regional Surface Water Supply Project, Stanislaus County, CA

Stanislaus Regional Water Authority

Relevance:	Demonstrates experience with public agencies in the Turlock area.
Services:	CEQA (IS/MND, EIR, Addendums 1-3), biological resources surveys, permitting, Section 10 consultation, construction mitigation monitoring
Description:	Montrose has supported SRWA for 15 years in planning and CEQA compliance related to the Regional Surface Water Supply Project (RSWSP). Montrose prepared an IS/MND for construction and testing of a wet well at TID's existing infiltration gallery site on the Tuolumne River. Subsequently, Montrose prepared an EIR to evaluate use of the infiltration gallery and construction of a pump station, raw water pipeline, water treatment plant, treated water pipelines, and storage tanks. Montrose also supported submittal of the project's State Revolving Fund construction loan application. Montrose biologists conducted preconstruction surveys for special-status species and flagged avoidance buffers around elderberry shrubs. They worked closely with the contractor in the field to fine-tune the location of the access driveway, and later the permanent fencing, to avoid impacts on elderberry. Two seasons of nesting bird surveys were conducted. Biologists were on site during highly disturbing construction activities, such as concrete pouring for the wet well, to ensure that nesting Swainson's hawks in the area were not affected. Montrose obtained permits and approvals from USACE, USFWS, NMFS, Central Valley RWQCB, and CDFW and managed permit compliance throughout the construction period.
Total Project Budget:	\$1,150,430.12; project to continue through 2024.

City of Modesto, Multiple Projects, Stanislaus County, CA

City of Modesto, Utilities Department

Relevance:	Demonstrates successful project planning, CEQA compliance guidance and documentation, as well as long-term client service and flexibility.
Services:	CEQA, permitting, construction mitigation monitoring
Description:	Montrose has supported the City of Modesto's Planning and Utilities Departments with CEQA services since 2008. The City's municipal service area includes the



Modesto sphere of influence and the communities of Del Rio, Ceres, Grayson, Waterford, Hickman, and portions of Turlock. The following is one project.

Del Rio Tank and Wells Project, Del Rio, Stanislaus County, California

The Del Rio water system required a new storage tank/pump station, well, replacement well, backup generators, and pipelines to address deficiencies in design pressure and storage volume requirements for water supply and fire-flow demand and to supply anticipated future growth in the Del Rio area. Key issues addressed in the EIR included aesthetics and visual resources, biological resources, potential overdraft of the Modesto Groundwater Subbasin, and noise. Montrose also provided biological monitoring services before and during construction.

Total Project Budget: \$263,229

Turlock North Valley Laboratory Replacement Project EIR, Turlock, CA

California Department of General Services | Department of Food and Agriculture

Relevance: Demonstrates Montrose's familiarity with environmental issues in Turlock, as well as our expertise in CEQA review

Services: CEQA, mitigation monitoring, development of agricultural mitigation

Description: The California Animal Health and Food Safety (CAHFS) and California Department of Food and Agriculture (CDFA) are replacing the existing Turlock laboratory with a larger, full-service laboratory, office, and necropsy facility to provide comprehensive services related to animal health and performance, public health, and food safety in the northern San Joaquin Valley region. Montrose prepared an initial study, focused EIR, and two addenda to the EIR.

A major issue of the project involved the conversion of Important Farmland to non-agricultural uses. Montrose researched mitigation options, spoke with various agricultural agencies and groups, and proposed that CDFA commit to funding a permanent easement on unprotected Important Farmland near the project site.

Link to document: <https://ceqanet.opr.ca.gov/Project/2021020514>

Total Project Budget: \$610,913

State Streets Infrastructure Improvement Project, West Sacramento, CA

City of West Sacramento

Relevance: Demonstrates experience with CEQA review of urban projects, problem-solving skills, expertise in biological resources and built-environment resources

Services: CEQA, permitting, HCP coordination, construction monitoring

Description: The City of West Sacramento (City) proposed improvements to water and sanitary sewer infrastructure and existing pavement within the historic State Streets neighborhood. Many properties have well-established landscape trees, some of which had grown over or beneath the sidewalk and road and caused damage to pavement and/or pipelines.

Our approach evaluated impacts on heritage trees and potential noise impacts on neighbors. Construction monitoring was frequent and responsive, avoiding delays in



completion of the project. An architectural historian also reviewed background information for the neighborhood to determine whether it might be eligible for listing in the California Register of Historical Resources.

During construction, Montrose biologists conducted preconstruction surveys weekly or more frequently to keep up with the steady progress of construction activities through the neighborhood. Because of the density of residential development in the State Streets neighborhood, on-site monitoring was sometimes necessary to ensure that birds nesting in residents' yards were not disturbed by nearby activities.

Link to document:

<https://www.cityofwestsacramento.org/home/showpublisheddocument/9555/637085478847870000>



Total Project Budget: \$120,995

Environmental Services Retainer Agreement, *California*

California Department of General Services, Real Estate Services Division

Relevance:	Demonstrates quick-response performance and preparation of environmental documents for CEQA compliance for projects on a task-order basis.
Services:	CEQA, permitting, biological resources surveys/evaluation, cultural resources assessments, tribal coordination, project management
Description:	Montrose has led retainer contracts with the Real Estate Services Division (RESA) of the California Department of General Services (DGS) since 2016. Environmental analysis and CEQA compliance required for these projects include a full range of environmental, biological, and cultural resources investigations. The following recent projects illustrate the wide range of facilities and CEQA services we have supported. ▪ CHP Academy Drainage Channel Improvements Project ▪ Harney Rd Bridge Repair Permit Compliance ▪ Truckee Agricultural Inspection Station, IS/MND ▪ Alpaugh Water System Arsenic Treatment Project ▪ Sierra Linda Water Treatment Project, Special Status Plant Surveys ▪ Historic Resource Evaluation - Orientation Center for the Blind

Total On-call Budgets:

DGS Coastal (18945-C)	DGS On-Call II (#8358-C):	DGS On-Call I (3182978)
Contract Ceiling: \$5,000,000	Contract Ceiling: \$5,000,000	Contract Ceiling: \$2,810,000
Contract Spent: \$1,697,129	Contract Spent: \$2,159,314	Contract Spent: \$1,681,714
# of Task Orders 11	# of Task Orders: 37	# of Task Orders 38
Start & End Year 2021/2026	Start & End Year: 2018/2023	Start & End Year 2015/2020



On-Call for Biological and Broad Range Environmental Services, *Alameda County, CA*

Alameda County Flood Control and Water Conservation District

Relevance:	Demonstrates Montrose experience providing consulting services to a public works type agency, providing CEQA compliance, obtaining regulatory permits, and running multiple projects in parallel.
Services:	CEQA, permitting, technical studies, biological monitoring, project management
Description:	Alameda Creek Turnaround. Under Montrose's on-call contract with the District, this project reconstructs a vehicle turnaround on the Alameda Creek levee. Montrose is leading the environmental permitting process and CEQA compliance. Montrose prepared an IS/MND, biological assessment, mitigation and monitoring plan, US Army Corps of Engineers 408 letter, CWA 404 and 401 permit applications, F&GC 1600 Streambed Alteration Agreement, and BCDC permit application. Link to document: https://ceqanet.opr.ca.gov/2024090138
Total On-call Budget:	\$1,900,000

Vallecitos Channel Maintenance Project, *Alameda County, CA*

Alameda County Water District

Relevance:	Demonstrates experience providing project recommendations in repair and design, CEQA compliance, incidental take permits, monitoring, and reporting.
Services:	CEQA, permitting, biological resources surveys/evaluation, project management
Description:	The Vallecitos Channel in eastern Alameda County is a critical component of the District's water supply system. The Montrose team supported the District in developing a project to restore its designed conveyance capacity through vegetation and sediment management; bioengineering and bank stabilization treatments; rock slope protection; and repair of concrete drop structures. Technical studies completed to support the project included geomorphic assessment and topographic survey; wetland delineation report; biological resources report; archaeological inventory report; channel alternatives report; biological assessment; CWA Section 404(b)(1) alternatives analysis; and habitat mitigation/monitoring plan. Montrose completed a CEQA MND, regulatory permit applications, and special status species rescue and relocation plans. In addition, project construction required an incidental take permit (ITP) and compensatory mitigation credit. Construction was completed in 2021, and Montrose will provide annual monitoring and reporting through 2032. Link to document: https://ceqanet.opr.ca.gov/Project/2021030428
Total Project Budget:	\$540,000



8.0 FEES

Montrose Environmental Solutions

2024 Billing Rates

Staff Labor Rates	
Classification	Hourly Rate
Principal	\$262
Director II	\$240
Director I	\$230
Senior Associate II	\$218
Senior Associate I	\$208
Associate II	\$200
Associate I	\$191
Analyst II	\$180
Analyst I	\$170
Surveyor	\$148
Technician II	\$136
Technician I	\$120
GIS Analyst/CAD Technician	\$153
Technical Editor	\$131
Publication Specialist	\$114
Administrative Assistant	\$114
Direct Expenses (10% markup; includes subconsultants)	
Item	Rate
Mileage	Current 2024 IRS Rate (\$0.655/mile)
Printing (in-house)	
- Black/white prints	\$0.15 per page
- Color prints	\$1.00 per page
- CDs (including label and envelope)	\$1.50 each
Equipment rental	
- GIS mapping	\$30/hour
- GPS unit or Auger	\$100.00/day
Outside vendors; including	At cost plus markup
- Equipment rentals	
- Document production and supplies	

Note: Rates are subject to revision on January 1 of each calendar year.

**EXHIBIT C
SERVICE REQUEST TEMPLATE**

SERVICE REQUEST NO. _____

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Geotechnical, Materials Testing, and Special Inspections Services ("Agreement") dated _____ between the City of Turlock ("City") and _____ ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific Geotechnical, Materials Testing, and Special Inspections Services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. _____. The cost for completion of the items of work shall not exceed _____ and no/100th Dollars (\$_____).
2. All work associated with this Service Request shall conform to the requirements of the Agreement and this addendum and shall be completed to the satisfaction of City within _____ months of the Notice to Proceed.
3. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

CONSULTANT

By: _____
William D. Morris, City Engineer

By: _____

Title: _____

Address: _____

Phone: _____

City Council Staff Report

December 10, 2024



From: Christopher Fisher, Municipal Services Director
Prepared by: Janine Lee, Associate Engineer
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Agreements with Associated Right of Way Services, Inc. of Walnut Creek, California (City Contract 2025-080) and Bender Rosenthal, Inc. of Sacramento, CA (City Contract 2025-79), in forms approved by the City Attorney, for On-Call Right-of-Way and Property Appraisal Services for RFQ No. 24-010, "RFQ for Right-of-Way and Property Appraisal Services", for three-year terms in amounts not to exceed \$150,000 per agreement to be funded by various G/L accounts to be determined relative to the various capital projects requiring these services

2. DISCUSSION OF ISSUE:

For the past two decades, the City has utilized on-call agreements for professional services to assist in the delivery of the City's Capital Improvement Program (CIP) projects. On-call agreements specify a maximum compensation amount and allow staff to request proposals and authorize work for various individual projects directly from retained consultants. Under an on-call agreement, either the City Engineer or Department Director are authorized to sign a "Service Request" document which details the consultant's scope and negotiated fee, and which authorizes the consultant to perform the specified work. On-call agreements provide valuable flexibility and efficiency to the City. Without an on-call agreement, each professional service would require separate agreements that would each require preparation of staff reports and memos, review cycles and timelines for contract execution, and submission and review of insurance documents.

The types of projects that may be authorized as a result of execution of on-call right-of-way and property appraisal services agreements include providing professional appraisal services, professional services related to acquisition of right of way, relocation analysis, communication with and transmittal of offer packages to private property owners, and third party review consultation related to documents prepared by the City or other consultants retained by the City.

All California local agencies are required to follow Government Code Sec. 4526 which outlines the basic requirements for a Qualifications Based Selection (QBS) for professional services. The requirements require that the City's professional consultants *"...are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public agencies."* The City's procedures for procuring services are codified in the Turlock Municipal Code Section 2-7-08. Staff solicited statements of qualification from interested firms as part of RFQ No. 24-010, "RFQ for On-Call Right-of-Way and Property Appraisal Services." This process included preparation and advertisement of a Request for Qualifications (RFQ) document outlining the scope of services, standard terms of the City's agreement, and the evaluation and selection criteria that the review committee would utilize to score and rank statements of

qualification. The RFQ was advertised in the newspaper and on the City's website.

On October 8, 2024, City staff received seven (7) proposals in response to the advertised RFQ. The City received proposals from the following firms:

1. Associated Right of Way Services, Inc. (ARWS)
2. Bender Rosenthal, Inc. (BRI)
3. Cushman & Wakefield
4. Dokken Engineering
5. Granite Appraisal Group
6. Paragon Partners Consultants, Inc.
7. Universal Field Services, Inc.

An evaluation committee consisting of three City employees scored and ranked proposals based on the criteria listed in the RFQ. As a result of the evaluation, City staff is recommending approval of an agreement for the two highest ranking firms, ARWS and BRI. These firms met all the minimum RFQ requirements, excelled in their ability to communicate how they could meet the needs of the City in providing such services, and are being recommended by staff for execution of on-call agreements.

Staff recommend the selection of two (2) firms, rather than a single firm, for several reasons, including:

1. Staff seek to minimize the potential negative impact on project progress during busy construction periods, as a single firm may experience high workloads that affect their ability to respond promptly, and
2. Staff seek to maintain a competitive value for services between the two firms who will be aware of their competitor's retainer agreement with the City as well.

3. BASIS OF RECOMMENDATION:

- A. Pursuant to the Turlock Municipal Code Section 2-7-08, City Council approval is required for agreements for professional services exceeding \$100,000.
- B. On-call right-of-way and property appraisal services agreements will provide valuable flexibility and efficiency to the City and allow the City Engineer or Department Director to authorize professional work on individual projects without having to enter into separate contracts for each task.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Each agreement specifies that the maximum compensation made to each consultant shall not exceed \$150,000 in the three-year term.

City staff perform project-level budget analysis when preparing requests for approval of an award of bid. When checkpoints in each capital project occur, such as an award of bid or notice of completion, the project's projected and/or actual budget information is brought to Council. The right-of-way and property appraisal services provided by the aforementioned

two consultants will be included in that budget information.

No budget appropriation is required in order to approve the on-call agreements.

Compensation for professional work completed under the on-call agreement will be made from the general ledger accounts identified for each individual city project requiring these services.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action does not meet the definition of a “project” subject to CEQA in accordance with Section 15378 of the CEQA Guidelines. Each project that each consultant is working on will have it's own CEQA analysis done at that time.

8. ALTERNATIVES:

- A. Council could reject the award of both consultant agreements. Staff does not recommend this alternative due to the fact that right-of-way and property appraisal services are necessary for many projects that the City has an interest in and having multiple on-call agreements provides increased competition and accountability for each of the selected firms.
- B. Council could reject the award of one consultant agreement, while approving an agreement with the other consultant. Staff does not recommend this alternative because the selected consultant may be unavailable at times due to various reasons, which could cause delays and affect project delivery.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. City Contract 2025-079 with Bender Rosenthal, Inc.
- 3. City Contract 2025-080 with Associated Right of Way Services, Inc.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING }
AGREEMENTS WITH ASSOCIATED RIGHT }
OF WAY SERVICES, INC. OF WALNUT }
CREEK, CALIFORNIA (CITY CONTRACT }
2025-080) AND BENDER ROSENTHAL, INC. }
OF SACRAMENTO, CA (CITY CONTRACT }
2025-79), IN FORMS APPROVED BY THE }
CITY ATTORNEY, FOR ON-CALL RIGHT-OF- }
WAY AND PROPERTY APPRAISAL }
SERVICES FOR RFQ NO. 24-010, "RFQ FOR }
RIGHT-OF-WAY AND PROPERTY }
APPRAISAL SERVICES", FOR THREE-YEAR }
TERMS IN AMOUNTS NOT TO EXCEED }
\$150,000 PER AGREEMENT TO BE FUNDED }
BY VARIOUS G/L ACCOUNTS TO BE }
DETERMINED RELATIVE TO THE VARIOUS }
CAPITAL PROJECTS REQUIRING THESE }
SERVICES }**

RESOLUTION NO. 2024-

WHEREAS, the City has utilized on-call agreements for professional services to assist in the delivery of the City’s Capital Improvement Program (CIP) projects when services are not readily available through other consultants or City staff; and

WHEREAS, on-call agreements provide valuable flexibility and efficiency to the City as it limits the administrative time and cost associated with entering into separate agreements for each task that would otherwise require preparation of staff reports and memos, review cycles and timelines for contract execution, and submission and review of insurance documents; and

WHEREAS, the type of projects that may be authorized as a result of execution of on-call right-of-way and property appraisal services agreements include providing professional appraisal services, professional services related to acquisition of right of way, relocation analysis, communication with and transmittal of offer packages to private property owners, and third-party review consultation related to documents prepared by the City or other consultants retained by the City; and

WHEREAS, Staff solicited statements of qualification from interested firms as part of RFQ No. 24-010, “RFQ for Right-of-Way and Property Appraisal Services” and advertised the RFQ in the newspaper and on the City’s website; and

WHEREAS, an evaluation committee consisting of three City employees scored and ranked proposals based on the criteria listed in the RFQ, resulting in a recommendation to award an on-call agreement to the two highest ranking firms; and

WHEREAS, compensation for professional work completed under these on-call agreements will be made from the general ledger accounts identified for each individual city project requiring these services; and

WHEREAS, this action does not meet the definition of a “project” subject to CEQA in accordance with Section 15378 of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Agreements with Associated Right of Way Services, Inc. of Walnut Creek, California (City Contract 2025-080) and Bender Rosenthal, Inc. of Sacramento, CA (City Contract 2025-79), in forms approved by the City Attorney, for On-Call Right-of-Way and Property Appraisal Services for RFQ No. 24-010, "RFQ for Right-of-Way and Property Appraisal Services", for three-year terms in amounts not to exceed \$150,000 per agreement to be funded by various G/L accounts to be determined relative to the various capital projects requiring these services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2024, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
BENDER ROSENTHAL, INC.
for
ON-CALL RIGHT-OF-WAY AND PROPERTY APPRAISAL SERVICES**

City Contract No. 2025-079

THIS ON-CALL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and BENDER ROSENTHAL, INC., a California corporation (“Professional”), on this 10th day of December 2024 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the On-Call Right-of-Way and Property Appraisal Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services which are shown in Exhibit A (Request for Qualifications) and in Exhibit B (Statement of Qualifications) attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in Exhibit B (“Statement of Qualifications”).

D. The Parties anticipate that Professional shall provide Services for one or more Capital Improvement Program (CIP) projects as determined through creation of individual Service Request(s). The Service Request(s) shall identify the project-specific scope, maximum compensation, and schedule (“Completion Schedule”) for providing the Services. The Service

Request(s) shall be made effective upon signature and execution by either the City Engineer or the Municipal Services Director and the Professional. A blank template of the Service Request is provided in Exhibit C.

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

AGREEMENT

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

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 10th day of December 2027 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

4. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

5. Work.

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

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

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

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

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

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed One Hundred Fifty Thousand and No/100ths Dollars (\$150,000.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

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

6.4. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any

Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

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

8. Time of Performance. Professional warrants that it will commence performance of the Services upon issuance of the Notice to Proceed from the City for each Service Request. . The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. [Intentionally Omitted]

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

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

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

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

12.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other

matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

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

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

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

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

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

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

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

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

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

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

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

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

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

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

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

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the

insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnifications.

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

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

28. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special,

consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

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

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

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

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

If to City:

**City of Turlock
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
Turlock, California 95380**

With courtesy copies to:

**City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456**

If to Professional:

**Bender Rosenthal, Inc.
Attn: Renee Baur
2825 Watt Ave. Suite 20
Sacramento, California 95821**

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

Janine Lee
Associate Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-6035
E-mail: jlee@turlock.ca.us

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

35. Use of City Project Number. [Intentionally Omitted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

51. Attorney's Fees and Costs. If any action at law or in equity not resolved pursuant to the "Arbitration of Disputes" section of this Agreement, including action for declaratory relief, is

brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

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

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

[Signatures on Following Page]

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

PROFESSIONAL

Bender Rosenthal, Inc., a California corporation,

By: 

Print Name: Renee Baur

Title: CEO

Date 11/19/2024

CITY OF TURLOCK, a California municipal corporation

By: _____
Reagan M. Wilson, 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



REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-010
FOR
On-Call Agreement for
Right-of-Way and Property Appraisal Services

RFQ ISSUED: 9/6/24
BIDS DUE: 10/9/2024 3:00 PM

BID SUBMITALS TO:
CITY OF TURLOCK
ATTN: PURCHASING
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380

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INTRODUCTION

The City of Turlock (hereinafter referred to as the “City”) is requesting proposals for qualified firms to provide professional right-of-way and property appraisal services upon request from the City of Turlock on an “as needed” basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

BACKGROUND

The City of Turlock maintains several different types of professional on-call agreements for use on an “as needed” basis. The on-call agreement allows City staff to request services from a retained firm (“Consultant”) on an individual project basis as the need arises. Prior to any work completed under the on-call agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the on-call agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the City reserves the right to seek and retain said services through other means or contractors.

RFQ TIMELINE

This RFQ will be governed by the following schedule:

- ❖ RFQ Issued: 9/7/2024
- ❖ Proposals Due: 10/9/2024 3:00PM
- ❖ City Council Approval of Agreement: 11/12/2024

*All dates are subject to change at the discretion of the City

QUESTIONS

Request for Information (RFI) should be directed to:

purchasing@turlock.ca.us

All questions must be in writing and received at least five (5) working days prior to the closing date for submittal of this Request for Qualifications (RFQ), to provide time for issuing and forwarding answers. The City will not be responsible for oral interpretations of the Request for Qualifications (RFQ).

SCOPE OF SERVICE

The City invites you to submit a proposal for professional right-of-way and property appraisal services. Consultant shall provide professional residential and commercial property appraisal services to the City of Turlock on an “as needed” basis. These properties may be full or partial acquisitions, rights of way, as well as residential or commercial properties that may be acquired through eminent domain. These services shall comply with standard industry appraisal requirements, as well as federal acquisition requirements as outlined in 49 CFR Part 24.

The scope of work includes, but is not limited to, the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City’s properties and/or structures;
2. Possession of an active and valid general license issued by the Department of Consumer Affairs –Bureau of Real Estate Appraisers (BREA).
3. Appraisal and appraisal review of properties funded by multiple funding sources; and in accordance with the jurisdictional standards set by the funding source such as the Uniform Act and the Caltrans Right of Way Manual.
4. Appraisal services that conform to eminent domain protocols;
5. Activities related to acquisition of rights of way and relocation analysis and assistance.
6. Requested services may involve any one, or a combination of, the following Professional Service areas:
 - a. Review the City’s requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
 - b. Assist the City’s Engineering Division with presentations and/or recommendations to the City staff or Administration;
 - c. Provide professional appraisal services;
 - d. Communication with and transmittal of offer packages to private property owners;
 - e. Third party review consultation related to documents prepared by the City or other consultants retained by the City.

In addition, the City may elect to have the Consultant act as “Contract Manager,” as defined in Chapter 13 of the Caltrans Local Assistance Procedures Manual (LAPM), for one or more projects throughout the life of this agreement. If this election is made the Consultant would be responsible for the following:

1. Performing a functional review for each right-of-way activity;
2. Approving and coordinating all consultant activities;
3. Approving requests for payment (after completion of work);
4. Preparing interim/final contract completion reports and performance evaluations.

REQUEST FOR QUALIFICATIONS GUIDELINES

The City requires each Consultant to submit a qualifications statement clearly addressing all of the requirements outlined in the RFQ. The qualifications statement shall be limited to 20 pages. The cover page, table of contents, and divider tabs will not be counted towards the page limit. The qualifications statement must include a minimum of three (3) recent or current client references, which include the name, address, and telephone number of each reference. Resumes and examples of deliverables may be included, provided they are located in an appendix to the qualifications statement, which will not count toward the page limit. The Consultant may submit a qualifications statement organized according to his/her preference, provided that it be clear and concise.

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional right-of-way and appraisal services. Each qualifications statement must contain a statement of qualifications that includes the following information:

1. General Information – Provide the name, address, Unique Entity Identifier for SAM.gov and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work (i.e. copies of California State Appraiser Licenses and Certificates);
2. Background – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience. Use of a resume attachment is acceptable;
3. Services and History– Provide a list of available services as well as a listing and description of work completed. Describe experience working within the Northern California real estate market in general and the Turlock real estate market in particular;
4. Response Time – Description of individual or firm's resources that allow for a timely delivery of services, including the names and qualifications of the firm's staff that will be working with the City of Turlock. This section should include a description of the firm or individual's access to and use of computerized databases as a means of reducing costs and insuring timely delivery of services. Include the expected length of time from the time the service is requested to the delivery of the completed appraisal;
5. Public Agencies – Include narrative description of experience with public agencies, if any;
6. References – Provide three or more references that can supply information on the quality of your services during the past two years. In addition, provide at least three samples of work, with confidential information redacted, of such services to be reviewed for form, clarity, and thoroughness.

7. Fees – Provide a fee schedule in a separately sealed envelope. The fee schedule shall include the titles and hourly rates of staff. This information will be used as a basis of negotiation of compensation for the on-call agreement.

ASSUMPTIONS

The City Council is the only entity authorized to award an on-call agreement for professional right-of-way and property appraisal services. The City reserves the right to enter into agreements with multiple consultants.

The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

PROCESS FOR SUBMITTING PROPOSALS

Sealed statements of qualifications shall be submitted to the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3 PM on Wednesday, October 9, 2024. No late submittals will be accepted. Proposers shall submit one original and one electronic copy (via USB drive) of requested documents.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all qualifications statements and/or terminate this RFQ process at any time, for any reason, without notice and with no obligations.

EVALUATION AND SELECTION PROCESS

Qualifications statements will first be screened to ensure responsiveness to the RFQ. The City may reject as non-responsive any qualifications statement that does not include the information required to be submitted by this RFQ. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their qualifications statements.

A committee will review and score all responsive written qualifications statements based upon the evaluation criteria set forth below. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a qualifications statement, and seek and review any other information deemed pertinent to the evaluation process. Qualifications statements will be reviewed by the Committee and evaluated to determine which qualifications statement best meets the criteria of the RFQ. The criteria are as follows:

Evaluation Criteria Category	Points Possible	Points Awarded
Professional Experience	30	
Qualifications of Staff	25	
Demonstrated Technical Ability	25	
Experience with Public Work Projects	20	
Total Points	100	

Please note that this RFQ pertains to professional right-of-way and property appraisal services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms.

The City may hold interviews with any Consultant submitting a qualifications statement under this solicitation. These interviews will be held solely at the discretion of the City and after the qualifications statement scoring process. The intent of the City is to hold interviews only with top-scoring Consultants based on the selection process. The interviews would be attended by representatives of the City as well as the Consultant's principal and licensed professional staff in responsible charge of the work. The interviews would be used to gain further insight into the Consultant's capabilities for the purpose of making a recommendation for award of an agreement.

Following conclusion of the evaluation process, the Committee will score all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award. City staff shall notify the selected Consultant(s) of the final approval of the agreement by the City Council. Once submitted, all qualifications statements become public records and subject to disclosure, either in part or in whole, under the California Public Records Act.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

EXPARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with City Council members about this RFQ. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFQ Facilitator, regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, suppliers and agents, any subcontractors or suppliers listed in the Proposer's qualifications statement, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

A. Amendments

The City reserves the right to amend or supplement this RFQ prior to the qualifications statement due date.

B. Cost for Preparing Qualifications Statement

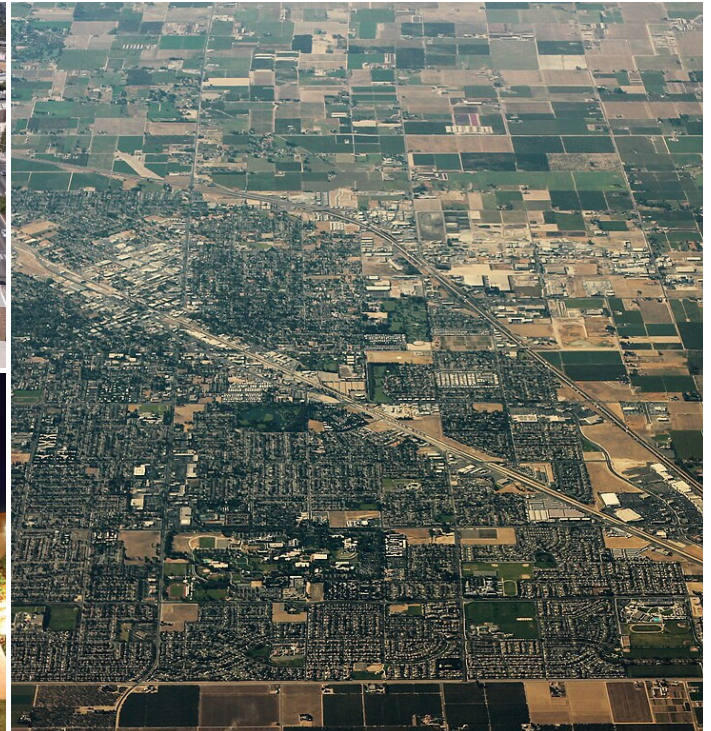
The cost for developing the qualifications statement is the sole responsibility of the Proposer. All qualifications statements submitted become the property of the City.

C. Agreement

A copy of the City's standard on-call agreement is attached hereto. Please be advised the following provisions of the City's agreement are non-negotiable:

- ❖ Indemnification
- ❖ All insurance terms
- ❖ Termination
- ❖ Ownership/Use of Contract Materials and Products
- ❖ Disputes
- ❖ Governing Law

If an agreement cannot be reached, negotiations with an alternate vendor may commence.



QUALIFICATIONS FOR

ON-CALL AGREEMENT FOR RIGHT OF WAY & PROPERTY APPRAISAL SERVICES

OCTOBER 9, 2024

CITY OF TURLOCK

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APPENDIX

RESUMES

LICENSES

SAMPLE APPRAISAL REPORTS

I. GENERAL INFORMATION

FIRM INFORMATION

Name: Bender Rosenthal Incorporated (BRI)
Address: 2825 Watt Ave, Suite 200, Sacramento, CA 95821
Phone Number: (916) 978-4900

AUTHORIZED NEGOTIATOR

Renee Baur, PMP, CA Real Estate Broker
Chief Executive Officer
r.baur@benderrosenthal.com
(916) 978-4900 x 2005

CERTIFICATIONS & REGISTRATIONS

Certified Small Business Enterprise (SBE) – 48014
Certified Woman Business Enterprise (WBE) – 7CN0001
DIR Registration – 1000020455
SAM Unique Entity Identifier (UEI) - YX7GQW84JBT5

LICENSES

We have provided a table of staff licenses below. Copies of licenses can be found in the Appendix of this proposal, beginning after page 13.

Type of License/Accreditation	License #	Expiration Date	Staff Name
CA Real Estate Broker	01930277	1/15/2028	Renee Baur
Project Management Professional	1879634	12/10/2024	Renee Baur
CA Certified General Appraiser	AG 23713	7/1/2025	David Wraa
MAI Member - Appraisal Institute	N/A	N/A	David Wraa
AI-GRS Member - Appraisal Institute	N/A	N/A	David Wraa
Accredited Rural Appraiser	42210	N/A	David Wraa
CA Real Estate Broker	00922802	7/25/2026	Ward Willett
CA Real Estate Broker	00806015	1/30/2026	Peter Feild
CA Certified General Appraiser	AG 3011366	5/11/2025	Lawrence Clark
CA Certified General Appraiser	AG 3005070	1/21/2026	Angela Hernandez
MAI Member - Appraisal Institute	N/A	N/A	Angela Hernandez
Right of Way - Appraisal Certified	N/A	8/4/2028	Angela Hernandez
AI-GRS Member - Appraisal Institute	N/A	N/A	Angela Hernandez
CA Certified General Appraiser	AG 3024669	12/26/2025	David Houghton
MAI Member - Appraisal Institute	N/A	N/A	David Houghton
CA Certified General Appraiser	AG 3006441	4/28/2025	Tom Leonard

I. GENERAL INFORMATION

CA Certified General Appraiser	AG 044782	4/21/2025	Rebecca Frederick
Project Management Professional	1891083	1/5/2025	Nicole Cornell
CA Real Estate Salesperson	02209006	3/20/2027	Nicole Cornell
CA Real Estate Salesperson	01851676	9/13/2028	Angela Lambdin
CA Real Estate Salesperson	02030753	6/26/2025	Natalie Miranda
CA Real Estate Salesperson	02017612	6/25/2027	Taylor Newell
CA Real Estate Salesperson	0224122	5/22/2028	Rob Oller
CA Real Estate Salesperson	02031599	12/26/2025	Lucas Smith
CA Real Estate Salesperson	02070965	10/28/2026	Vivian Thompson
CA Real Estate Salesperson	01974559	6/22/2027	Teri Schuessler
Notary Public	2412824	8/13/2026	Lucas Smith
Senior Right of Way Agent SR/WA	7255	9/1/2027	Teri Schuessler

2. BACKGROUND

FIRM PROFILE

Bender Rosenthal Inc. (BRI) is a California S Corporation, Certified Small Business Enterprise (SBE) and Certified Woman Business Enterprise (WBE) that specializes in right of way project management and planning, real estate appraisal, real property acquisition and land services. With a deep bench of professionals spread over those disciplines and over twenty-seven (27) years of service delivery for public sector clients, BRI has set the industry standard in delivering right of way services. Proven cost management and fiscal responsibility, paired with our federally funded and Caltrans experience has resulted in quick approvals and project certification.



BRI has provided right of way services to over 125 public sector clients in the transportation, flood and utility industries within the last five (5) years. Through our experience, we have developed exceptional working relationships with the local agencies, and we are a strong, stable firm with the staffing capability to deliver all services required by the City of Turlock (City). Furthermore, BRI is proud to be an employee-owned and operated company. This ownership structure allows for the BRI staff to have an important say in who manages us and how profits align with values. This sense of ownership translates to a higher level of efficiency in project delivery and a genuine passion for wanting to get it right—for the property owner, the project, and most importantly, our clients.

Specifically, within the last two years, BRI has focused on internal process improvements to expedite appraisal delivery and streamline the acquisition process. ***These efforts have already returned dividends to our clients by leading to improved settlement rates, accelerated project delivery, and significant cost savings.***

2. BACKGROUND

STAFF EXPERIENCE

In addition to the qualifications of key personnel provided in Section 4 Response Time, resumes for proposed staff have been provided in the Appendix of this proposal, beginning after page 13.

3. SERVICES & HISTORY

LIST OF SERVICES

RIGHT OF WAY PROJECT MANAGEMENT

- Project Budgeting, Scheduling and Risk Analysis
- Caltrans Right of Way Certification

RIGHT OF WAY PLANNING SERVICES

- Preliminary Right of Way Data Sheets
- Right of Way Budget Estimates
- Design Engineering Document Reviews
- Value Analysis

APPRAISAL SERVICES

- Appraisal Reports
- Independent Appraisal Reviews (Subconsultant, Sierra West Valuation)
- Condemnation Appraisals
- Title Insurance Claims
- Affordable Housing Appraisals

ACQUISITION, TITLE, & ESCROW SERVICES

- Negotiations for Permanent Acquisitions and Temporary Construction Easements
- Property Agreements
- Possession and Use Agreements
- Permits to Enter/Rights of Entry
- Title Report Review
- Escrow Support including review and clearance of title exceptions
- Excess Land negotiations

LAND SERVICES

- Parcel and Ownership Research
- Determination of Rights
- Permitting
- On-Site Support
- Environmental Support
- Records Management

OTHER SPECIALTY SERVICES

- Condemnation Support
- Expert Witness Testimony
- Right of Way Workshops/Presentations
- Railroad Coordination

TITLE & ESCROW SERVICES – SUBCONSULTANT, FIRST AMERICAN TITLE COMPANY

- Preliminary Title Reports with hyperlink Title Exceptions
- Preliminary Title Report Updates
- Title Policies of Insurance
- Escrow Services
- Recording Services
- Street Searches/Miscellaneous Property/Document Searches
- Litigation Guarantees
- Chain of Title Guarantees

3. SERVICES & HISTORY

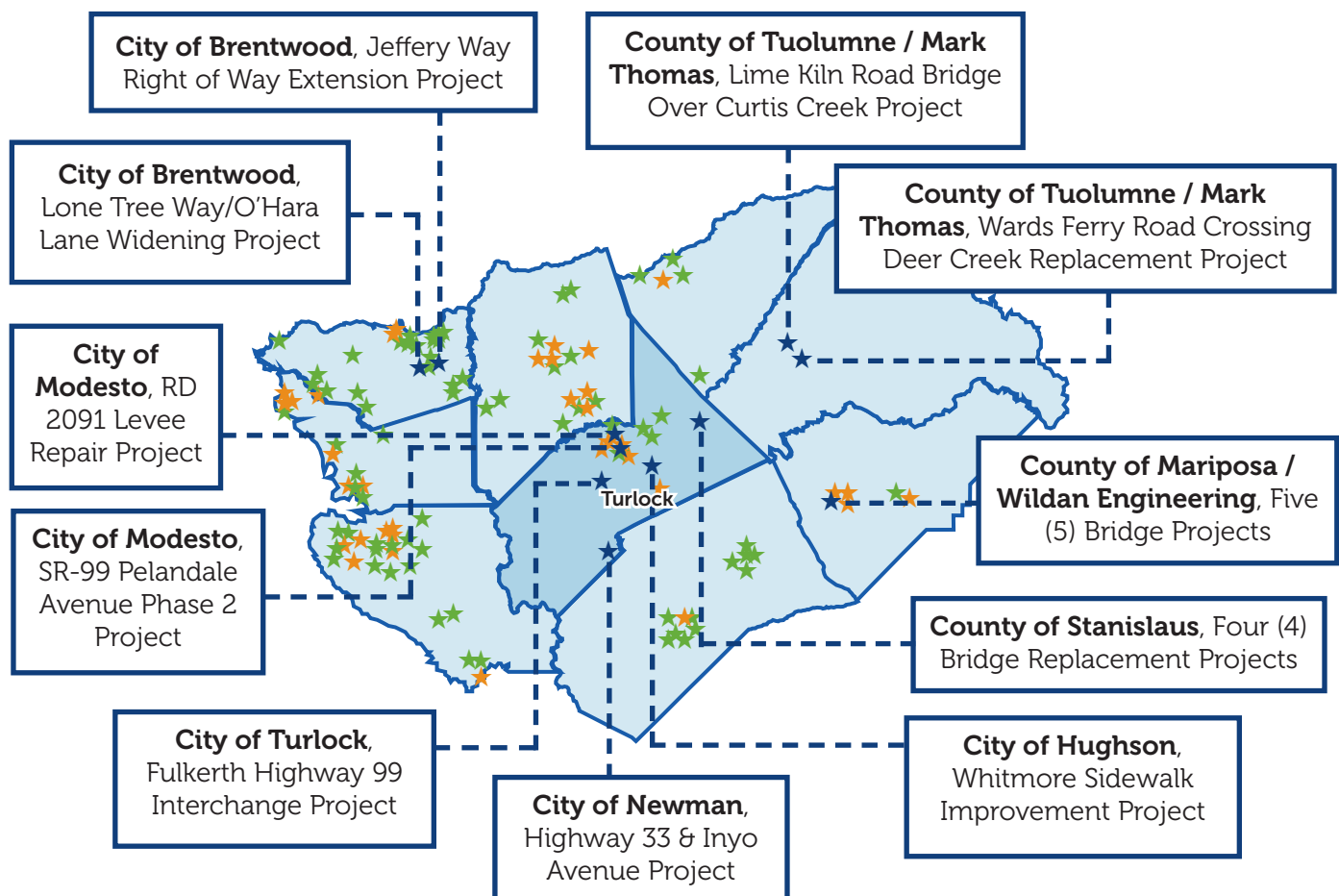
REGIONAL EXPERIENCE

BRI has completed over 250 on-call task orders, appraisal assignments and right of way projects in and around Stanislaus County within the last three (3) years. By working locally, BRI is familiar with the unique politics of the landowners and understand the demographics and specific issues surrounding appraising and acquiring properties in the immediate project area. BRI has worked on numerous local projects in the last decade, including for the City of Turlock on the Fulkerth & Highway 99 Interchange Project, in addition to the City of Hughson Whitmore Sidewalk Improvement Project and the City of Modesto RD 2091 Levee Repair Project. *We will leverage our intimate understanding of the project area to provide solutions and project deliverables that exceed the City's expectations.*

We have provided a map demonstrating our experience providing similar services in the region.

SELECTED REGIONAL PROJECTS

- ★ Appraisal Assignment
- ★ Right of Way Project
- ★ Selected Project/Client



4. RESPONSE TIME

TECHNOLOGY RESOURCES

BRI is committed to providing excellence in real estate services. Part of that commitment includes leveraging our resources to provide value and efficiency to our clients. BRI possesses all necessary in-house technological resources to provide the City with comprehensive real estate valuation and appraisal services.

Below is a list of data services utilized by BRI:

- Valcre
- DataTree
- Landvision
- FirstAm IgniteRE
- Costar
- Various MLS sites
- FEMA databases
- Metrolist
- Loopnet
- California County and City GIS databases
- Appraisal Institute Lum Library
- American Society for Farm Managers and Rural Appraisers Resources
- USDA soil reporting
- Lexis Nexis

Furthermore, depending on the size of the project, the control system utilized can be as simple as a spreadsheet, or as complex as a database system such as Microsoft SharePoint. We possess the capability to monitor and update milestones for each project/parcel via BRI's project database management system in conjunction with the City's internal system to help manage the project budget and schedule.

RESPONSE TIME, AVAILABILITY & RELIABILITY



BUDGET & COST CONTROL: For any project, BRI will closely monitor the scope of work, quality of deliverables, quantity of change requests, and completed and forecasted project milestones to accurately determine the overall cost variance, and if necessary, take corrective action. Budgets are managed by tasks and at parcel/property owner levels. These reviews will identify work performed outside the parameters of the initial scope and isolate any trends that were not previously anticipated.



RESOURCES & SCHEDULE: BRI will work with the City and the project development team to produce and maintain a parcel by parcel schedule to integrate into the overall project schedule. BRI staff can be efficiently added, replaced, or reassigned, at the City's discretion throughout the lifecycle of any given project. Schedule slippage for project tasks outside BRI's control will be brought to the City's attention immediately.



STAFF COUNTS

7 California Certified General Real Estate Appraisers
9 Licensed CA Real Estate Salespersons
3 CA Real Estate Brokers
2 Project Management Professionals (PMP)
4 MAI designated Appraisers
2 AI-GRS designations
1 ARA designation
1 R/W-AC designation
1 SRA designation
9 Appraisal Research Analysts
3 Senior Land Agents
3 Land Agents

4. RESPONSE TIME



RESPONSIVENESS & PROGRESS REPORTING: BRI will conduct weekly or bi-weekly meetings with the City to discuss progress. BRI will treat every assignment and project inquiry with timely responses and prompt follow-ups, even if we are unable to provide a complete answer immediately. To promote ongoing communication regarding key milestones or project obstacles, BRI will ensure that a single path of information transmission is established between the team members.



QUALITY ASSURANCE & CONTROL: Our Quality Assurance/Quality Control Program will start with constantly updated project information, reviewed master document formatting, and centralized document preparation. Before any document is released to the City for approval, it will have undergone a quality check by a senior professional not responsible for the work. BRI will ensure that all right of way services will be provided in accordance with all applicable laws, regulations, and standards.



TIMELY DELIVERY: BRI is very proud of our record in delivering projects on time and on, or under, budget. BRI will provide the City with project updates and recommendations for any procedural improvements that may streamline activities by avoiding potential long-lead situations. With innovative, project-specific solutions and a propensity for listening to property owners, we have effectively reduced the need for condemnation and more quickly reached settlements, saving our clients time and money, often despite aggressive schedule constraints.

PROJECT SCHEDULE

Appraisal reports will be delivered within four (4) to six (6) weeks, depending on the complexity of the assignment. Acquisition tasks will take place over the course of two (2) to six (6) months, depending on the size of the assignment.

APPRAISAL ACCELERANTS

Triage the appraisals by property type/use and assign each to the most appropriate appraiser to maximize efficiencies and provide consistent valuations. Having continuity of appraisal firms ensures consistent valuations which improves settlement rates.



Dedicated appraisal management work with the appraisers daily to help solve appraisal problems, provide additional guidance to research staff as well as write appraisal reports in order to ensure timely delivery.



Team of research staff working collaboratively to collect and confirm additional required market data at the onset of the project which assists the appraiser in expediting the delivery of appraisals.



Extensive comparable database in the project area.



Intimately become familiar with the property types being impacted given the large number of appraisals completed in the project area.



4. RESPONSE TIME

ACQUISITION ACCELERANTS



Early coordination with the property owners explaining the project and impacts to their parcels is a successful strategy we've implemented on larger projects. Our agents are always available to respond to Project questions, engendering trust and developing a rapport with the property owners.



Complete understanding of how the payment process works through the City. BRI escrow coordinators will develop working relationships with the appropriate team members in the City's finance department.



Early coordination with the engineering and project team to review the alignment and see if there is the option of potentially shifting of the alignment to avoid impacts to private property.



Ensure Purchase and Sale Agreements (PSA) have a possession clause that goes into effect when the PSA is signed by all parties. This allows construction of the project even if close of escrow that is delayed. The most likely cause of such a delay are lenders.



Streamline process for administrative settlements.

STAFFING RESOURCES & CAPABILITY

We approach every project the same—from a single parcel bridge rehabilitation to a large freeway interchange—because we recognize that every assignment is equally important to the City. With a veritable army of staff and efficient project management practices, we can meet any project schedule as it evolves. BRI can resource load to allow us to incorporate the required team, as needed, to adapt quickly to meet the needs of the City and ensure efficient project delivery.

BRI's staff has experience throughout California working on projects of all types. Delivery of large, complex projects is BRI's core competency. ***Our appraisal team has completed over 2,750 appraisals over the last five (5) years for hundreds of clients state-wide. Additionally, BRI has delivered over 200 appraisal reports and acquired over 220 property rights in and around Stanislaus County.*** BRI has also worked for numerous governmental agencies, private entities, and individuals and understands the unique requirements of commercial, residential, industrial, and vacant properties. Not only does BRI have the technical competence to provide right of way and appraisal services, but also the management experience to provide timely updates to each task order status.

All assigned key professional staff are properly licensed to practice in California. We have provided a summary of key staff qualifications beginning on the following page, followed by subconsultants, an organizational chart of the proposed project team and corresponding licensing and certifications. Resumes have been provided for key personnel in the Appendix.

4. RESPONSE TIME

KEY PERSONNEL

REBEKAH GREEN – PROJECT MANAGER **23 YEARS OF EXPERIENCE, 14 WITH BRI**

Having spent the last decade of her career working with various government agencies such as Caltrans, the Bureau of Reclamation, California Department of Water Resources and numerous local cities and counties, Rebekah brings to the table enthusiasm and a deep understanding of public works projects in California. Recognizing the unique political landscape involved with these projects, she coordinates the process between clients, escrow officers, agents and property owners with sensitivity and the due consideration necessary for a positive outcome. Rebekah is currently serving as the Right of Way Project Manager for the San Joaquin Area Flood Control Agency Lower San Joaquin River Levee Improvement Project and County of Tuolumne Wards Ferry Road Crossing Over Deer Creek Bridge Replacement Projects. As a project partner, Rebekah possesses not only sound judgment and technical expertise, but also the leadership and discipline that is required to effectively manage any City project.

- 14 years of experience with Federal and State right of way standards
- 23 multiple parcel projects completed in Stanislaus & surrounding counties

DAVID HOUGHTON, MAI – APPRAISAL MANAGER **18 YEARS OF EXPERIENCE, 10 WITH BRI**

David has seen it all when it comes to appraising property for public projects—he knows how it got there and what it is worth to the penny. He currently provides appraisal services for many property types and has experience in appraising improved owner-user and income-producing properties, as well as speculative land, development land, agricultural land, and residential estate properties. David always approaches an appraisal with the understanding that we are talking about someone's livelihood, putting a price on part of who they are, and he approaches that with all due brevity and integrity. Most recently, David is the Appraisal Manager and Lead Appraiser for the City of Brentwood Jeffery Way Right of Way Extension Project and the Caltrain Peninsula Corridor Electrification Project.

- 10 years of experience with Federal and State right of way standards
- 283 appraisal assignments completed in Stanislaus & surrounding counties

LUCAS SMITH, CA RE SALESPERSON – ACQUISITION MANAGER **8 YEARS OF EXPERIENCE, 8 WITH BRI**

Lucas is an excellent problem solver and gifted negotiator. His extensive experience ensures timely delivery of real estate. He has experience negotiating with private, public, governmental agencies and Railroads in order to acquire temporary and permanent rights, and coordinate relocation and removal of encroachments. Lucas has also obtained temporary construction easements and permitting on an accelerated timeline for over 150 projects in the last 5 years, spanning 38 counties.

BRI Principal in Charge and Contract Manager will be **Renee Baur, PMP, CA Real Estate Broker, Chief Executive Officer of BRI**. Renee's experience spans the state, having worked in all fifty-eight (58) California counties. With a sharp eye on efficiency and collaboration, Renee expertly coordinates across project stakeholders and manages resources to meet the needs of any project, no matter the schedule or deliverables. She is currently working on the County of San Joaquin Colonial Heights and Lincoln Village Watermain Upgrade Project and County of Tulare Avenue 280 Widening Project and is the Principal in Charge for the San Joaquin Area Flood Control Agency's Lower San Joaquin River Levee Improvement Project. She is also providing relocation assistance on the County of Sacramento Hazel Avenue/ Highway 50 Interchange Project.

4. RESPONSE TIME

Lucas' recent experience includes the San Joaquin Area Flood Control Agency Lower San Joaquin River Levee Improvement Project, the Delta Conveyance Design and Construction Authority Delta Conveyance Project and the City of Rancho Cordova Raymer Way Project.

- 8 years of experience with Federal and State right of way standards
- 16 multiple parcel projects completed in Stanislaus & surrounding counties

SUBCONSULTANTS

FIRST AMERICAN TITLE COMPANY – TITLE & ESCROW SERVICES

First American Title Company (First American) is a leading provider of title insurance, settlement services and risk solutions for real estate transactions that traces its heritage back to 1889. Many recent escrows have been multi-county transactions, bringing extensive, statewide Escrow knowledge and proficiency. First American consistently provides the most accurate information, developed with insight, and delivered with integrity. BRI and First American have been working together for more than ten (10) years. They often provide the most cost effective Preliminary Title Reports and swiftest escrows.

SIERRA WEST VALUATION, INC. (SIERRA WEST) — APPRAISAL REVIEW SERVICES

A California corporation and Certified Small Business, Sierra West Valuation, Inc. (Sierra West) is a real estate appraisal company with a concentration in the eminent domain field. The principal appraisers/review appraisers are Tim Landes, SR/WA, and Vicki Briggs, MAI, AI-GRS and together they have over 60 years of general appraisal experience and more than 50 years of preparation of appraisals and appraisal reviews for government-related acquisitions for public projects. Sierra West and BRI have been collaborating on complex appraisal projects for over eleven (11) years, and they have extensive experience with providing Caltrans compliant Appraisal Reviews.

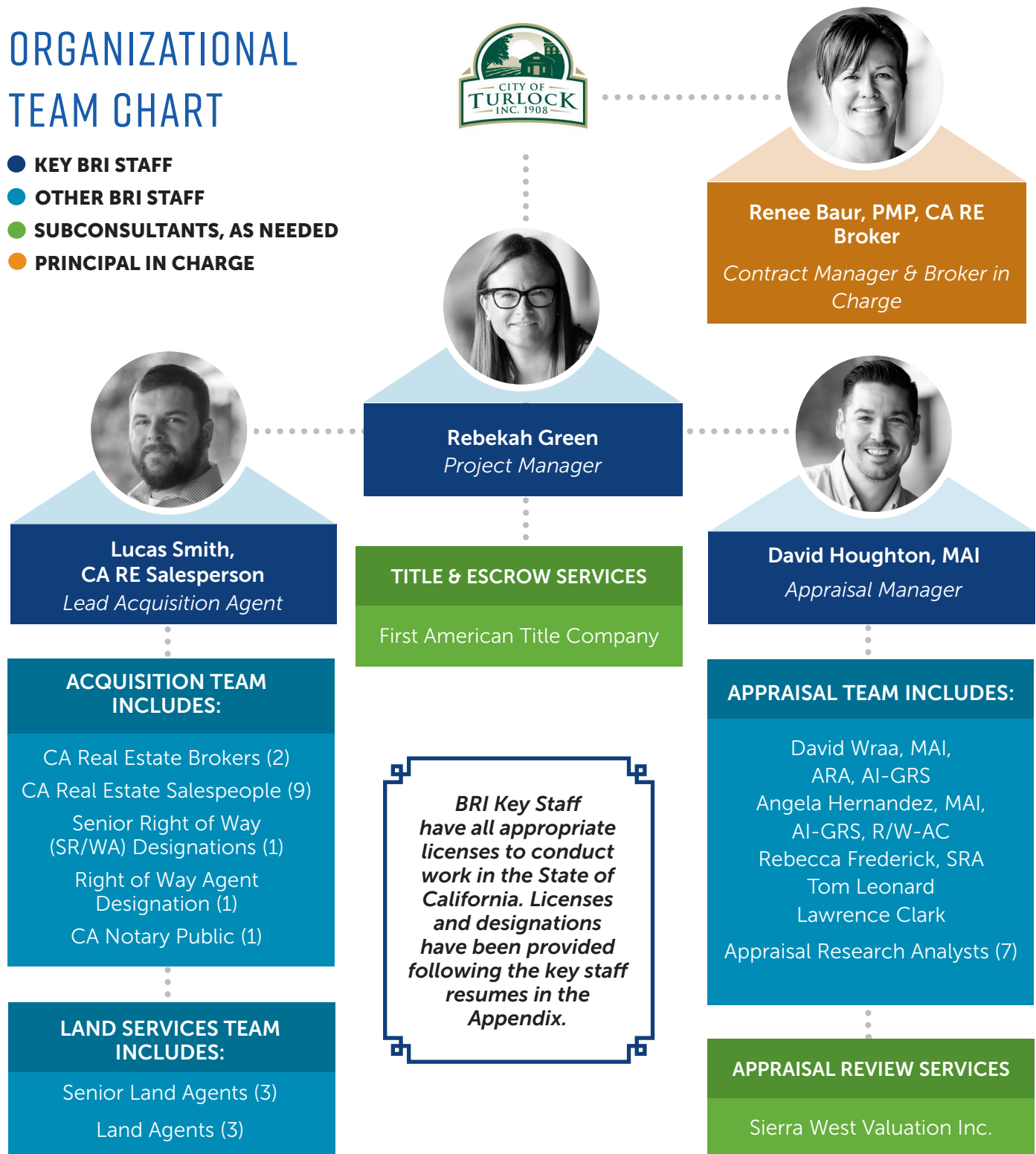
We have provided an organizational chart demonstrating working relationships of staff on the following page.

4. RESPONSE TIME

ORGANIZATIONAL

TEAM CHART

- **KEY BRI STAFF**
- **OTHER BRI STAFF**
- **SUBCONSULTANTS, AS NEEDED**
- **PRINCIPAL IN CHARGE**



5. PUBLIC AGENCIES

BRI's strengths include strong Federal and State agency experience, a large team of real estate professionals, and a management team that will ensure we are well positioned to meet all the City's service needs. We have summarized select representative projects and corresponding references to highlight similar services requested by the City. These projects illustrate the quality and past performance of the project team as well as BRI's ability to complete complex projects on budget and on schedule.

" I had the privilege of availing myself of several services offered by BRI for our recent projects, and I must express that *the team's expertise has been of immense value*. Competent project management skills are crucial for any project, and the *team managed to keep everything organized, on schedule, and within budget*. The team's comprehensive range of services along with their *unwavering commitment to excellence* has played a significant role in the success of our project. Therefore, I strongly recommend their services. **"**

Kelle Adair
Appraisal Senior Right of Way Agent
Department of Water Resources
Real Estate Branch, Appraisal Unit

REPRESENTATIVE PROJECT EXPERIENCE

COLONIAL HEIGHTS & LINCOLN VILLAGE WATER MAIN UPGRADE PROJECTS



CLIENT
San Joaquin County
Department of Public
Works

PROJECT DETAILS
2024 - Present

DESCRIPTION OF SERVICES
These two (2) water main upgrade projects will relocate service from the back to the front of the home at approximately 93 service connections in the Colonial Heights and 104 service connections in Lincoln Village. Both projects are funded through a Department of Water Resources Small Community Drought Relief Grant. BRI is providing acquisition support for this Project.

MILTON ROAD OVER HOODS CREEK BRIDGE REPLACEMENT PROJECT



CLIENT
County of Stanislaus /
Dokken Engineering

PROJECT DATES
2021; 2023 - Present

DESCRIPTION OF SERVICES
This project will replace the existing bridge with a two-lane bridge structure to provide improved safety and operations, as the existing structure was flagged as "Functionally Obsolete" by Caltrans. This project utilizes Federal Highway Administration (FHWA) funding. BRI is delivering full service right of way services as subconsultant on this Project.

5. PUBLIC AGENCIES

PIONEER AVENUE OVER LONE TREE BRIDGE REPLACEMENT PROJECT



CLIENT

County of Stanislaus /
Dokken Engineering

PROJECT DETAILS

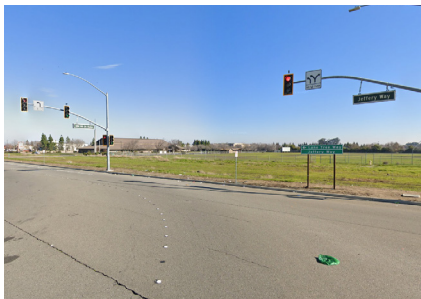
2021; 2023 - Present

DESCRIPTION OF SERVICES

This bridge replacement project will replace the existing structure with a cast-in-place, reinforced concrete bridge. As right of way subconsultant, BRI is providing full service right of way for four (4) parcels impacted by this project, which is utilizing Federal Highway Administration (FHWA) funding.



JEFFERY WAY RIGHT OF WAY EXTENSION PROJECT



CLIENT

City of Brentwood

PROJECT DETAILS

2023 - Present

DESCRIPTION OF SERVICES

This Project will extend the water main right of way currently running along the Jeffery Way alignment. BRI is providing the City with full-service right of way and title services on this Project, impacted five (5) parcels. This Project is one of multiple task orders under our on-call agreement.



AVENUE 280 WIDENING PROJECT PHASE 2



CLIENT

County of Tulare

PROJECT DETAILS

2022 - Present

DESCRIPTION OF SERVICES

The Project will widen the Avenue 280 corridor from Road 140 (Lovers Lane) to Road 160 (Virginia Avenue) between the cities of Visalia and Farmersville. The project will improve the level of service along the corridor and ease congestion. BRI is providing full service right of way, including relocations of both residential and commercial property owners.

6. REFERENCES

Below we have provided three (3) client references where similar services were provided in the last two (2) years. As requested, we have provided appraisal work samples in the Appendix of this proposal, beginning after page 13.

Edgar Medina, P.E., Senior Civil Engineer

City of Rancho Cordova
(916) 851-8907 | emedina@cityofranchocordova.org

BRI has held an On-Call Right of Way Services contract with the City of Rancho Cordova since 2014. We have completed over fifty (50) task orders, including the recent Elementary School Bicycle & Pedestrian Improvement Project.

Debra Galey, Senior Analyst

City of Brentwood
(925) 516-5177
dgaley@brentwoodca.gov

BRI has held an On-Call Right of Way Services Contract with the City of Brentwood since 2021. We have worked on several capital improvement projects and are currently completing the Jeffrey Way Extension Project.

Omar Al-Hindi, Executive Project Manager

San Joaquin Area Flood Control Agency
(209) 937-8525
omar.al-hindi@stocktonca.gov

BRI has been working with the San Joaquin Area Flood Control Agency since 2022 and we are currently working on various phases of the Lower San Joaquin River Flood Control Project.

7. FEES

As requested, fees have been provided in a separate sealed envelope.

FEES

Below, we have provided our hourly billing rates. We understand that work will be conducted on a task order basis and an individual proposal and maximum fee will be negotiated for each project. Furthermore, where applicable, BRI will propose utilizing a lump-sum fee structure, which we have found to provide valuable cost savings for numerous clients. Unit fees have been provided on the following page.

BRI 2024 HOURLY BILLING RATES

Principal Project Manager	\$250/hr.
Senior Project Manager	\$225/hr.
Project Manager	\$190/hr.
Assistant Project Manager	\$150/hr.
Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	\$220/hr.*
Designated Member (MAI/SRA/AI-GRS/ARA)	\$195/hr.*
Senior Appraiser	\$175/hr.
Appraiser	\$150/hr.
Senior Right of Way Specialist	\$175/hr.
Senior Acquisition Agent	\$150/hr.
Acquisition Agent	\$120/hr.
Senior Project Coordinator	\$135/hr.
Project Coordinator	\$100/hr.
Senior Land Agent	\$125/hr.
Land Agent	\$100/hr.
Researcher	\$ 90/hr.
Administrative Support III	\$ 85/hr.
Administrative Support II	\$ 70/hr.
Administrative Support I	\$ 50/hr.

***NOTE:** For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is \$450.

Rates are valid January 1, 2024 through December 31, 2024.

Valuation Services, including appraisals, appraisal reviews, and waiver valuations will be billed as lump sum services with the fee determined upon receipt of the scope of work.

Subconsultant Invoices will be marked up by 5% for processing services.

Mileage/Postage at cost.

FEES

APPRAISAL UNIT FEES - INCLUDES ALL ODC	
Item Description	Cost
Single Family Property	
Non-Complex Appraisal – Full Acquisition of a Single Family Property	\$4,000
Non-Complex Appraisal – Partial Acquisition of a Single Family Property	\$4,500
Complex Appraisal – Full Acquisition of a Single Family Property	\$4,500
Complex Appraisal – Partial Acquisition of a Single Family Property	\$5,800
Multi Family Property	
Non-Complex Appraisal – Full Acquisition of a Multi Family Property	\$4,500
Non-Complex Appraisal – Partial Acquisition of a Multi Family Property	\$5,000
Complex Appraisal – Full Acquisition of a Multi Family Property	\$5,000
Complex Appraisal – Partial Acquisition of a Multi Family Property	\$6,000
Commercial Property	
Non-Complex Appraisal – Full Acquisition of a Commercial Property	\$4,550
Non-Complex Appraisal – Partial Acquisition of a Commercial Property	\$4,750
Complex Appraisal – Full Acquisition of a Commercial Property	\$5,000
Complex Appraisal – Partial Acquisition of a Commercial Property	\$5,300
Industrial Property	
Non-Complex Appraisal – Full Acquisition of an Industrial Property	\$4,550
Non-Complex Appraisal – Partial Acquisition of an Industrial Property	\$4,750
Complex Appraisal – Full Acquisition of an Industrial Property	\$5,000
Complex Appraisal – Partial Acquisition of an Industrial Property	\$5,300
Agricultural Land	
Non-Complex Appraisal – Full Acquisition of Agricultural Land	\$4,000
Non-Complex Appraisal – Partial Acquisition of Agricultural Land	\$4,300
Complex Appraisal – Full Acquisition of Agricultural Land	\$4,500
Complex Appraisal – Partial Acquisition of Agricultural Land	\$4,700
Vacant Property	
Non-Complex Appraisal – Full Acquisition of a Vacant Property	\$3,200
Non-Complex Appraisal – Partial Acquisition of a Vacant Property	\$3,500
Complex Appraisal – Full Acquisition of a Vacant Property	\$3,700
Complex Appraisal – Partial Acquisition of a Vacant Property	\$4,000
Special Use Property	
Non-Complex Appraisal – Full Acquisition of a Special Use Property	\$5,000
Non-Complex Appraisal – Partial Acquisition of a Special Use Property	\$5,200
Complex Appraisal – Full Acquisition of a Special Use Property	\$6,000
Complex Appraisal – Partial Acquisition of a Special Use Property	\$6,500
Additional Property Types	
Appraisal - Railroad Property	\$6,500
Appraisal - Environmental Mitigation Purposes	\$5,500

FEES

ACQUISITION UNIT FEES	
Item Description	Cost
Permit to Enter / Right of Entry	\$1,200
Permit to Enter and Construct	\$1,800
Lease / License	\$2,000
Joint Use Agreement	\$2,000
Temporary Construction Easement	\$2,500
Partial Acquisition	\$3,500
Full Acquisition	\$3,500

MILESTONE BILLING - TCE	
Item Description	Cost
Offer Package Sent	\$1,000
Sixty (60) days or when an agreement is reached, whichever is sooner	\$1,000
Final project closeout; files transmitted	\$500

MILESTONE BILLING - ACQUISITION	
Item Description	Cost
Offer Package Sent	\$1,500
Sixty (60) days or when an agreement is reached, whichever is sooner	\$1,500
Final project closeout; files transmitted	\$500

OTHER ROW SERVICES - BASE UNIT FEES	
Item Description	Cost
Preliminary Title Report	\$900
Right of Way Estimate / Data Sheet	\$5,000
Escrow	\$1,200
Right of Way Certification	\$2,500

Project Management, Condemnation Support or Extended Escrow will be billed as Time & Materials. Subconsultant Invoices will be marked up by 5% for processing services. Those added fees are included here.

Fees contained herein will be evaluated quarterly for profitability.

MILESTONE BILLING - ESCROW	
Item Description	Cost
Funds deposited into escrow	\$600
Escrow Closes	\$600

EXHIBIT C
SERVICE REQUEST TEMPLATE

SERVICE REQUEST NO. ____

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Right of Way and Property Appraisal Services (“Agreement”) dated _____ between the City of Turlock (“City”) and _____ (“Consultant”).

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific Right of Way and Property Appraisal Services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. _____. The cost for completion of the items of work shall not exceed _____ and no/100ths Dollars (\$_____).
2. All work associated with this Service Request shall conform to the requirements of the Agreement and this addendum and shall be completed to the satisfaction of City within _____ months of the Notice to Proceed.
3. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

CONSULTANT

By: _____
William D. Morris, City Engineer

By: _____

Title: _____

Address: _____

Phone: _____



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
ASSOCIATED RIGHT OF WAY SERVICES, INC.
for
ON-CALL RIGHT-OF-WAY AND PROPERTY APPRAISAL SERVICES**

City Contract No. 2025-080

THIS ON-CALL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and ASSOCIATED RIGHT OF WAY SERVICES, INC, a California corporation (“Professional”), on this 10th day of December 2024 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the On-Call Right-of-Way and Property Appraisal Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services which are shown in Exhibit A (Request for Qualifications) and in Exhibit B (Statement of Qualifications) attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in Exhibit B (“Statement of Qualifications”).

D. The Parties anticipate that Professional shall provide Services for one or more Capital Improvement Program (CIP) projects as determined through creation of individual Service Request(s). The Service Request(s) shall identify the project-specific scope, maximum compensation, and schedule (“Completion Schedule”) for providing the Services. The Service Request(s) shall be made effective upon signature and execution by either the City Engineer or the

Municipal Services Director and the Professional. A blank template of the Service Request is provided in **Exhibit C**.

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

AGREEMENT

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

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 10th day of December, 2027 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

4. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

5. Work.

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

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

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

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

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

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed One Hundred and Fifty Thousand and No/100ths Dollars (\$150,000.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

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

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

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

8. **Time of Performance.** Professional warrants that it will commence performance of the Services upon issuance of the Notice to Proceed from the City for each Service Request. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. **City Assistance to Professional.** [Intentionally Omitted]

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

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

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

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

12.2. **Professional Performance.** Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best

practices available for the profession. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

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

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

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

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

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

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

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

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

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

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

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

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

18. Suspension of Services by City. City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice,

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

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

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

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

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

When this Agreement is terminated, Professional agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received

from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

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

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

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

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

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

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

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

caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

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

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

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

27. Indemnifications.

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

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

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

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

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

Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

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

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

If to City: **City of Turlock
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
Turlock, CA 95380**

With courtesy copies to: **City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456**

If to Professional: **Associated Right of Way Services, Inc.
Attn: Matthew Schock
1255 Treat Boulevard, Suite 815
Walnut Creek, CA 94597**

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

Janine Lee
Associate Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-6035
E-mail: jlee@turlock.ca.us

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

35. Use of City Project Number. [Intentionally Omitted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

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

PROFESSIONAL

**Associated Right of Way Services, Inc, a
California corporation**

By: 

Print Name: Matthew Schock

Title: Vice President

Date 11/22/2024

CITY

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

By: _____
Reagan M. Wilson, 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

EXHIBIT A



REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-010

FOR

On-Call Agreement for

Right-of-Way and Property Appraisal Services

RFQ ISSUED: 9/6/24

BIDS DUE: 10/9/2024 3:00 PM

BID SUBMITALS TO:

CITY OF TURLOCK

ATTN: PURCHASING

156 S. BROADWAY, SUITE 270

TURLOCK, CA 95380

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INTRODUCTION

The City of Turlock (hereinafter referred to as the “City”) is requesting proposals for qualified firms to provide professional right-of-way and property appraisal services upon request from the City of Turlock on an “as needed” basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

BACKGROUND

The City of Turlock maintains several different types of professional on-call agreements for use on an “as needed” basis. The on-call agreement allows City staff to request services from a retained firm (“Consultant”) on an individual project basis as the need arises. Prior to any work completed under the on-call agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the on-call agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the City reserves the right to seek and retain said services through other means or contractors.

RFQ TIMELINE

This RFQ will be governed by the following schedule:

- ❖ RFQ Issued: 9/7/2024
- ❖ Proposals Due: 10/9/2024 3:00PM
- ❖ City Council Approval of Agreement: 11/12/2024

*All dates are subject to change at the discretion of the City

QUESTIONS

Request for Information (RFI) should be directed to:

purchasing@turlock.ca.us

All questions must be in writing and received at least five (5) working days prior to the closing date for submittal of this Request for Qualifications (RFQ), to provide time for issuing and forwarding answers. The City will not be responsible for oral interpretations of the Request for Qualifications (RFQ).

SCOPE OF SERVICE

The City invites you to submit a proposal for professional right-of-way and property appraisal services. Consultant shall provide professional residential and commercial property appraisal services to the City of Turlock on an “as needed” basis. These properties may be full or partial acquisitions, rights of way, as well as residential or commercial properties that may be acquired through eminent domain. These services shall comply with standard industry appraisal requirements, as well as federal acquisition requirements as outlined in 49 CFR Part 24.

The scope of work includes, but is not limited to, the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City’s properties and/or structures;
2. Possession of an active and valid general license issued by the Department of Consumer Affairs –Bureau of Real Estate Appraisers (BREA).
3. Appraisal and appraisal review of properties funded by multiple funding sources; and in accordance with the jurisdictional standards set by the funding source such as the Uniform Act and the Caltrans Right of Way Manual.
4. Appraisal services that conform to eminent domain protocols;
5. Activities related to acquisition of rights of way and relocation analysis and assistance.
6. Requested services may involve any one, or a combination of, the following Professional Service areas:
 - a. Review the City’s requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
 - b. Assist the City’s Engineering Division with presentations and/or recommendations to the City staff or Administration;
 - c. Provide professional appraisal services;
 - d. Communication with and transmittal of offer packages to private property owners;
 - e. Third party review consultation related to documents prepared by the City or other consultants retained by the City.

In addition, the City may elect to have the Consultant act as “Contract Manager,” as defined in Chapter 13 of the Caltrans Local Assistance Procedures Manual (LAPM), for one or more projects throughout the life of this agreement. If this election is made the Consultant would be responsible for the following:

1. Performing a functional review for each right-of-way activity;
2. Approving and coordinating all consultant activities;
3. Approving requests for payment (after completion of work);
4. Preparing interim/final contract completion reports and performance evaluations.

REQUEST FOR QUALIFICATIONS GUIDELINES

The City requires each Consultant to submit a qualifications statement clearly addressing all of the requirements outlined in the RFQ. The qualifications statement shall be limited to 20 pages. The cover page, table of contents, and divider tabs will not be counted towards the page limit. The qualifications statement must include a minimum of three (3) recent or current client references, which include the name, address, and telephone number of each reference. Resumes and examples of deliverables may be included, provided they are located in an appendix to the qualifications statement, which will not count toward the page limit. The Consultant may submit a qualifications statement organized according to his/her preference, provided that it be clear and concise.

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional right-of-way and appraisal services. Each qualifications statement must contain a statement of qualifications that includes the following information:

1. General Information – Provide the name, address, Unique Entity Identifier for SAM.gov and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work (i.e. copies of California State Appraiser Licenses and Certificates);
2. Background – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience. Use of a resume attachment is acceptable;
3. Services and History– Provide a list of available services as well as a listing and description of work completed. Describe experience working within the Northern California real estate market in general and the Turlock real estate market in particular;
4. Response Time – Description of individual or firm's resources that allow for a timely delivery of services, including the names and qualifications of the firm's staff that will be working with the City of Turlock. This section should include a description of the firm or individual's access to and use of computerized databases as a means of reducing costs and insuring timely delivery of services. Include the expected length of time from the time the service is requested to the delivery of the completed appraisal;
5. Public Agencies – Include narrative description of experience with public agencies, if any;
6. References – Provide three or more references that can supply information on the quality of your services during the past two years. In addition, provide at least three samples of work, with confidential information redacted, of such services to be reviewed for form, clarity, and thoroughness.

7. Fees – Provide a fee schedule in a separately sealed envelope. The fee schedule shall include the titles and hourly rates of staff. This information will be used as a basis of negotiation of compensation for the on-call agreement.

ASSUMPTIONS

The City Council is the only entity authorized to award an on-call agreement for professional right-of-way and property appraisal services. The City reserves the right to enter into agreements with multiple consultants.

The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

PROCESS FOR SUBMITTING PROPOSALS

Sealed statements of qualifications shall be submitted to the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3 PM on Wednesday, October 9, 2024. No late submittals will be accepted. Proposers shall submit one original and one electronic copy (via USB drive) of requested documents.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all qualifications statements and/or terminate this RFQ process at any time, for any reason, without notice and with no obligations.

EVALUATION AND SELECTION PROCESS

Qualifications statements will first be screened to ensure responsiveness to the RFQ. The City may reject as non-responsive any qualifications statement that does not include the information required to be submitted by this RFQ. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their qualifications statements.

A committee will review and score all responsive written qualifications statements based upon the evaluation criteria set forth below. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a qualifications statement, and seek and review any other information deemed pertinent to the evaluation process. Qualifications statements will be reviewed by the Committee and evaluated to determine which qualifications statement best meets the criteria of the RFQ. The criteria are as follows:

Evaluation Criteria Category	Points Possible	Points Awarded
Professional Experience	30	
Qualifications of Staff	25	
Demonstrated Technical Ability	25	
Experience with Public Work Projects	20	
Total Points	100	

Please note that this RFQ pertains to professional right-of-way and property appraisal services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms.

The City may hold interviews with any Consultant submitting a qualifications statement under this solicitation. These interviews will be held solely at the discretion of the City and after the qualifications statement scoring process. The intent of the City is to hold interviews only with top-scoring Consultants based on the selection process. The interviews would be attended by representatives of the City as well as the Consultant's principal and licensed professional staff in responsible charge of the work. The interviews would be used to gain further insight into the Consultant's capabilities for the purpose of making a recommendation for award of an agreement.

Following conclusion of the evaluation process, the Committee will score all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award. City staff shall notify the selected Consultant(s) of the final approval of the agreement by the City Council. Once submitted, all qualifications statements become public records and subject to disclosure, either in part or in whole, under the California Public Records Act.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

EXPARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with City Council members about this RFQ. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFQ Facilitator, regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, suppliers and agents, any subcontractors or suppliers listed in the Proposer's qualifications statement, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

A. Amendments

The City reserves the right to amend or supplement this RFQ prior to the qualifications statement due date.

B. Cost for Preparing Qualifications Statement

The cost for developing the qualifications statement is the sole responsibility of the Proposer. All qualifications statements submitted become the property of the City.

C. Agreement

A copy of the City's standard on-call agreement is attached hereto. Please be advised the following provisions of the City's agreement are non-negotiable:

- ❖ Indemnification
- ❖ All insurance terms
- ❖ Termination
- ❖ Ownership/Use of Contract Materials and Products
- ❖ Disputes
- ❖ Governing Law

If an agreement cannot be reached, negotiations with an alternate vendor may commence.

EXHIBIT B



ASSOCIATED
RIGHT OF WAY
SERVICES, INC.



PROPOSAL

City of Turlock
Request for Qualifications (RFQ) No. 24-010
On-Call Right-of-Way Property & Appraisal Services

October 9, 2024



ASSOCIATED RIGHT OF WAY SERVICES, INC.
1255 Treat Blvd., Suite 815, Walnut Creek, CA 94597
T: (925) 691-8500 | www.arws.com

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GENERAL INFORMATION & BACKGROUND

GENERAL INFORMATION

Incorporated in 1989, Associated Right of Way Services, Inc. (AR/WS) is a turnkey right of way and real estate consulting firm. AR/WS specializes in project management, right of way estimating, appraisal, appraisal review, acquisition, and relocation services for public agency transportation, utility, flood control, and other infrastructure work. For over 35 years, public agencies have retained AR/WS consultants to augment real estate and right of way staff and to assist with right of way planning and policy development. AR/WS has successfully completed hundred of projects with local, state and federal agencies, special districts, transportation authorities, and engineering firms. Our corporate office is in Walnut Creek in Contra Costa County, and we have a satellite office in Pleasanton in Alameda County. Our services encompass everything from preliminary project activities through the eminent domain process.

FIRM INFORMATION:

1255 Treat Boulevard, Suite 815

Walnut Creek, CA 94597

Phone: (925) 691-8500

Fax: (925) 691-6505

SAM.gov Unique Identifier: ZPNKJZDFXPK5

CA DGS SBE #: 30184

PERSON AUTHORIZED TO NEGOTIATE CONTRACT TERMS AND MAKE BINDING AGREEMENTS:

Matthew Schock, R/W-AC, Vice President

Phone: (925) 691-2838

Email: mschock@arws.com

AR/WS is particularly proud of its goal to encourage the professional development of all staff members through coursework and seminars offered by the International Right of Way Association (IRWA), the Appraisal Institute, and various legal seminars. Several staff members have earned designations from the IRWA and the Appraisal Institute. Our staff includes IRWA approved course instructors in the appraisal and relocation professions. The table below summarizes the licenses, designations and certifications of AR/WS staff.

AR/WS Staff Licenses, Designations, & Certifications

8 State of California Certified Appraisers	9 SR/WA Designated Staff Members
2 MAI Appraisers	9 IRWA Certified Staff Members
6 State of California Real Estate Brokers	2 IRWA-approved Course Instructors
16 State of California Salespersons	

AR/WS is attentive to the public relations aspect of public agency right of way work. We deliver projects on schedule and within budget and are well suited to complete a project of virtually any size or complexity in a timely manner. Our company looks for opportunities to enhance efficiency and cost-effectiveness through creative problem solving and planning. As front-line representatives of our public agency clients, we emphasize the importance of tact and respect when interacting with property owners, tenants and others impacted by a public project. We believe our past experience, customer service, technical expertise and local presence will contribute to a continued successful collaboration with the City of Turlock.



1. GENERAL INFORMATION & 2. BACKGROUND

CALIFORNIA CERTIFIED SBE

AR/WS is a state certified “California Small Business” Certification No. 30184. Our corporate office is located in Walnut Creek in Contra Costa County. Our satellite office is located in Pleasanton in Alameda County.

APPRAISAL REVIEW

AR/WS has performed, and has the staff, to provide appraisal reviews in accordance with Caltrans and federal requirements.

EMINENT DOMAIN SUPPORT

AR/WS staff has worked with legal counsel on various projects where the condemnation process was initiated. Our detailed and organized files, diary logs and support material have been used by many attorneys in preparation for eminent domain actions.

RIGHT OF WAY ESTIMATES

AR/WS prepares detailed right of way cost estimates using practiced expertise, knowledge of historical costs, relevant market data and appropriate review techniques. Our staff has vast experience in assisting with detailed right of way estimates for route selections. For projects requiring Caltrans oversight, AR/WS has prepared many recent right of way estimates using the Caltrans Right of Way Data Sheet format.

COLLABORATIVE TEAM ORGANIZATION

AR/WS encourages a collaborative approach to project implementation. We recommend regular communication from the beginning of a project, including the various involved members from design, real estate, engineering, program management, legal, and public information to form a cohesive project delivery unit.

FEDERAL, STATE AND LOCAL PROCEDURES COMPLIANCE

AR/WS operates under state and federal guidelines for property appraisal, acquisition, and relocation services and in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 49 CFR Part 24, the Caltrans Right of Way Manual, Government Code Section 7260, et seq. and other applicable regulations. AR/WS emphasizes the important balance between ensuring fair and equitable treatment to owners and tenants and establishing public confidence in the public acquisition program while meeting project schedules and funding requirements.

FULLY STAFFED OFFICE – TURNKEY CONSULTANTS

AR/WS has a staff of 39 professionals, including project managers, real estate appraisers, acquisition agents, relocation advisors and support staff. The majority of our staff have been involved in the public real estate industry their entire career. Many of our staff members are cross trained in various disciplines to provide added flexibility. Experience has shown that this type of turnkey organization is efficient, reduces costs and ensures the chances of meeting construction schedules in a timely manner.

AR/WS is a Turnkey Right of Way Consultant as defined in Chapter 17 Local Programs section of Caltrans Right of Way Manual. AR/WS is and has been a turnkey right of way consultant on numerous federally and locally funded projects implementing all phases of the property appraisal, acquisition, and relocation services process.

LICENSED PROFESSIONALS

AR/WS is a State of California licensed real estate broker and all AR/WS acquisition agents are State licensed Real Estate Brokers or Salespersons. The majority of our acquisition consultants also hold notary public commissions to expedite settlements.

AR/WS also maintains a department of in-house appraisers. This has proven to be a distinct advantage and facilitates a seamless transition from appraiser to negotiator, reducing the possibilities of errors and delays. All AR/WS appraisers are certified with the State of California Bureau of Real Estate Appraisers.

Resumes and Licenses for each team member are in the Appendix of our Statement of Qualifications.

THE AR\WS TEAM OF PROFESSIONALS AND SUPPORT STAFF MEMBERS

EMPLOYEE	DISCIPLINE (TITLE/CONSULTING CATEGORY)
Micole Alfaro, SR/WA	Acquisition (<i>Consultant III</i>)
Mark apHugh, SR/WA	Acquisition (<i>Consultant III</i>)
Kelly Balog	Administrative Assistant (<i>Administrative Support</i>)
Ty Cademartori, RWA	Project Management / Acquisition (<i>Managing Consultant</i>)
Steve Castellano, SR/WA, R/W-NAC	Project Management / Acquisition (<i>Managing Consultant</i>)
Joseph Castellanos	Appraisal Trainee (<i>Right of Way Technician</i>)
Larry Castellanos, SR/WA, R/W-AC, VP	Project Management (<i>Principal Consultant</i>)
Dwight Combs Jr.	Acquisition (<i>Consultant I</i>)
Amy DeWitt	Administrative Assistant (<i>Administrative Support</i>)
Brian Drake, R/W-AC	Appraisal Services (<i>Appraiser II</i>)
Karen Eddleman, SR/WA, R/W-RAC, VP	Project Management / Relocation (<i>Managing Consultant</i>)
Chelsea Estrada, RWP	Proposal Manager (<i>Consultant III</i>)
Daniel Gando	Appraisal Research Analyst (<i>Consultant I</i>)
David Griffith	Acquisition (<i>Consultant III</i>)
Denise Jackson, SHRM-CP, PHR, VP	Business Manager / Finance Manager (<i>Consultant III</i>)
Karen Kavanagh	Administrative Assistant (<i>Administrative Support</i>)
Kate Kragen	Appraisal Services (<i>Appraiser III</i>)
Maureen Loza	Acquisition (<i>Consultant II</i>)
Eric Lueder, SR/WA	Project Management (<i>Consultant III</i>)
Megan Miner	Relocation (<i>Right of Way Technician</i>)
Koala Moredo	Proposal Coordinator (<i>Consultant II</i>)
Nicholas Negreiros	Relocation (<i>Consultant II</i>)
April Penno	Accounting Manager (<i>Consultant III</i>)
Emily Plurkowski	Acquisition / Relocation (<i>Consultant III</i>)
Mark Ricards, SR/WA	Project Management / Acquisition / Utility Coordination (<i>Consultant III</i>)
Jim Richards	Project Management (<i>Managing Consultant</i>)
Miriam Sahin	Relocation (<i>Consultant I</i>)
Matthew Schock, RWA, R/W-AC, VP	Vice President (<i>Managing Consultant</i>)
Lorena Serrano	Relocation (<i>Consultant II</i>)
Russell Sherwood	Appraisal Services (<i>Appraiser II</i>)
Mark Shindler	Acquisition (<i>Consultant III</i>)
Keith Shintani, SR/WA, R/W-AC	Appraisal Services (<i>Appraiser II</i>)
Lauren Tannenbaum	Relocation (<i>Consultant I</i>)
Bill Tannenbaum, SR/WA, President	Project Management (<i>Principal Consultant</i>)
Lisa Ward	Acquisition (<i>Consultant II</i>)
Travis Weeks	Acquisition / Relocation (<i>Consultant III</i>)
Lorraine Williams	Land Rights Research / Administrative Support (<i>Consultant I</i>)
Erik Woodhouse, MAI, R/W-AC	Appraisal Services (<i>Appraiser III</i>)
Rosalyn Zeigler	Acquisition / Relocation (<i>Consultant III</i>)

SERVICES & HISTORY

AREAS OF EXPERTISE

<u>Project Management & Planning</u>	<u>Acquisitions</u>
- Environmental studies support - Scheduling - Public meetings and workshops - Value engineering support - Risk analysis - Project delivery strategies - Budget monitoring - Uniform Act compliance - Records management - Project tracking/reporting	- Person-to-Person negotiations - Full and partial acquisitions - Acquisition of permanent and temporary rights - Rights of Entry - Possession and Use Agreements - Document preparation and processing - Title and Escrow coordination - Condemnation support services
<u>Right of Way Estimating</u>	<u>Relocation Assistance</u>
- Temporary and permanent property rights - Acquisition and relocation estimates - Severance damage analysis - Schedule projections - Right of way support costs - Waiver Valuations	- Relocation Plans - Relocation Program auditing - Community meeting coordination - Relocation schedule and cost estimates - Determinations of eligibility - Housing Valuation Studies - Replacement site searching - Relocation advisory assistance - Appeals advisory services - Claims processing
<u>Appraisal and Appraisal Review</u>	<u>Caltrans Right of Way Certification Support</u>
- Notice of Decision to Appraise preparation - Full and partial acquisition appraisals - Easement analysis - Damages/Benefits analysis - Appraisal review services and consultation - Expert Witness testimony - Property disposal appraisals	- Monitor right of way activities - Caltrans Local Programs liaison - Coordination of information - Pertinent documentation - Delivery of draft certification preparation

TURLOCK EXPERIENCE

AR/WS has provided services to the City of Turlock on several projects since 2015. We provided appraisal review services for the City's Highway 99/Fulkerth Road Interchange project. AR/WS provided appraisal, appraisal review and acquisition services for the Olive Avenue and Wayside Drive Intersection Improvements Project; Wayside Drive Rehabilitation Project; West Main Street & South Tegner Road Project; and the Linwood Avenue ATP Improvement Project. We appraised proposed partial acquisitions from one parcel for the City's Surface Water Distribution System Improvements Project. AR/WS also completed one appraisal for potential disposition of a City-owned parcel. Prior to 2015, AR/WS also provided right of way services for the Turlock Transit Center Project.

NORTHERN CALIFORNIA EXPERIENCE

AR/WS has extensive experience in Northern California and has provided real estate and right of way consulting services to numerous local public agencies within the Central Valley. Recent clients have included: City of Tracy; City of Modesto; City of Manteca; City of Atwater; Mountain House Community Services District; Kings County Area Public Transit Agency; Delta Design & Conveyance Authority; California High Speed Rail Authority with project sites in Fresno, Kings, Kern and Madera Counties; PG&E for projects throughout Northern California including Fresno, Madera, Merced & Stanislaus Counties; and Prologis (City of Tracy), among others.

FEDERAL, STATE AND LOCAL PROCEDURES COMPLIANCE

AR/WS has extensive experience with the following federal funding sources:

- ✓ **FHWA**
- ✓ **FRA**
- ✓ **FTA**
- ✓ **ARRA**
- ✓ **HBRR**
- ✓ **HBP**
- ✓ **HUD**

AR/WS emphasizes the important balance between ensuring fair and equitable treatment to owners and tenants and establishing public confidence in the public acquisition program while meeting project schedules and funding requirements.

AR/WS operates under State and federal guidelines for property appraisal, acquisition, and relocation services and in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 49 CFR Part 24, the Caltrans Right of Way Manual, Government Code Section 7260, et seq. and other applicable regulations.

EXPERIENCE ON FEDERALLY FUNDED PROJECTS

AR/WS has extensive experience working on federally funded projects. Our federally funded assignments have included funding sources from Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), Federal Transit Administration (FTA), the American Recovery and Reinvestment Act of 2009 (ARRA), U.S. Army Corps of Engineers, Highway Bridge Replacement and Rehabilitation Program (HBRR) and Highway Bridge Program (HBP) projects and U.S. Department of Housing and Urban Development (HUD).

Some of our federally funded project experience in recent years includes: Linwood Avenue ATP Improvement, Intersection Improvements at W. Main St. & Tegner Rd., and N. Olive & Wayside Intersection Improvement projects in Turlock; I-580 Patterson Pass Road Interchange Project in the City of Tracy; Old Redwood Highway Pedestrian Highway Beacon, Airport Boulevard Widening, Westside Avenue Road Repair, Mill Creek, Cherry Creek, Hot Springs Roads Storm Damage, Gill Creek Bridge Replacement, North Fitch Mountain Road Storm Damage Repair, and Stewarts Point/Skaggs Springs Road projects in Sonoma County; Marin Sonoma Narrows Segment B8 and North South Greenway Gap Closure projects in Marin County; Silverado Trail Road Slope Repair, Buhman Road Bridge Replacement; Dry Creek Road Bridge, Chiles Pope Road Bridge, and Napa River/Napa Creek Flood Protection projects in Napa County; Berry Street Bridge Replacement and Greenwood Avenue Culvert Replacement in Calistoga; Green Island Road Project in American Canyon; SR-84 and SR-84/I-680 Interchange Improvements in Sunol; I-680 Express Lanes from SR-84 to Alcosta Boulevard Project in Pleasanton; I-80 Gilman Street Interchange in Berkeley; Oakland-Alameda Access Project; 7th Street Grade Separation in Oakland; Meekland Avenue Corridor Improvements Project in Alameda County; US 101/ SR 84 (Woodside Road) Interchange Improvement in Redwood City; Newell Road Bridge Replacement Project in Palo Alto; I-280 Soundwalls, I-680 Soundwalls, and BART Silicon Valley Extension in San Jose; US 101/ SR 25 Interchange Improvement project in Gilroy; Rawhide Road to Woods Creek Bridge Replacement, Phoenix Lake Road and Tuolumne Road Improvement projects in Tuolumne County; Bradley Road Bridge, Robinson Canyon Road Bridge, and Carmel River Flood Plain Restoration projects in Monterey County; SR 1 Auxiliary Lanes and Highway 1 41st/Soquel Auxiliary Lanes projects in Santa Cruz County; I-80 East-Side Ramps, Yerba Buena Island/I-80 Southgate Road and Interchange, 3rd Street Bridge, and The Portal (Downtown Rail Extension) projects in San Francisco; and I-580 Richmond-San Rafael Bridge Access Improvement.

The majority of these federally funded projects are FHWA-related and require compliance with FHWA rules, regulations and procedures. AR/WS has also provided services for FTA-related projects. Recent FTA projects include the Peninsula Corridor Joint Powers Board's Peninsula Corridor Electrification Project, Kings County Area Public Transit Agency's KART Transit Center, City of Manteca's Transit Center Parking Expansion Project; and Santa Clara Valley Transportation Authority's Silicon Valley Berryessa Extension Project.

UNDERSTANDING / APPROACH TO SERVICES

We are familiar with City of Turlock projects and the required services. Our team will communicate clearly with all Project team members and remain agile to ensure timely parcel delivery. Implementation of a successful project is a collaboration. Our intent is to bring organization and structure to the City's projects and provide services in a professional and efficient manner that involves City personnel but does not burden them.

AR/WS will provide proactive consulting and identify right of way problems related to the project in the early stages. Our approach to the successful implementation of City projects is detailed as follows:

PROJECT MANAGEMENT

AR/WS Project Manager Steve Castellano will meet with assigned staff on a consistent basis to maintain continuity and monitor the Project budget and schedule. He is accessible and responsive to requests and will communicate regularly with the City, arrange and attend meetings, and prepare progress reports.

Mr. Castellano will work with the City to resolve problems and recommend solutions. He will communicate early on with the AR/WS team to discuss critical milestones, scheduling, budget and any specific areas of concern. He will coordinate with City staff, legal counsel and other Project team members.

A right of way Project status report will be developed. An assessment of the complexities and issues associated with each assigned parcel will be considered. The parcels will then be tracked throughout the appraisal and acquisition phases of the assignment in the Project status report. This status report will address all critical milestones, status, scheduling, and areas of concerns on a parcel specific basis.

Mr. Castellano will monitor deliverable dates, ensure that milestones are achieved, and meet with staff to discuss progress and issues. Regardless of planned meetings, the keys to success of the AR/WS project approach are flexibility and accessibility.

APPRAISAL

Appraisals will be completed in accordance with Uniform Standards of Professional Appraisal Practice (USPAP) requirements and all applicable state and federal laws and regulations. The definition of "Fair Market Value" will be used in accordance with the California Code of Civil Procedure, Section 1263.320. Notices of Decision to Appraise, in accordance with the California Government Code, will be sent to the City for review. Upon approval, final notices will be signed by the City, and sent with all the required maps and enclosures by AR/WS. At this time, the appraiser will issue the necessary public acquisition informational brochure to all owners. The appraiser will contact the property owners and conduct inspections of each of the subject properties.

The appraiser will estimate the fair market value of the land, which will then be applied to the proposed acquisition areas. The contributory value of any site improvements that are impacted by the project and cannot be replaced will also be estimated. The appraiser will coordinate with the City to determine site improvements that cannot be restored or replaced as part of project construction. A consideration of damages and benefits, if applicable, will then be conducted. Once the draft appraisal is complete, it will be internally reviewed and then sent to the City for review. If the project is federally funded or on the State Highway System, the report will be provided to a review appraiser. Upon approval, the appraisal will be finalized and delivered to the City.

ACQUISITION

AR/WS will prepare acquisition documents to be approved by the City prior to use in the field. Our acquisition agents will coordinate early in the Project with our appraisers and will prepare draft acquisition documents upon submission of appraisal drafts to the City or review appraiser. We will contact owners and arrange meetings to facilitate settlements. In the event that a justified settlement is proposed, AR/WS will provide the City with terms for review and authorization.

We will provide acquisition services with a focus on responsiveness, flexibility and one-on-one communication skills. Our goal is to personally meet with each owner to present and explain the First Written Offer. AR/WS acquisition agents are licensed with the State of California Bureau of Real Estate and hold a State of California Notary Public Commission. AR/WS acquisition agents will make every reasonable effort to acquire property on behalf of the City expeditiously through written agreement.

AR/WS will provide condemnation support services, as needed. AR/WS can provide support to legal counsel, including responding to requests; providing documentation such as acquisition files, diary notes, correspondence and offer documents; and preparing appraiser declarations or serving as an expert witness at depositions or trials.

RELOCATION PLANNING & ASSISTANCE (IF NEEDED)

AR/WS relocation assistance consultants will work with the City to create an organized and transparent process for the development and implementation of a Relocation Plan if required for a project. We will arrange for verbal and written language services for residents whose primary language is not English. ADA-compliant services will be provided for any visually-, hearing-, or speech-impaired residents.

Relocation advisors will act as a liaison between the City and the affected occupants. A relocation advisor will be assigned to each displaced residential household and business. Relocation advisors will provide affected occupants with continuing information as to their rights as displaced persons. AR/WS will provide site searching services, which are essential for the successful relocation of residential households and businesses. Relocation advisors will meet with each displacee to determine replacement site needs. For residential occupants, AR/WS will prepare Housing Valuation Studies to determine the cost of comparable replacement housing for each type of housing need and establish the replacement housing payments that are available for each household. Relocation advisors will inspect replacement dwellings to determine whether the properties meet decent, safe and sanitary standards. AR/WS will prepare all claim forms, secure all necessary documentation and signatures for the claims, and forward complete claims and documentation to the City for processing. Relocation advisors will deliver payments to the occupants and will secure a signature to confirm payment. AR/WS will work closely with each occupant to identify any special needs related to health, mobility and language and will provide additional advisory assistance as needed to minimize hardships.

RESPONSE TIME

RESPONSE TIME

AR/WS utilizes various programs and established processes that increase timely delivery and reduce costs. Research conducted proposal development is provided to the project manager at the start of each assignment. Templates for appraisal and acquisition documents are created in Microsoft Word and Excel. AR/WS uses Microsoft 365 can deliver documents to the City via OneDrive links instead of email, if preferred. AR/WS staff utilizes Google Earth Pro and subscription services including: Zoom, Multiple Listing Services (MLS), Costar, DateTree, and LandVision. Monthly or as needed status reports are prepared and AR/WS is familiar with using a number of our clients' online platforms, including SharePoint. AR/WS employees utilize shared electronic servers to allow collaboration and editing of electronic documents.

AR/WS appraisers have broad experience and expertise in preparing appraisal reports for public agencies. Our appraisers are usually available to begin a new assignment while completing their ongoing work. Our staff includes eight appraisers who all have experience in providing appraisal services to our public agency clients. AR/WS has the ability to provide appraisals on a single property and on large multi-parcel assignments. A realistic time frame to complete a typical appraisal assignment of average complexity for between one and three properties is usually about 6 – 10 weeks. Our delivery time varies depending on the number of parcels, complexity and current workload.

AR/WS acquisition agents are experienced in acquiring property rights for public agencies. Our assignments have included the acquisition of virtually every type of property including residential, commercial, industrial, open space, special use, and acquisitions from other public agencies. AR/WS acquisition agents make every reasonable effort to acquire property expeditiously through a written contract, in compliance with the Uniform Act and applicable State of California laws and regulations. The preparation, and approval by the City, of acquisition documents will typically be completed within the first 2 – 4 weeks of the project after appraisals are finalized. Acquisition agents will then present the first written offer and commence with negotiations. As soon as an agreement is reached with the property owner, the purchase agreement is signed and escrow closing occurs. While the goal is to complete the negotiations within 8 – 12 weeks of the first written offer, this timeframe varies based on the complexity of the project and willingness of the property owner to agree.

In cases where acquisition by condemnation is necessary, obtaining possession of the property will take about 5 – 7 months from the adoption of a Resolution of Necessity. If an agreement cannot be made with a property owner within approximately 3 – 5 months of the first written offer, we recommend that the condemnation process is initiated while continuing negotiations.

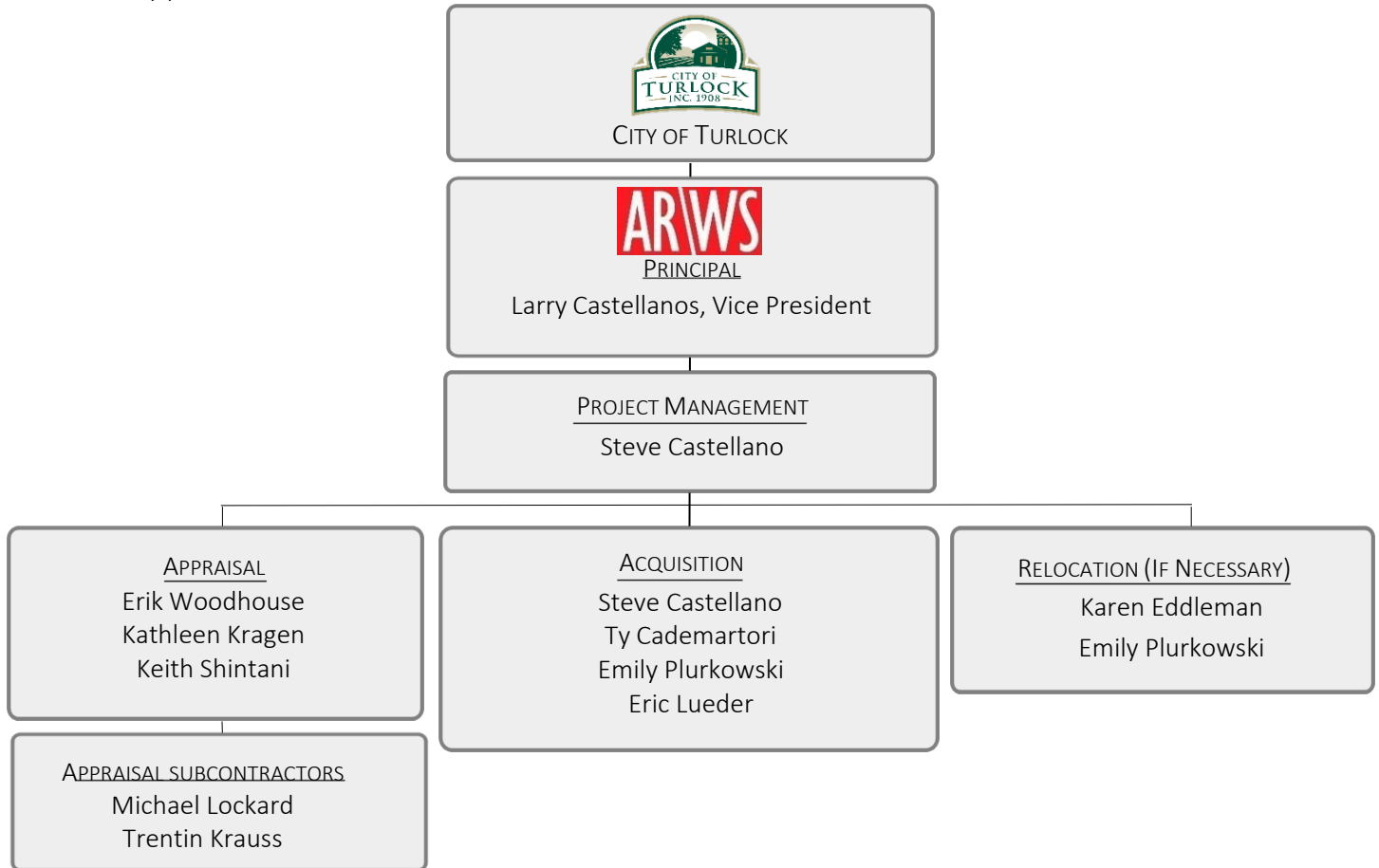
AR/WS is keenly aware of the need to monitor and control budgets and to use resources efficiently. We believe that our services on City projects should be cost effective and efficient, and build public confidence in the City's real estate program. When assignments are made, the appropriate consulting level will be used to ensure that efforts that can be efficiently completed and lower rates are utilized. Each consultant will receive an internal assignment sheet that outlines the task, budget, effort level and schedule for completion. AR/WS consultants utilize the resources of our full administrative staff. This helps in efficiency and budget control.

AR/WS is available to assist in assessing particular property issues, risks to the schedule and strategies to avoid potential unforeseen costs or legal concerns. With our experienced and knowledgeable staff, AR/WS is always looking for creative ways to solve problems.

The stability of our staff allows the same core group of professionals to be involved throughout a project's duration, which will limit redundancies and benefit the coordination effort. AR/WS has successfully performed many complex assignments with rigid time constraints. Should the need arise, we have the ability to supplement our proposed team members listed on the following page.

PROJECT TEAM

AR/WS key personnel are listed below.



NAME	ROLE	YEARS IN INDUSTRY	YEARS AT AR/WS
Larry Castellanos, SR/WA, R/W-AC	Principal	34	27
Steve Castellano, SR/WA, R/W-NAC	Project Manager	34	25
Erik Woodhouse, MAI, AI-GRS, R/W-AC	Appraisal Manager, Appraisal & Review	21	12
Kathleen Kragen, MAI, CCIM	Appraisal	39	1
Keith Shintani, SR/WA, R/W-AC	Appraisal	13	13
Ty Cademartori, RWA	Acquisition	18	11
Emily Plurkowski	Acquisition, Relocation	10	10
Eric Lueder, SR/WA	Acquisition	34	1
Karen Eddleman, SR/WA, R/W-RAC	Relocation	35	19
SUBCONSULTANT NAME & FIRM	ROLE	YEARS IN INDUSTRY	
RowLand Valuation (DBE) Michael Lockard, MAI, R/W-AC	Appraisal / Appraisal Review	33	
Krauss Appraisal Trentin Krauss, MAI	Appraisal / Appraisal Review	24	

Full resumes are included in the Appendix and detail the current responsibilities, prior experience, education, licensing and coursework of our project team members.

LARRY CASTELLANOS, SR/WA, R/W-AC

PRINCIPAL

Mr. Castellanos serves as Vice President of AR/WS and has 34 years of experience as an appraiser and right of way agent. He joined AR/WS in 1997 after seven years as a Caltrans Right of Way Agent. Mr. Castellanos has managed large right of way projects throughout Northern California. He has extensive experience in federally funded projects and takes an active role in complex multi-disciplinary Caltrans related projects. Mr. Castellanos has a thorough understanding of the entire process due to his experience in preparing appraisals, performing appraisal reviews, negotiating to acquire property rights from owners, and providing relocation assistance to residential and business occupants. Mr. Castellanos is approved by the International Right of Way Association (IRWA) to teach appraisal courses and has earned the Senior Right of Way Professional (SR/WA) and Right of Way Appraisal Certification (R/W-AC) with the IRWA. Mr. Castellanos has recently provided project management services to the California High-Speed Rail Authority and City of Modesto on numerous assignments.

STEVE CASTELLANO, SR/WA, R/W-NAC

PROJECT MANAGEMENT

Mr. Castellano has 34 years of industry experience. He began his career as a Right of Way Agent for Caltrans and has been with AR/WS since 1999. Mr. Castellano has served as project manager on numerous right of way projects. He is experienced in providing acquisition/negotiation services and is often assigned some the more complex acquisitions performed by AR/WS. Mr. Castellano specializes in providing services on Caltrans related and federally funded projects. He has earned his SR/WA designation and R/W-NAC (Right of Way Negotiation Certification) from the IRWA. Mr. Castellano has managed recent AR/WS assignments with the City of Tracy, City of Atwater, and City of Turlock.

ERIK WOODHOUSE, MAI, R/W-AC

APPRAISAL MANAGER, APPRAISAL & REVIEW SERVICES

Mr. Woodhouse joined AR/WS in 2012 and has 21 years of industry experience. He currently serves as the AR/WS Appraisal Manager. Mr. Woodhouse's work includes the valuation of commercial, industrial, and multi-family residential properties for transportation and other public improvement projects. Mr. Woodhouse's experience is essentially all in the preparation of appraisal reports for public agencies. Mr. Woodhouse earned the MAI designation from the Appraisal Institute and the R/W-AC certification from the IRWA. His relevant work includes assignments for the City of Tracy, City of Modesto and the California High-Speed Rail Authority.

KATHLEEN KRAGEN, MAI, CCIM

APPRAISAL SERVICES

Ms. Kragen joined AR/WS in 2024 and has 39 years of industry experience. Ms. Kragen performs appraisals for full and partial acquisitions assignments on improved and unimproved properties for public improvement projects. Ms. Kragen is experienced in appraising an extensive assortment of real estate types, commercial, residential, industrial, vacant land, and special-use properties. She earned the MAI designation from the Appraisal Institute.

KEITH SHINTANI, R/W-AC

APPRAISAL SERVICES

Mr. Shintani joined AR/WS in 2011 and has 13 years of industry experience. He prepares appraisal reports for commercial, retail, industrial, agricultural and residential properties. Mr. Shintani has provided appraisal services for sewer, gas and drainage pipelines, transit and transportation projects. Since joining AR/WS, he has earned his SR/WA designation and R/W-AC certification from the IRWA. Mr. Shintani has provided appraisal services to the City of Tracy and City of Modesto.

TY CADEMARTORI, RWA

ACQUISITION SERVICES

Mr. Cademartori joined AR/WS in 2013 and is a Right of Way Consultant. He provides project management and property acquisition services. Mr. Cademartori negotiates to acquire property for full and partial acquisitions, including fee simple rights, and temporary and permanent easements. Responsibilities include the preparation of documents, coordinating and monitoring escrow and recording/closing of properties. Mr. Cademartori has a CA Real Estate Broker license. He has provided services to the California High-Speed Rail Authority, City of Manteca, and City of Modesto.

EMILY PLURKOWSKI

ACQUISITION & RELOCATION SERVICES

Ms. Plurkowski joined AR/WS in 2014 and serves as Right of Way Consultant. Ms. Plurkowski provides staff augmentation, relocation and acquisition services. She previously provided land rights research for line reviews related to the cataloging of existing land rights for PG&E's gas pipeline and electric transmission facilities. Ms. Plurkowski has a CA Real Estate Salesperson license. She has provided services to the California High-Speed Rail Authority, Delta Conveyance Design & Construction Authority, City of Manteca, and City of Tracy.

ERIC LUEDER, SR/WA

ACQUISITION SERVICES

Eric Lueder joined AR/WS in 2024, and currently serves as a Right of Way Consultant. Mr. Lueder has managed and led a wide scope of projects related to appraisal, acquisition, and relocation. Prior to joining the AR/WS, Mr. Lueder was a Right of Way Agent for the Marin County Department of Public Works for 20 years. Additionally, he spent 13 years as the Chief Real Property Agent. He has earned his SR/WA designation from the IRWA and holds a CA Real Estate Salesperson license.

KAREN EDDLEMAN, SR/WA, R/W-RAC

RELOCATION ADVISOR

Ms. Eddleman has over 35 years of direct fieldwork experience in relocating businesses, non-profit organizations, and residential households for public agencies and non-profit organizations. Ms. Eddleman manages many of the firms more complicated Relocation projects. Ms. Eddleman also has considerable experience with testifying in depositions and at trial for relocation matters. Ms. Eddleman is approved by the IRWA to teach relocation courses. She has earned her SR/WA and R/W-RAC (Right of Way Relocation Assistance Certification) from the IRWA. She has provided relocation services to the City of Tracy and California High-Speed Rail Authority.

MICHAEL LOCKARD, MAI, RW/AC

APPRAISAL & REVIEW SERVICES

Michael Lockard, MAI, started RowLand Valuation, in 2011, with 20 years of prior commercial real estate and Right of Way valuation experience. He is a CA Certified General appraiser and has earned the MAI designation from the Appraisal Institute. AR/WS has worked with Mr. Lockard for 12 years, and prior to that, he was an AR/WS employee. Mr. Lockard is a resident of Ripon.

TRENTIN KRAUSS, MAI

APPRAISAL & REVIEW SERVICES

Trentin Krauss, owner of Krauss Appraisal, LLC, has been appraising real estate for over 20 years and has appraised all types of real estate as well as provided expert testimony on numerous occasions. Krauss Appraisal, LLC has completed many appraisals regarding eminent domain, right of way, partial interests, etc. for both acquiring agencies and property owners. Mr. Krauss has also provided sworn testimony to aid in the acquisition of property via eminent domain.

PUBLIC AGENCIES

PUBLIC AGENCY EXPERIENCE

AR/WS has focused its efforts on serving public agencies since its inception. Our staff is well-experienced in providing project management, appraisal, appraisal review, acquisition/negotiation, relocation assistance, eminent domain support, and other right of way services to public agencies. Our work has been completed for local, state and federally funded projects.

AR/WS appraisers are experienced with appraising properties throughout Northern California. Our appraisers have backgrounds in appraising various types of properties, including residential, commercial, industrial, agricultural and special uses, and are experienced in appraising property for public acquisitions through the eminent domain process. They also provide appraisal services for the disposal, rental and leasing of property owned by our public agency clients, as well as appraisal reviews. The diverse backgrounds of our appraisal staff and their ability to think independently and communicate well gives AR/WS the ability to complete a wide variety of real estate appraisal assignments. Our proposed subcontractors, Krauss Appraisal and RowLand Valuation, also have extensive public agency appraisal and appraisal review experience.

AR/WS has vast experience providing real property acquisition services throughout Northern California over the past 35 years. All AR/WS acquisition agents are currently licensed brokers or salespersons by the State of California Bureau of Real Estate. AR/WS acquisition agents also hold notary public commissions. Our acquisition agents have successfully completed courses in the Uniform Relocation and Real Property Acquisition Policies Act and have training related to acquisition of property for public projects. Many of our acquisition agents have earned a professional designation or certification from the IRWA.

AR/WS relocation staff has planned and implemented many relocation programs throughout California. Our recent work includes several high-profile, complex and local relocation assistance assignments. Our relocation staff has significant experience in project management, relocation planning, relocation advisory assistance and personal property moves. Our staff provides services in a clear, respectful manner so that affected occupants can clearly understand the process and the assistance that is available to them through the relocation program.

The majority of AR/WS services are provided to public agencies on capital improvement projects which include property acquisitions under the threat of eminent domain. The AR/WS team members included on our team have extensive experience providing services beginning with the approval of an environmental document through the real estate appraisal, property acquisition and relocation assistance process, and through eminent domain when necessary. AR/WS is currently working on several federally funded projects for State of California local agencies, which require compliance with 49 CFR, Part 24. Several AR/WS project managers and acquisition agents are former Caltrans Right of Way Agents and are well versed in federally funded and Caltrans related projects.

REPEAT CLIENTS – PROVEN TRACK RECORD

Over the years, public agencies have used AR/WS as their on-call right of way/real estate “staff.” Many AR/WS assignments are the result of well-established records of solid project performance with agencies. A significant number of our contracts are either repeat or long-term contracts, including: Central Contra Costa Sanitary District (since 1989); City of Tracy (since 1993); City of Santa Rosa (since 1999); Napa County Flood Control and Water Conservation District (since 1999); Zone 7 Water Agency (since 1999); City of Concord (since 2000); City of Modesto (since 2002); Santa Clara Valley Water District (since 2003); San Francisco Public Utilities Commission (since 2005); Alameda County Transportation Commission (since 2005); Pacific Gas & Electric Company (since 2011); California High Speed Rail Authority (since 2012); and others. An AR/WS Partial Client List is included on the following page. This list includes several of the public agencies we have as clients.

AR/WS PARTIAL CLIENT LIST – SINCE 2020

CITIES

American Canyon	Fremont	Modesto	Pacific Grove	Rohnert Park	San Leandro
Atwater	Hayward	Morgan Hill	Palo Alto	Ross	Santa Rosa
Concord	Hercules	Mountain View	Petaluma	Sacramento	South San Francisco
Cotati	Livermore	Napa	Pittsburg	San Bruno	Tracy
Dublin	Manteca	Newark	Pleasanton	San Francisco	Turlock
Emeryville	Millbrae	Novato	Redwood City	San Jose	Ukiah
Fairfield	Milpitas	Oakland			

COUNTIES

Alameda	Marin	Napa	San Francisco	Santa Clara	Sonoma
Glenn	Monterey	San Benito	San Mateo	Santa Cruz	Tuolumne

SPECIAL DISTRICTS, TRANSPORTATION AUTHORITIES AND OTHERS

Alameda County Transportation Commission	Peninsula Corridor Joint Powers Board
Bay Area Rapid Transit (BART)	Peninsula Open Space Trust
Bay Area Toll Authority	Port of Oakland
California High Speed Rail Authority	Rodeo Sanitary District
California Water Service	Sacramento Municipal Utility District (SMUD)
Central Contra Costa Sanitary District	Sacramento River West Side Levee District
Contra Costa Transportation Authority	San Francisco County Transportation Agency
Contra Costa Water District	San Francisco Public Utilities Commission
Delta Design & Conveyance Authority	Santa Clara County Housing Authority
Kings County Area Public Transit Agency	Santa Clara Valley Transportation Authority
Marin County Flood Control Water Conservation District	Santa Clara Valley Water District
Middle River Power	Santa Cruz County Regional Transportation Commission
Mt. House Community Services District	Santa Cruz Port District
Mt. View Sanitary District	Sonoma County Regional Parks
Napa County Flood Control Water Conservation District	Transbay Joint Powers Authority
Napa Valley Transportation Authority	Transportation Authority of Marin
NextEra Energy	Treasure Island Development Authority
North Marin Water District	Vallejo Flood & Wastewater District
Pacific Gas and Electric Company (PG&E)	Zone 7 Water Agency

REFERENCES

CITY OF TURLOCK

VARIOUS PROJECTS

AR/WS has provided appraisal, appraisal review and acquisition services to the City of Turlock for various assignments since 2015.

AR/WS provided appraisal review services for the City's Highway 99/Fulkerth Road Interchange project in 2015. AR/WS completed four appraisal reviews for proposed acquisitions from an automotive dealership and three vacant sites zoned for commercial uses for this on-system Caltrans project.

In 2017, AR/WS provided appraisal and acquisition services for the North Olive Avenue and Wayside Drive Intersection Improvement project, which required the partial fee acquisition from one parcel. AR/WS provided acquisition services for this project and negotiations were completed with the owner signing an agreement.

Also in 2017, AR/WS appraised proposed partial acquisitions from one parcel for the City's Surface Water Distribution System Improvements Project.

In 2018, AR/WS completed five appraisals and updated appraisals for the Intersection Improvements at West Main Street & South Tegner Road, which required approval by an independent review appraiser. AR/WS also provided acquisition and negotiation services for this project.

AR/WS completed one appraisal for potential disposition of a City-owned parcel in 2019. These services were provided again for a separate property in 2020.

In 2019 and 2020, AR/WS completed 3 appraisals and 6 waiver valuations for proposed partial acquisition parcels for the Linwood Avenue ATP Improvement Project. Negotiations for this project have been completed for all parcels.

In 2021, AR/WS provided appraisal services for the remaining parcel on the Intersection Improvements at West Main Street & South Tegner Road Project, after the project was redesigned. Negotiations were completed for this parcel in 2022.

Most recently, in 2023, AR/WS provided waiver valuation and acquisition services for a partial acquisition from one parcel on the Wayside Drive Rehabilitation project. Negotiations for this acquisition have been completed.



LOCATION

Turlock, CA

SERVICES

Project Management
Appraisal
Appraisal Review
Acquisition

DURATION

2015 – 2023

KEY PERSONNEL

Brian Drake
Keith Shintani
Rosalyn Zeigler
Steve Castellano

REFERENCE

Stephen Fremming
Principal Civil Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380
(209) 668-5417
sfremming@turlock.ca.us

CITY OF TRACY

VARIOUS PROJECTS

Since 1993, AR/WS staff have provided real estate appraisal, acquisition, and relocation assistance on multiple public projects for various departments within the City of Tracy. Properties impacted have included commercial, industrial, residential, and agricultural uses involving full and partial acquisitions with severance damages and permanent and temporary easements. Over the past 10 years, projects have included the 11th Street and MacArthur Drive Improvements, South/West Elementary School Street Improvements and MacArthur Drive Widening project. All these projects were federally funded, requiring conformance with Caltrans procedures.

The 11th Street and MacArthur Drive Improvements project included appraisal and acquisition services for partial acquisitions from the frontages of four commercial parcels. AR/WS also provided relocation assistance services to one non-profit organization. The South/West Elementary School Street Improvements project required 11 expedited appraisal reports and the preparation of acquisition documents. This project was intended for the construction of a sidewalk, curb and gutter, and the installation of streetlights and wheelchair ramps to provide continuous safe walking conditions for the public and students of South/West Park Elementary School. Property types impacted included residential and vacant land. The MacArthur Drive Widening project included appraisals and acquisition services for partial acquisitions from 16 parcels and relocation services for two households and one absentee landlord.

Prior projects have included the Wastewater Treatment Plant Pipeline, the widening of Grant Line Road and the Corral Hollow Road Widening projects. The Wastewater Treatment Plan Pipeline included appraisal and acquisition services for easement acquisitions from 14 parcels. The Grant Line Road Widening involved the appraisal and acquisition of approximately 30 parcels consisting of rural residential, agricultural, and industrial uses. The 1st phase of the Corral Hollow Widening consisted of appraisal reports and property acquisition services for partial acquisitions along the frontages of 12 parcels.

More recently, AR/WS provided project management, waiver valuations, appraisals, and acquisition services on the 2nd phase of the Corral Hollow Road Widening project, which included acquisitions from over 50 parcels. AR/WS ultimately acquired 90% of the parcels successfully through negotiations. Additionally, AR/WS provided project management, appraisal, appraisal review, acquisition, and Caltrans Right of Way Certification services for the I-580/ Patterson Pass Road Interchange Project.

Currently, AR/WS is providing project management, appraisal, appraisal review, acquisition, and Caltrans Right of Way Certification services for the next phase of the Corral Hollow Road & Linne Road Intersection Project.



LOCATION

Tracy, CA

SERVICES

Project Management
Appraisal
Acquisition
Relocation

DURATION

1993 – Ongoing

KEY PERSONNEL

Bill Tannenbaum
Larry Castellanos
Steve Castellano
Brian Drake
Erik Woodhouse
Keith Shintani
Matthew Schock
Daniel Gando
Karen Eddleman
Emily Plurkowski

REFERENCE

Sharat Bandugula, PE
Acting Assistant City Engineer
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6463
Sharat.bandugula@cityoftracy.org

CITY OF MODESTO

VARIOUS PROJECTS

AR/WS has provided on-going appraisal, acquisition, and relocation services since 2002. We have worked closely with the City's engineering staff, City Attorney's office, Property Agent and former Business Development Manager. Assignments have included the preparation of full and partial acquisition appraisal reports for commercial, residential, industrial and agricultural properties. Acquisition services have been provided on a variety of property interests on commercial, industrial, residential, rural and publicly owned properties. Relocation advisory assistance to affected project occupants has been provided by AR/WS staff on various transportation, water and sewer projects.

Services have also included review of appraisal reports and general consultation regarding property issues. AR/WS staff appraisers completed property appraisal services for the City's Primary Outfall Rehabilitation project (21 appraisals) and the Emerald Trunk Line project (three appraisals) from 2009 to 2010. In 2012, AR/WS staff completed an appraisal for partial acquisitions from an agricultural property located in unincorporated Stanislaus County for a proposed well site. AR/WS subsequently provided an update to this report in 2016. In 2015, AR/WS completed an appraisal for partial acquisitions from a shopping mall for the federally-funded Dale Road Bus Turnout Project. In 2017, AR/WS prepared an appraisal for the City's Sutter Wastewater Treatment Plant. In 2019, AR/WS prepared an appraisal of a City-owned property with historic structures built in the 1800s.

AR/WS provided project management and acquisition services for 5 properties for the Hetch Hetchy and Claratina Avenue Structure Crossing Project. AR/WS also prepared a Relocation Plan and provided relocation assistance for one residential household. Most recently, AR/WS provided valuation and acquisition services for the Paradise Road Roundabout; appraisal services for the River Trunk Realignment and Empire Well projects; and property owner discussions for the Litt Road project. The Del Rio Well project included appraisal services for property disposition and the expansion of an existing well site to service a new development. Additionally, AR/WS provided Real Estate Plan development and property rights transfer coordination for the Reclamation District 2091 Levee Improvement Project.



LOCATION

Modesto, CA

SERVICES

Project Management
Real Estate Plan Support
Appraisal
Acquisition
Relocation

DURATION

2002 – Ongoing

KEY PERSONNEL

Larry Castellanos
Erik Woodhouse
Steve Castellano
Brian Drake
Keith Shintani
Matthew Schock
Roselyn Zeigler

REFERENCE

Edgar Vargas, P.E.
Senior Civil Engineer
1010 Tenth Street, Suite 4600
Modesto, CA 95353
(209) 577-5424
evargas@modestogov.com

CITY OF MANTECA

MANTECA TRANSIT CENTER PARKING LOT EXPANSION PROJECT

This project required acquisition of parcels for the expansion of the existing Transit Center. The additional parking will be utilized to support future uses of the Transit Center which include the Altamont Corridor Express (ACE train). AR/WS services included acquisition of fee simple interests, meetings with property owners, facilitating the appraisal process, appraisal reviews, relocation planning and assistance for a residential occupant, meetings with City of Manteca transit supervisor and overall management of the project.

The project included acquisitions from 2 parcels and agreements have been signed for all parcels. Relocation services included preparation of a relocation plan, preparation and delivery of required notices, occupant surveys, housing valuation studies, and ongoing relocation advisory assistance.



LOCATION

Manteca, CA

SERVICES

Project Management
Appraisal Review
Acquisition
Relocation

DURATION

2021

KEY PERSONNEL

Ty Cademartori
Emily Plurkowski
Matthew Schock

REFERENCE

Juan Portillo
Transit Supervisor
220 Moffat Blvd.
Manteca, CA 95336
(209) 456-8775
jportillo@ci.manteca.ca.us

CITY OF ATWATER

FRUITLAND AVENUE RECONSTRUCTION PROJECT, PHASE 3

The Fruitland Avenue Reconstruction Project intended to reconstruct pavements on Fruitland Avenue between Winton Way and Shaffer Road. Project components included constructing curb, gutter, sidewalk, storm drainage facilities, street lighting, and utility relocations.

AR/WS provided valuation, acquisition, and title/escrow coordination services for the acquisition of permanent easements from 11 properties. AR/WS appraised one property and prepared Waiver Valuations for 10 properties. AR/WS successfully acquired the road easements from all 11 properties through negotiations.

AR/WS was recently notified of award for a Professional Services Agreement for on-call right of way services with the City.



LOCATION

Atwater, CA

SERVICES

Project Management
Waiver Valuations
Appraisal
Acquisition

DURATION

2021 – 2023

KEY PERSONNEL

Steve Castellano
Brian Drake
Lorena Serrano

REFERENCE

Greg Thompson
Public Works/Community
Development Director
750 Bellevue Road
Atwater, CA 95301
(209) 357-6367
gthompson@atwater.org

ADDITIONAL REFERENCES

Gary Huisingh, P.E.
Deputy Executive Director of Projects
Alameda County Transportation Commission
 (510) 208-7400
 ghuisingh@alamedactc.org

Kathy Wood
Right of Way Manager
Sonoma County Transportation and Public Works
 (707) 565-2257
 Kathy.Wood@sonoma-county.org

Joe Panchesson
Engineering Technician II
Napa County Flood Control and Water Conservation District
 (707) 259-8600
 joseph.panchesson@countyofnapa.org

Ken Anderssohn
Senior Real Estate Agent
Santa Clara Valley Water District
 (408) 630-3732
 kanderssohn@valleywater.org

Sarah Christensen, PE
Executive Director
Santa Cruz County Regional Transportation Commission
 (831) 460-3204
 schristensen@sccrtc.org

Eric Cordoba
Chief Operating Officer
Cole Management & Engineering
 925-408-8585
 ecordoba@cole-mtgandeng.com

Brian Fitzpatrick
Real Estate Department Manager
San Mateo County Transit District
 (650) 508-7781
 fitzpatrickb@samtrans.com

Dina Brasil
Right of Way Manager
San Francisco Public Utilities Commission
 (415) 934-3914
 dbrasil@sfgwater.org

Robin L. Thornton
Director Attorney at Law
Fennemore Wendel
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 rthornton@fennemorelaw.com

Kathy Bradley
Manager of Real Estate and Project Administration
Santa Clara Valley Transportation Authority
 (408) 321-5759
 Kathy.Bradley@vta.org

SAMPLE WORK

Three samples of work have been provided with confidential information redacted. Due to the size of these work samples, they have been included in a separate envelope titled "Sample Work" within the hard copy submittal, and in a folder titled "Sample Work" in the electronic submittal.

FEES

FEES

As requested, our fee schedule is included in a separately sealed envelope.

AR/WS FEE SCHEDULE

CONSULTING CATEGORY	RATE
Principal Consultant	\$285.00
Managing Consultant	\$230.00
Consultant III	\$175.00
Consultant II	\$155.00
Consultant I	\$135.00
Right of Way Technician	\$110.00
Administrative Support	\$95.00
Appraisal Reports	Lump Sum
Appraiser III (MAI) (Hourly)	\$230.00
Appraiser II (Hourly)	\$210.00
Appraiser I (Hourly)	\$185.00
Subcontractors	Cost + 10%
Preparation for Expert Witness Testimony & Court Appearances	\$300.00
Court Attendance and Testimony at Depositions, Arbitrations, Mediations, Hearings, and Trial	\$400.00

Rates subject to a 3% annual escalation

EXHIBIT C
SERVICE REQUEST TEMPLATE

SERVICE REQUEST NO. ____

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Right of Way and Property Appraisal Services ("Agreement") dated _____ between the City of Turlock ("City") and _____ ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific Right of Way and Property Appraisal Services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. _____. The cost for completion of the items of work shall not exceed _____ and no/100ths Dollars (\$_____).
2. All work associated with this Service Request shall conform to the requirements of the Agreement and this addendum and shall be completed to the satisfaction of City within _____ months of the Notice to Proceed.
3. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

CONSULTANT

By: _____
William D. Morris, City Engineer

By: _____

Title: _____

Address: _____

Phone: _____

City Council Staff Report

December 10, 2024



From: Christopher Fisher, Municipal Services Director
Prepared by: Randy Jones, P.E., Sr. Civil Engineer
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the award of bid is exempt from the provisions of CEQA in accordance with Section 15301 of the CEQA Guidelines, awarding the bid and approving an Agreement with United Pavement Maintenance of Hughson, California, in the amount of \$1,802,595.60, and authorizing a contingency amount of \$180,259 (10.0%) for construction of City Project No. 14-44 "Intersection Improvements at W. Main Street and S. Tegner Road" to be funded in Fiscal Year 2024-25 by Fund 215 "Streets - Grant Funded Projects"

2. DISCUSSION OF ISSUE:

The area including and surrounding the intersection of W. Main Street and Tegner Road experiences a high amount of truck traffic from several industrial businesses that operate within the Turlock Regional Industrial Park (TRIP). Consistent with the Transportation Objectives of the Westside Industrial Specific Plan (WISP), the project scope features signalization of the intersection to allow signal-controlled left turns both onto and from W. Main Street and Tegner Road. Due to their length and slow acceleration, large trucks must often wait a long time before making a turn from northbound S. Tegner Road onto W. Main Street. This traffic must judge gaps in traffic on W. Main Street, which has a posted speed limit of 55 mph west of the intersection and 45 mph east of the intersection. This project will allow vehicles to make these turns from a signalized intersection.

On September 24, 2024, City Council approved the advertisement for construction bids for City Project No. 14-44 "Intersection Improvements at W. Main Street and Tegner Road." The project scope includes:

- Installation of traffic signal equipment including foundations, poles, mast arms, signal heads, intersection lighting, signage, and related electrical service and distribution infrastructure.
- Minor road widening on W. Main Street to allow for the addition of dedicated left turn only lanes.
- Modification of existing irrigation facilities such as culverts, pipes, and flow control structures. These facilities are owned by Turlock Irrigation District and must be modified to avoid conflict with the construction of the intersection's improvements.

City staff advertised this project on October 5, 2024 through the Turlock Journal and on the City's website for construction projects. Four (4) bids were received before the due date and time on November 5, 2024.

Bid Summary:

BIDDER	BID AMOUNT
United Pavement Maintenance, Inc.	\$1,802,595.60
Dirt Dynasty, Inc.	\$1,998,046.00
Sinclair General Engineering Construction, Inc.	\$2,007,989.43
George Reed	\$2,106,818.00

Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an agreement with United Pavement Maintenance of Hughson, California, as the lowest responsive, responsible bidder with a bid amount of \$1,802,595.60.

3. BASIS OF RECOMMENDATION:

- A. Per the Public Contract Code, § 20160 et seq., the City Council has the discretion to decide if a project shall be awarded to the lowest responsible bidder submitting a responsive bid, or if all bids should be rejected.
- B. Sufficient funding has been identified through federal Congestion Mitigation and Air Quality (CMAQ) grants and local match funds provided by Fund 305 "Capital Facilities Fees" Roadways element.
- C. Staff recommends Council approval of a contract change order contingency amount of \$180,259 in accordance with Resolution No. 2023-070. This equates to 10.0% of the construction contract price and is considered an average amount for a project such as this.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

The total estimated project costs are shown in the table below:

Right of Way Acquisition and Services	\$130,591.00
Preliminary Engineering -City Staff	\$221,717.00
Preliminary Engineering -Consultants	\$31,294.00
Construction Contract -United Pavement Maintenance	\$1,802,595.60
Construction Contingency	\$180,259.00
Construction Management and Inspection -City Staff	\$150,000.00
Construction Surveying -Consultant*	\$35,000.00
Construction Materials Testing -Consultant*	\$35,000.00
Turlock Irrigation District Fees	\$20,000.00
Total Estimated Project Cost	\$2,606,456.60

*These services will be solicited from on-call consultants before these services are needed

The project is partially funded through a federal Congestion Mitigation and Air Quality (CMAQ) grant. Project expenses are made to account number 215-40-420.51210 "Federal Street Projects." CMAQ reimbursements are deposited in account number 215-40-420.34100_002 "Federal Street Grants CMAQ." The required local match funds have already been transferred into Fund 215 - Federal Grant Projects from Fund 305 - Capital Facilities Fees (CFF) by way of transfers in account numbers 305-40-440.48001_233 "Transfers Out Tegner & Main Signal P1444" and 215-40-420.38001_233 "Transfers In Fr 305Tegner & Main Signal 1444."

Available project funding includes the following sources and amounts:

Federal Grant (CMAQ)	\$2,193,000.00
Fund 305 CFF "Roadways" transferred in FY 16-17	\$493,000.00
Fund 305 CFF "Roadways" transferred in FY 17-18	\$10,000.00
Fund 305 CFF "Roadways" transferred in FY 18-19	\$20,000.00
Total Funding Available	\$2,716,000.00

No additional appropriation of funds is required at this time. Any excess local match

funding from Fund 305 "Capital Facility Fees" will be transferred back into the original source fund upon completion of the 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 negligible expansion of use of the existing facility. This project includes only minor road widening work necessary to install left turn lanes on W. Main Street and is negligible in nature.

Due to this project receiving federal funds, clearance per the National Environmental Policy Act (NEPA) is also required. This project was reviewed by the State and has determined that this project has no significant impacts on the environment and that the project is categorically excluded per 23 CFR 771.117(c) activity (c)(8) for "*installation of fencing, signs, pavement markings, small passenger shelters, traffic signals, and railroad warning devices where no substantial land acquisition or traffic disruption will occur.*"

8. ALTERNATIVES:

- A. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because the improvements are needed and funds are available for this purpose. Further, the federal grant funds may not be used for any purpose nor any other location.
- B. Council could approve a contract change order contingency amount different from that recommended by Staff in the amount of \$180,259. Staff does not recommend this alternative because this equates to 10% of the construction contract price and is considered an average amount for a project such as this.
- C. Provide staff with direction on how to proceed.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. Bidder's Summary
- 3. Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE	}	
AWARD OF BID IS EXEMPT FROM THE	}	
PROVISIONS OF CEQA IN ACCORDANCE	}	RESOLUTION NO. 2024-
WITH SECTION 15301 OF THE CEQA	}	
GUIDELINES, AWARDDING THE BID AND	}	
APPROVING AN AGREEMENT WITH	}	
UNITED PAVEMENT MAINTENANCE OF	}	
HUGHSON, CALIFORNIA, IN THE AMOUNT	}	
OF \$1,802,595.60, AND AUTHORIZING A	}	
CONTINGENCY AMOUNT OF \$180,259	}	
(10.0%) FOR CONSTRUCTION OF CITY	}	
PROJECT NO. 14-44 "INTERSECTION	}	
IMPROVEMENTS AT W. MAIN STREET	}	
AND S. TEGNER ROAD" TO BE FUNDED	}	
IN FISCAL YEAR 2024-25 BY FUND 215	}	
"STREETS - GRANT FUNDED PROJECTS"	}	

WHEREAS, on September 24, 2024, City Council approved a motion to allow for the advertisement of City Project No. 14-44 “Intersection Improvements at W. Main Street and Tegner Road” for construction bids; and

WHEREAS, City Project No. 14-44 “Intersection Improvements at W. Main Street and S. Tegner Road” consists of installation of traffic signal equipment and related electrical service and distribution infrastructure, minor road widening on W. Main Street to allow for the addition of dedicated left turn only lanes, and modification of existing irrigation facilities such as culverts, pipes, and flow control structures to avoid conflict with the project improvements; and

WHEREAS, on November 5, 2024, four (4) bids were received for City Project No. 14-44 “Intersection Improvements at W. Main Street and S. Tegner Road” and United Pavement Maintenance of Hughson, California was deemed a responsible bidder submitting the lowest responsive bid in the amount of \$1,802,595.60; and

WHEREAS, the project is partially funded through a federal Congestion Mitigation and Air Quality (CMAQ) grant with remaining funding provided from local match funds that have previously been allocated to the project from Fund 305 “Capital Facilities Fees” Roadways element; and

WHEREAS, Council approval of a construction contingency amount of \$180,259 (10.0% of the construction contract amount) is requested in accordance with the City’s change order policy outlined in Resolution 2023-070; and

WHEREAS, this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) as the project involves negligible expansion of use of the existing roadway facilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the award of bid is exempt from the provisions of CEQA in accordance with Section 15301 of the CEQA Guidelines, awarding the bid and approve an Agreement with United Pavement Maintenance of Hughson, California, in the amount of \$1,802,595.60, and authorize a contingency amount of \$180,259 (10.0%) for construction of City Project No. 14-44 "Intersection Improvements at W. Main Street and S. Tegner Road" to be funded in Fiscal Year 2024-25 by Fund 215 "Streets - Grant Funded Projects".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2024, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Intersection Improvements at W. Main St. and S. Tegner Rd.

PROJECT NUMBER: 14-44

BID OPENING: November 5, 2024

2:00PM

ANTICIPATED COUNCIL AWARD DATE: December 10, 2024

				1		2		3		4			
				ENGINEER'S EST.		United Pavement Maintenance, Inc.		Dirt Dynasty, Inc.		Sinclair General Engineering Construction, Inc.		George Reed	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1.00	\$125,000.00	\$125,000.00	\$65,322.00	\$65,322.00	\$333,000.00	\$333,000.00	\$71,170.94	\$71,170.94	\$170,000.00	\$170,000.00
2	Stormwater Pollution Prevention Plan (SWPPP) and Implementation	LS	1.00	\$5,000.00	\$5,000.00	\$13,170.00	\$13,170.00	\$20,000.00	\$20,000.00	\$26,864.17	\$26,864.17	\$25,000.00	\$25,000.00
3	Traffic Control Plan and Implementation	LS	1.00	\$125,000.00	\$125,000.00	\$134,700.00	\$134,700.00	\$95,000.00	\$95,000.00	\$59,911.36	\$59,911.36	\$85,000.00	\$85,000.00
4	Construction Project Sign	EA	3.00	\$1,000.00	\$3,000.00	\$1,650.00	\$4,950.00	\$1,500.00	\$4,500.00	\$1,725.06	\$5,175.18	\$1,500.00	\$4,500.00
5	Remove Existing Improvements	LS	1.00	\$100,000.00	\$100,000.00	\$94,800.00	\$94,800.00	\$35,000.00	\$35,000.00	\$41,451.31	\$41,451.31	\$100,000.00	\$100,000.00
6	Grinding (Cold Plane Method)	LS	1.00	\$35,000.00	\$35,000.00	\$35,500.00	\$35,500.00	\$12,000.00	\$12,000.00	\$113,807.00	\$113,807.00	\$1.00	\$1.00
7	Earthwork and Grading	LS	1.00	\$75,000.00	\$75,000.00	\$25,800.00	\$25,800.00	\$90,000.00	\$90,000.00	\$69,314.44	\$69,314.44	\$200,000.00	\$200,000.00
8	Sheeting, Shoring, and Bracing for worker protection per CA Labor Law Section 6707	LS	1.00	\$10,000.00	\$10,000.00	\$9,500.00	\$9,500.00	\$5,000.00	\$5,000.00	\$15,176.90	\$15,176.90	\$500.00	\$500.00
9	Minor Concrete (Signal Pad)	SF	164.00	\$10.00	\$1,640.00	\$33.00	\$5,412.00	\$25.00	\$4,100.00	\$32.18	\$5,277.52	\$50.00	\$8,200.00
10	Water Main (12" C900) with Blowoff	LS	1.00	\$12,000.00	\$12,000.00	\$19,500.00	\$19,500.00	\$20,000.00	\$20,000.00	\$25,781.68	\$25,781.68	\$32,000.00	\$32,000.00
11	Sewer Main (30" 12" SDR-26)	LF	34.00	\$250.00	\$8,500.00	\$325.00	\$11,050.00	\$1,150.00	\$39,100.00	\$341.94	\$11,625.96	\$375.00	\$12,750.00
12	Sewer Cleanout	EA	1.00	\$2,500.00	\$2,500.00	\$3,385.00	\$3,385.00	\$6,200.00	\$6,200.00	\$1,495.54	\$1,495.54	\$1,800.00	\$1,800.00
13	TID Electrical Conduit (2")	LF	432.00	\$20.00	\$8,640.00	\$71.50	\$30,888.00	\$35.00	\$15,120.00	\$37.31	\$16,117.92	\$42.00	\$18,144.00
14	TID Electrical Conduit (6")	LF	432.00	\$25.00	\$10,800.00	\$77.00	\$33,264.00	\$55.00	\$23,760.00	\$57.57	\$24,870.24	\$88.00	\$38,016.00
15	TID 42" Irrigation RCP	LF	332.00	\$700.00	\$232,400.00	\$435.00	\$144,420.00	\$380.00	\$126,160.00	\$534.55	\$177,470.60	\$565.00	\$187,580.00
16	TID 24" Irrigation C905	LF	122.00	\$300.00	\$36,600.00	\$470.00	\$57,340.00	\$380.00	\$46,360.00	\$494.02	\$60,270.44	\$350.00	\$42,700.00
17	TID Control Box (CS 101)	EA	1.00	\$50,000.00	\$50,000.00	\$27,400.00	\$27,400.00	\$75,000.00	\$75,000.00	\$45,399.46	\$45,399.46	\$41,200.00	\$41,200.00
18	TID Pipe Fittings	LS	1.00	\$50,000.00	\$50,000.00	\$42,500.00	\$42,500.00	\$50,000.00	\$50,000.00	\$41,465.10	\$41,465.10	\$56,400.00	\$56,400.00
19	TID Drop Inlet (CS 145A)	EA	2.00	\$50,000.00	\$100,000.00	\$12,700.00	\$25,400.00	\$23,200.00	\$46,400.00	\$25,224.16	\$50,448.32	\$32,300.00	\$64,600.00

20	Relocate Existing Chain Link Fence	LF	598.00	\$25.00	\$14,950.00	\$46.80	\$27,986.40	\$40.50	\$24,219.00	\$45.35	\$27,119.30	\$68.50	\$40,963.00
21	Aggregate Base	CY	920.00	\$120.00	\$110,400.00	\$116.40	\$107,088.00	\$105.00	\$96,600.00	\$186.61	\$171,681.20	\$135.00	\$124,200.00
22	Hot Mix Asphalt	TN	1290.00	\$140.00	\$180,600.00	\$127.25	\$164,152.50	\$120.00	\$154,800.00	\$173.90	\$224,331.00	\$160.00	\$206,400.00
23	Temporary Pavement Striping	LS	1.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$3,731.14	\$3,731.14	\$1,500.00	\$1,500.00
24	Adjsut Frame and Cover to Grade (Water G5 Box)	EA	13.00	\$1,000.00	\$13,000.00	\$1,500.00	\$19,500.00	\$1,200.00	\$15,600.00	\$1,540.52	\$20,026.76	\$900.00	\$11,700.00
25	Adjsut Frame and Cover to Grade (Sewer Manhole)	EA	9.00	\$1,200.00	\$10,800.00	\$1,800.00	\$16,200.00	\$1,200.00	\$10,800.00	\$1,981.66	\$17,834.94	\$1,200.00	\$10,800.00
26	Adjust Monument Well to Grade	EA	1.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$2,465.12	\$2,465.12	\$1,800.00	\$1,800.00
27	Thermoplastic Striping (Detail 22)	LF	512.00	\$2.75	\$1,408.00	\$5.50	\$2,816.00	\$5.00	\$2,560.00	\$5.33	\$2,728.96	\$5.00	\$2,560.00
28	Thermoplastic Striping (Detail 27B)	LF	4516.00	\$2.75	\$12,419.00	\$2.75	\$12,419.00	\$2.50	\$11,290.00	\$2.67	\$12,057.72	\$2.50	\$11,290.00
29	Thermoplastic Striping (Detail 29)	LF	3914.00	\$2.75	\$10,763.50	\$4.40	\$17,221.60	\$4.00	\$15,656.00	\$4.26	\$16,673.64	\$4.00	\$15,656.00
30	Thermoplastic Striping (Detail 38)	LF	334.00	\$2.75	\$918.50	\$2.75	\$918.50	\$2.50	\$835.00	\$2.67	\$891.78	\$2.50	\$835.00
31	Thermoplastic Markings (White)	SF	90.00	\$5.00	\$450.00	\$13.20	\$1,188.00	\$12.00	\$1,080.00	\$12.79	\$1,151.10	\$12.00	\$1,080.00
32	Paint Striping (8" Yellow)	LF	1026.00	\$5.00	\$5,130.00	\$4.40	\$4,514.40	\$4.00	\$4,104.00	\$4.26	\$4,370.76	\$4.00	\$4,104.00
33	Thermoplastic Striping (12" White)	LF	71.00	\$5.00	\$355.00	\$13.20	\$937.20	\$12.00	\$852.00	\$12.79	\$908.09	\$12.00	\$852.00
34	Slope and Backfill Improvements with AB-Install Shoulder Backing	LS	1.00	\$35,000.00	\$35,000.00	\$28,588.00	\$28,588.00	\$25,000.00	\$25,000.00	\$18,997.79	\$18,997.79	\$25,000.00	\$25,000.00
35	Fixed Bollard	EA	5.00	\$1,000.00	\$5,000.00	\$715.00	\$3,575.00	\$650.00	\$3,250.00	\$692.92	\$3,464.60	\$650.00	\$3,250.00
36	Install 16' Barricade Install Roadside Signs, Barricades, and Posts	EA	2.00	\$2,500.00	\$5,000.00	\$1,375.00	\$2,750.00	\$1,250.00	\$2,500.00	\$1,332.55	\$2,665.10	\$1,200.00	\$2,400.00
37	Signals, Lighting, and Electrical Systems - Pole A, B, C, D, and H	LS	1.00	\$250,000.00	\$250,000.00	\$357,682.00	\$357,682.00	\$360,000.00	\$360,000.00	\$368,646.78	\$368,646.78	\$325,166.00	\$325,166.00
38	Signals, Lighting, and Electrical Systems - Pole E, F, and G	LS	1.00	\$150,000.00	\$150,000.00	\$185,758.00	\$185,758.00	\$160,000.00	\$160,000.00	\$185,149.57	\$185,149.57	\$168,871.00	\$168,871.00
39	Allowance for Unknown Utility Conflicts	Allow	1.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
40	Allowance for Road Remediation	Allow	1.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
Base Bid Total =				\$1,863,474.00		\$1,802,595.60		\$1,998,046.00		\$2,007,989.43		\$2,106,818.00	



AGREEMENT

FOR PUBLIC IMPROVEMENT

City Project No. 14-44
Intersection Improvements at W. Main St. and S. Tegner Rd.
CML-5165 (081)

THIS PUBLIC IMPROVEMENT AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and United Pavement Maintenance, Inc., a California corporation (“Contractor”), on this 10th day of December 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 Intersection Improvements at W. Main St. and S. Tegner Rd. (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 December 10, 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 Intersection Improvements at W. Main St. and S. Tegner Rd. CML-5165 (081);
- 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 Intersection Improvements at W. Main St. and S. Tegner Rd. CML-5165 (081).**" 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	Contractor's Proposal for 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
6.	<i>Exhibit F</i>	<i>Federal Wage Rates</i>
7.	<i>Exhibit G</i>	<i>FHWA Form 1273</i>

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 **One Million Eight Hundred Two Thousand Five Hundred Ninety-Five Dollars and sixty cents (\$1,802,595.60)** (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 **Seventy Five (75)** 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 **Ninety (90)** 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 **Three Thousand Seven Hundred and no/100ths Dollars (\$3700.00)** 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 **Five Hundred and no/100ths Dollars (\$500.00)** 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.* Pollution Coverage shall be provided on a Contractors Pollution Liability form, or other form acceptable to City, providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than Two Million Dollars (\$2,000,000.00) per claim. All activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

(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: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
Turlock, CA 95380-5461**

With courtesy copies to:

**City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, CA 95380-5456**

If to Contractor:

**United Pavement Maintenance, Inc
Rodolfo Ruvalcaba
P.O. Box 1017
Hughson, CA 95326**

If to Contractor's Sureties:

**Atlantic Specialty Insurance
One Towne Square, Ste 1470
Southfield, MI. 48076**

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

Randall Jones, P.E.
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-5520
E-mail: Rjones@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. Execution and 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 125 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: R Ruvalcaba
Rodolfo Ruvalcaba
Print Name

Address: 7017 Hughson Ave
Hughson CA 95326

Phone: 209 883 4345

Date: 11/19/2024

Federal Tax ID or Social Security No:

47-1439289

DIR Registration Number:

1000878534

Affix Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
Reagan M. Wilson, 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**

PROPOSAL

Project No. 14-44

**Intersection Improvements at W. Main St. and S. Tegner Rd.
CML-5165 (081)**

City of Turlock, California

DATED: 11/05/2024

To: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER: United Pavement Maintenance, Inc.

7017 Hughson Ave, Hughson, CA 95326

BUSINESS ADDRESS: Mailing - P.O. Box 1017 Hughson, CA, 95326

PLACE OF RESIDENCE: Hughson, CA

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of Cost.

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the Office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the

construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1	65,322	65,322
2	Stormwater Pollution Prevention Plan (SWPPP) and Implementation	LS	1	13,170	13,170
3	Traffic Control Plan and Implementation	LS	1	134,700	134,700
4	Construction Project Sign	EA	3	1,650	4,950
5	Remove Existing Improvements	LS	1	94,800	94,800
6	Grinding (Cold Plane Method)	LS	1	35,500	35,500
7	Earthwork and Grading	LS	1	25,800	25,800
8	Sheeting, Shoring, and Bracing for worker protection per CA Labor Law Section 6707	LS	1	9,500	9,500
9	Minor Concrete (Signal Pad)	SF	164	33.00	5,412
10	Water Main (12" C900) with Blowoff	LS	1	19,500	19,500
11	Sewer Main (30" 12" SDR-26)	LF	34	325.00	11,050
12	Sewer Cleanout	EA	1	3,385	3,385
13	TID Electrical Conduit (2")	LF	432	71.50	30,888
14	TID Electrical Conduit (6")	LF	432	77.00	33,264
15	TID 42" Irrigation RCP	LF	332	435.00	144,420
16	TID 24" Irrigation C905	LF	122	470.00	57,340
17	TID Control Box (CS 101)	EA	1	27,400	27,400
18	TID Pipe Fittings	LS	1	42,500	42,500
19	TID Drop Inlet (CS 145A)	EA	2	12,700	25,400

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
20	Relocate Existing Chain Link Fence	LF	598	46.80	27,986.40
21	Aggregate Base	CY	920	116.40	107,088
22	Hot Mix Asphalt	TN	1290	127.25	164,152.50
23	Temporary Pavement Striping	LS	1	3,500	3,500
24	Adjsut Frame and Cover to Grade (Water G5 Box)	EA	13	1,500	19,500
25	Adjsut Frame and Cover to Grade (Sewer Manhole)	EA	9	1,800	16,200
26	Adjust Monument Well to Grade	EA	1	1,500	1,500
27	Thermoplastic Striping (Detail 22)	LF	512	5.50	2,816
28	Thermoplastic Striping (Detail 27B)	LF	4516	2.75	12,419
29	Thermoplastic Striping (Detail 29)	LF	3914	4.40	17,221.60
30	Thermoplastic Striping (Detail 38)	LF	334	2.75	918.50
31	Thermoplastic Markings (White)	SF	90	13.20	1,188
32	Paint Striping (8" Yellow)	LF	1026	4.40	4,514.40
33	Thermoplastic Striping (12" White)	LF	71	13.20	937.20
34	Slope and Backfill Improvements with AB- Install Shoulder Backing	LS	1	28,588	28,588
35	Fixed Bollard	EA	5	715.00	3,575
36	Install 16 Barricade Install Roadside Signs, Barricades, and Posts	EA	2	1,375	2,750
37	Signals, Lighting, and Electrical Systems - Pole A, B, C, D, and H	LS	1	357,682	357,682
38	Signals, Lighting, and Electrical Systems - Pole E, F, and G	LS	1	185,758	185,758

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
39	Allowance for Unknown Utility Conflicts	Allow	1	\$25,000.00	\$25,000.00
40	Allowance for Road Remediation	Allow	1	\$35,000.00	\$35,000.00
Subtotal					\$1,802,595.60

Bidder has examined and carefully studied the Bidding documents and other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged

ADDENDA

No. <u>1</u>	Date <u>10/29/2024</u>	Signed <u>K. Ruvalcaba</u>
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____

TOTAL BID WRITTEN IN FIGURES: \$ 1, 8 0 2 , 5 9 5 . 6 0

TOTAL BID WRITTEN IN WORDS: One million eight hundred two thousand five hundred ninety-five and six tenths

CONTRACTOR: United Pavement Maintenance, Inc.

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

Also accompanying this proposal is an affidavit of non-collusion and questionnaire to general contractors, a statement of proposed subcontractors, if any, the address of mill, shop or office of any subcontractor, and a statement of work to be performed by subcontractors.

The names and addresses of persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership,

COMPANY'S NAME: United Pavement Maintenance, Inc.

BY: Rodolfo Ruvalcaba

ADDRESS: 7017 Hughson Ave
(Number) (Street)
Hughson California 95326
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: (209) 883-4345

CONTRACTOR'S EMAIL: rudu@asphaltpavingpros.net

NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.

United Pavement Maintenance, Inc., Contractor's License # 905503, Class A, B, C10, C31, C32
(Company's Name)

Expires 08/31/2025, DIR #: 1000878534

This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

X R. Ruvalcaba 11/05/2024
(Bidder's Signature) (Date)

state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

Licensed in accordance with an act providing for the registration of Contractors,
License No. 905503 Expiration Date 08/31/2025.

DATED: November 5th, 20 24

7017 Hughson Ave, Hughson, CA 95326

Address: Mailing - P.O. Box 1017 Hughson, CA, 95326

Phone: (209) 883-4345

Email: rudu@asphaltprospavingpros.net

United Pavement Maintenance, Inc. S Corporation

X Ruvalcaba

Rodolfo Ruvalcaba President, Treasurer, and Manager

Mabel Ruvalcaba

Signature of Bidder

Mabel Ruvalcaba Corporate Secretary

**A California Corporation
7017 Hughson Ave.
Hughson, CA 95326**

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

AFFIDAVIT

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

X R. Ruvalcaba
Signature of Bidder

Jurat (Government Code Section 8202)

State of California

County of Stanislaus

Subscribed and sworn to (or affirmed) before me on this 31 day of October, 2024

by Rodolfo Ruvalcaba proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Annette M Kinsfater
NOTARY PUBLIC SIGNATURE

Annette M Kinsfater
NOTARY PUBLIC PRINTED NAME

(AFFIX SEAL)



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:
 - 7.1 During that period
 - 7.2 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: R Ruvalcaba
Rodolfo Ruvalcaba
(Typed or Printed Name)

Date: 11/19/2024

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

7017 Hughson Ave
Hughson, CA 95326
mailing: P.O. Box 1017
Hughson, CA 95326

Business Phone: (209) 883-4345

EXHIBIT D
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to **United Pavement Maintenance, Inc.** hereinafter designated as the “Principal,” a contract for **Project No. 14-44, “Intersection Improvements at W. Main St. and S. Tegner Rd. CML-5165 (081)”**; 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 **United Pavement Maintenance, Inc.** hereinafter designated as the "Principal", a contract for **Project No. 14-44, "Intersection Improvements at W. Main St. and S. Tegner Rd. CML-5165 (081)";** 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

"General Decision Number: CA20240018 10/18/2024

Superseded General Decision Number: CA20230018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
<http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024
3	01/26/2024
4	02/09/2024
5	02/16/2024
6	02/23/2024
7	03/01/2024
8	03/08/2024
9	03/15/2024
10	04/12/2024
11	04/26/2024
12	05/24/2024
13	07/05/2024
14	07/12/2024
15	07/19/2024
16	07/26/2024
17	08/09/2024
18	08/23/2024
19	09/06/2024
20	09/13/2024
21	09/20/2024
22	10/18/2024

* ASBE0016-004 05/01/2024

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED,
 MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS &
 TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA
 CLARA COUNTIES

	Rates	Fringes
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Asbestos Removal
 worker/hazardous material
 handler (Includes
 preparation, wetting,
 stripping, removal,
 scrapping, vacuuming, bagging
 and disposing of all
 insulation materials from
 mechanical systems, whether
 they contain asbestos or not)

Area 1.....	\$ 34.56	11.40
Area 2.....	\$ 36.53	9.27

 ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN
 FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA,
 MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
--	-------	---------

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)

Area 1.....	\$ 84.76	25.07
Area 2.....	\$ 64.56	25.07

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 49.62	41.27
Area 2.....	\$ 45.60	38.99

BRCA0003-001 08/01/2023

	Rates	Fringes
MARBLE FINISHER.....	\$ 41.18	18.58

BRCA0003-003 08/01/2023

	Rates	Fringes
MARBLE MASON.....	\$ 60.20	28.82

BRCA0003-005 05/01/2024

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 51.17	25.80
(7) San Francisco, San Mateo.....	\$ 57.02	28.50
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 56.94	26.28
(9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 52.76	25.01
(16) Monterey, Santa Cruz...	\$ 54.18	27.82

BRCA0003-008 07/01/2023

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 43.90	19.51
TERRAZZO WORKER/SETTER.....	\$ 59.06	28.31

BRCA0003-011 04/01/2024

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 37.75	19.28
Area 2.....	\$ 34.76	19.22
Area 3.....	\$ 32.68	18.32
Tile Layer		
Area 1.....	\$ 59.92	22.62
Area 2.....	\$ 55.17	22.52
Area 3.....	\$ 50.28	22.05

CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 60.54	33.52
Journeyman Carpenter.....	\$ 60.39	33.52
Millwright.....	\$ 60.49	35.11

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).\$	59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other

enclosure less than 48"" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 2.....	\$ 46.77	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22

Area 2.....	\$ 23.39	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer,		

Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 60.54	33.52
Journeyman Carpenter.....	\$ 60.39	33.52
Millwright.....	\$ 60.49	35.11

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

 CARP0701-001 07/01/2021

Fresno and Madera Counties

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

 CARP0713-001 07/01/2021

Alameda County

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 CARP1109-001 07/01/2021

Kings County

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

 ELEC0006-004 11/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.68	3%+24.65
Technician.....	\$ 59.43	3%+24.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 91.25	3%+45.315

ELEC0100-002 06/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 45.00	29.15

ELEC0100-005 12/01/2023

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 42.48	27.42
Technician.....	\$ 48.85	27.42

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and

low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/25/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 65.16	29.55
Zone B.....	\$ 71.68	29.75

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 47.93	24.09
Technician.....	\$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 68.92	32.67
ELECTRICIAN.....	\$ 61.26	32.44

ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 48.44	27.60
Technician.....	\$ 55.71	27.82

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 100.25	46.72
ELECTRICIAN.....	\$ 87.17	46.33

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "'Bosun's chairs,'" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 53.18	27.745
Technician.....	\$ 61.16	27.985

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2024

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 84.18	3%+44.68
ELECTRICIAN.....	\$ 73.20	3%+44.68

ELEC0595-002 06/01/2024		

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 59.34	3%+30.48
ELECTRICIAN		
(1) Tunnel work.....	\$ 51.92	3%+30.48
(2) All other work.....	\$ 49.45	3%+30.48

ELEC0595-006 11/01/2023		

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	3%+24.15
Technician.....	\$ 58.86	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 11/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 40.88	3%+24.15
Technician.....	\$ 47.01	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed

in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2024

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 82.00	48.05

ELEC0617-003 12/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 53.18	27.75
Technician.....	\$ 61.16	27.98

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 47.50	29.36

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 42.48	27.42
Technician.....	\$ 48.85	27.62

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2024

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.46
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.01
(3) Groundman.....	\$ 40.76	21.51
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 80.76	37.885+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0003-001 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15

GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 56.82	31.03
GROUP 1-A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 56.72	31.03
GROUP 1-A.....	\$ 59.19	31.03
GROUP 2.....	\$ 55.46	31.03
GROUP 3.....	\$ 54.13	31.03
GROUP 4.....	\$ 52.99	31.03
GROUP 5.....	\$ 51.85	31.03

FOOTNOTE: Work suspended by ropes or cables, or work on a
Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work);
Hydraulic excavator, 7 cu. yds. and over; Power shovels,
over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu.
yds. up to 7 cu. yds.; Licensed construction work boat
operator, on site; Power blade operator (finish); Power
shovels, over 1 cu. yd. up to and including 7 cu. yds.
m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination
backhoe and loader over 3/4 cu. yds.; Continuous flight tie
back machine assistant to engineer or mechanic; Crane
mounted continuous flight tie back machine, tonnage to
apply; Crane mounted drill attachment, tonnage to apply;
Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2
cu. yds.; Loader 4 cu. yds. and over; Long reach excavator;
Multiple engine scraper (when used as push pull); Power

shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose

A-frame truck, non-rotating - under 15 tons; Cargy lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signaller; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaller; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and

compressor (gunite); Compressor operator; Oiler; Pump
operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND
UNDERGROUND [These areas do not apply to Piledrivers and
Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS,
MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ,
STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS
NOTED BELOW:

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern Part

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern Part

MADERA COUNTY:

Area 1: Remainder

Area 2: Eastern Part

MARIPOSA COUNTY:

Area 1: Remainder

Area 2: Eastern Part

MONTEREY COUNTY:

Area 1: Remainder

Area 2: Southwestern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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	Rates	Fringes
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Dredging: (DREDGING:
CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....	\$ 60.61	39.55
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(2) Dredge Dozer; Heavy duty repairman.....	\$ 55.65	39.55
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(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 54.53	39.55
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(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 51.23	39.55
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AREA 2:

(1) Leverman.....	\$ 62.61	39.55
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(2) Dredge Dozer; Heavy		
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duty repairman.....\$ 57.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 56.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 53.23	39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 52.40	28.52
AREA 2.....	\$ 54.40	28.52
GROUP 2		
AREA 1.....	\$ 48.80	28.52
AREA 2.....	\$ 50.80	28.52
GROUP 3		
AREA 1.....	\$ 44.19	28.52
AREA 2.....	\$ 46.19	28.52

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

IRON0377-001 01/01/2024

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 52.08	34.90

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2024

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 52.58	34.90

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2024

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 47.45	34.90

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00067-006 07/01/2024

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1.....	\$ 37.75	29.69
Area 2.....	\$ 36.75	29.69

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LAB00073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00073-003 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

LAB00073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
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LABORER (CONSTRUCTION CRAFT LABORERS)

Construction Specialist

Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITE)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or

over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree toppler; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...	\$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)		
(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty		
Period.....	\$ 29.94	27.30

LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form

raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 37.05	27.45

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 41.93	30.32

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 37.26	27.30
Area B.....	\$ 36.26	27.30
Traffic Control Person I		
Area A.....	\$ 37.56	27.30
Area B.....	\$ 36.56	27.30
Traffic Control Person II		
Area A.....	\$ 35.06	27.30
Area B.....	\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72

Shotcrete Specialist.....\$ 46.41

27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

LAB00270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty		
Period.....	\$ 28.94	27.30
LABORER (GUNITE - AREA B)		
GROUP 1.....	\$ 36.46	27.30

GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30
LABORER (WRECKING - AREA B)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material

cleaner"" is to be utilized under the following conditions:
 A: at demolition site for the salvage of the material.
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
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LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 37.08	27.30
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty		
Period.....	\$ 29.94	27.30

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling

of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 40.68	29.68

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 36.29	25.55

LAB00294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

temporary/permanent signs, markers, delineators and crash cushions.

LAB00294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work;

Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction

track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00304-002 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...	\$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00304-003 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00304-004 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
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LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 37.08	27.30
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty Period.....	\$ 29.94	27.30

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No

joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100

lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25

per hour additional. Manhole work: \$2.00 per day additional.

LAB00304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 41.93	30.32

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...	\$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work);

Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 37.08	27.30
GROUP 1-g.....	\$ 36.70	27.30
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty Period.....	\$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Lead Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing

is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

LAB00324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 41.93	30.32

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB01130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB01130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

LAB01130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30

GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond drillers; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete

chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher;

Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB01130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB01130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-001 01/01/2024

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 50.51	27.66

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-003 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 60.41	31.34
AREA 2.....	\$ 56.28	29.94

PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 59.00	33.03

PAIN0016-015 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 40.85	22.40

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.25 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 54.13	27.66

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 56.22	34.00

PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 34.49	21.80
Drywall Finisher/Taper.....	\$ 35.74	21.80

FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.53	23.19

PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
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GLAZIER.....\$ 43.25 35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
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Parking Lot Striping/Highway Marking:

GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
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SOFT FLOOR LAYER.....	\$ 48.54	26.59
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PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
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PLASTERER.....	\$ 42.41	30.73
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PLAS0300-001 07/01/2018

	Rates	Fringes
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PLASTERER

AREA 188: Fresno.....	\$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Counties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.70	31.68

 PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 85.50	48.98

PLUM0038-005 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 72.68	32.91

PLUM0062-001 07/01/2024

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 53.00	41.70

PLUM0159-001 07/01/2024

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 65.28	48.04
(2) All other work.....	\$ 66.17	48.04

PLUM0246-001 07/01/2024

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 50.00	40.69

* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including

paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 74.00	47.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 74.00	47.45

PLUM0355-004 07/01/2024

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter.....	\$ 34.51	18.30

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 68.76	46.63

PLUM0442-001 07/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 54.05	36.99

PLUM0467-001 07/01/2024

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 83.75	40.65

ROOF0027-002 01/01/2024		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 42.51	16.11

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

ROOF0040-002 08/01/2024		

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 55.30	22.97

ROOF0081-001 08/01/2023		

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 52.47	22.31

ROOF0081-004 08/01/2024		

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 49.65	22.19

ROOF0095-002 08/01/2023		

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 57.17	21.51
Journeyman.....	\$ 53.17	21.51
Kettle person (2 kettles)...	\$ 55.17	21.51

SFCA0483-001 08/01/2024		

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 79.13	38.51

SFCA0669-011 01/01/2024		

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.32	27.83

SHEE0104-001 07/01/2020		

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA
CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 55.92	45.29
All Other Work.....	\$ 64.06	46.83
AREA 2.....	\$ 52.90	36.44
AREA 3.....	\$ 55.16	34.18

SHEE0104-003 07/01/2021		

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.34	39.22

SHEE0104-005 07/01/2021		

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 41.28	45.41

SHEE0104-007 07/01/2021		

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.07	40.79

SHEE0104-015 07/01/2020		

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 44.45	35.55

TEAM0094-001 07/01/2024

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 41.54	33.25
GROUP 2.....	\$ 41.84	33.25
GROUP 3.....	\$ 42.14	33.25
GROUP 4.....	\$ 42.49	33.25
GROUP 5.....	\$ 42.84	33.25

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over;

Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT G

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

City Council Staff Report

December 10, 2024



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

1. ACTION RECOMMENDED:

Resolution: Determining the Amendment No. 4 for Task Order 2 is exempt from provisions of CEQA in accordance with Section 15378 and approving Amendment No. 4 for Task Order No. 2 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 \$41,776.00 to be funded by Fund 115 "Measure A – Roads" for Bid Package 1 for City Project No. 23-067 as "CCME CM Task Order No. 2 for City Project No. 23-067, Bid Package 1"

Resolution: Determining the Amendment No. 5 for Task Order 3 is exempt from provisions of CEQA in accordance with Section 15378 and approving Amendment No. 5 for Task Order No. 3 under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc. (Fresno, California office) for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$54,151.24 to be funded by Fund 115 "Measure A – Roads" for Bid Package 1 for City Project No. 23-068 as "NV5 CM Task Order No. 3 for City Project No. 23-068, Bid Package 1"

2. DISCUSSION OF ISSUE:

On February 27, 2024, the City Council approved Master Agreements for Construction Management and Inspection Services with CCME, Inc. (City Contract No. 2024-112) and NV5, Inc. (City Contract No. 2024-111). The Agreements stipulate that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of each Master Agreement.

Scope of services for construction management and inspection is described in three (3) activity components: Pre-Construction, Construction Management and Inspection, and Post-Construction. "Pre-Construction" activities ensure that the projects are properly set up and organized in the lead-up to start of construction. Activities such as constructability reviews, file reviews and set-up, scheduling, and pre-construction conference with the contractor take place during this stage. "Construction Management and Inspection" activities during the actual construction of the projects will ensure, in general, that the contractor is complying with the contractual requirements, that the work is constructed in compliance with the bid documents, that the quantities of work are measured accurately for proper payment to the contractor, and that issues encountered in the field are resolved in a timely fashion. "Post-Construction" activities ensure that as-built plans are prepared to document and accurately reflect the project as actually constructed and that contract records are adequately and properly organized and complete.

Contract documents for the rehabilitation of a number of streets are currently being developed under Task Orders issued as amendments to the Master Agreement for

Engineering Design Services between the City of Turlock and each of the three following professional consultants: Mark Thomas & Company, Inc., Provost & Pritchard Consulting Group, and Siegfried Engineering, Inc. Bid packages will be advertised for construction bids as they are finalized and the funding source is identified. Two (2) bid packages will be advertised in the near future and include the following street sections:

City Project No. 23-067 Bid Package 1 "Mark Thomas Task Order No. 3 for Roads Program CIP Projects"					
Street Name	From	To	PCI	Length (ft)	District
Gettysburg St.	Andre Ln.	Dels Ln.	1	1,046.00	4
Hughes Ct.	Gettysburg St.	North End	44	154.00	4
Andre Ln.	Georgetown Ave.	W. Monte Vista Ave.	3	1,274.00	3 & 4
	W. Tuolumne Ave.	Georgetown Ave.	13	1,308.00	3 & 4
Troy Ct.	East End	Andre Ln.	18	200.00	3
Yvonne Ct.	East End	Andre Ln.	60	174.00	3
Torre Ct.	East End	Andre Ln.	57	167.00	3
Delta Ct.	East End	Andre Ln.	47	154.00	3
Curt Ct.	West End	Andre Ln.	82	230.00	4
Ledwith Ct.	Andre Ln.	West End	60	223.00	4
Tampa St.	Niagra St.	Andre Ln.	0	1,004.00	3
Regis St.	Geer Rd.	Niagra St.	0	518.00	3
Niagra St.	Regis St.	Monte Vista Ave.	7	853.00	3
TOTAL LENGTH (FT)				7,305.00	

City Project No. 23-068 "Provost & Pritchard Task Order No. 2 for Roads Program CIP Projects"					
Street Name	From	To	PCI	Length (ft)	District
Donnelly Park Dr.	W. Hawkeye Ave.	Pedras Rd.	10	1,289.00	4
De Pauw Dr.	Valparaiso Dr.	Donnelly Park Dr.	3	682.00	4
Wabash Dr.	Valparaiso Dr.	Donnelly Park Dr.	8	669.00	4
Earlham Dr.	Valparaiso Dr.	Donnelly Park Dr.	5	676.00	4
Valparaiso Dr.	Earlham Dr.	De Pauw Dr.	9	518.00	4
Meadowlark Dr.	E. Tuolumne Rd.	N. Olive Ave.	6	1,204.00	3
Total Length				5,038.00	

Since the design is still ongoing, critical items such as the final scope of construction work, the engineer's estimate of construction costs, sequencing of construction, and number of working days are not yet available. Therefore, the proposed amendments for construction management and inspection services only include the scope and fee for "Pre-Construction" activities for each consultant. Once the design phase has progressed to a stage where

sufficient information is available to develop a detailed scope of services, amendments for each project will be presented to the City Council for consideration and approval of the scope of services and fee associated with “Construction Management and Inspection” and “Post-Construction Services” activities.

“Pre-Construction” activities will commence shortly after approval of the proposed amendments and will continue through the start of construction.

3. BASIS OF RECOMMENDATION:

- A. The proposed Amendments are essential to ensuring that adequate resources are available for advancing the construction of Roads Program CIP projects.
- 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 actions to the City’s budget (Fund 115 “Measure A – Roads,” account number 115-10-115.43327 “Construction Management”) is as follows:

- 1. CCME, Inc. – Amendment No. 4 for Task Order No. 2 for City Contract 2024-112:
\$41,776.00
- 2. NV5, Inc. – Amendment No. 5 for Task Order No. 3 for City Contract 2024-111:
\$54,151.24

Appropriate funds have been allocated during Fiscal Year 2024-25 budget process to cover these Amendments.

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. 4 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 for management and inspection

of construction activities and to avoid delaying the construction.

- B. Council could choose not to approve Amendment No. 5 to the Master Agreement with NV5, Inc. Staff does not recommend this alternative as it is essential to ensure that adequate resources are made available for management and inspection of construction activities and to avoid delaying the construction.
- C. Provide staff with direction on how to proceed.

9. ATTACHMENTS:

- 1. Draft Resolution - Amendment No. 4 for Task Order No. 2 under the terms of the Master Agreement (City Contract No. 2024-112) with CCME, Inc.
- 2. Draft Resolution - Amendment No. 5 for Task Order No. 3 under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc.
- 3. Amendment No. 4 for Task Order No. 2 under the terms of the Master Agreement (City Contract No. 2024-112) with CCME, Inc. (including Exhibit E)
- 4. Amendment 5 for CM Task Order 3 under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc. (including Exhibit F)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF DETERMINING THE
AMENDMENT NO. 4 FOR TASK ORDER NO. 2
IS EXEMPT FROM THE PROVISIONS OF CEQA
IN ACCORDANCE WITH SECTION 15378 AND
APPROVING AMENDMENT NO. 4 FOR TASK
ORDER NO. 2 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
\$41,776.00 TO BE FUNDED BY FUND 115
“MEASURE A – ROADS” FOR BID PACKAGE 1
FOR CITY PROJECT NO. 23-067 AS “CCME CM
TASK ORDER NO. 2 FOR CITY PROJECT
NO. 23-067, 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, City desires that Professional provide “Pre-Construction” services for Bid Package 1 for City Project No. 23-067 as “CCME CM Task Order No. 2 for City Project No. 23-067, Bid Package 1;” and

WHEREAS, Amendment No. 4 for Task Order No. 2 provides for the scope of services and associated fees for said services; and

WHEREAS, the cost of said services is estimated to be \$41,776.00; 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. 4 for Task Order No. 2 is exempt from the provisions of CEQA in accordance with Section 15378 and approve Amendment No. 4 for Task Order No. 2 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 \$41,776.00 to be funded by Fund 115 “Measure A – Roads” for Bid Package 1 for City Project No. 23-067 as “CCME CM Task Order No. 2 for City Project No. 23-067, Bid Package 1.”

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 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 DETERMINING THE
AMENDMENT NO. 5 FOR TASK ORDER NO. 3
IS EXEMPT FROM THE PROVISIONS OF CEQA
IN ACCORDANCE WITH SECTION 15378 AND
APPROVING AMENDMENT NO. 5 FOR TASK
ORDER NO. 3 UNDER THE TERMS OF THE
MASTER AGREEMENT (CITY CONTRACT NO.
2024-111) WITH NV5, INC. (FRESNO,
CALIFORNIA OFFICE) FOR CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES
FOR THE CITY OF TURLOCK’S ROADS
INITIATIVE PROGRAM IN THE AMOUNT OF
\$54,151.24 TO BE FUNDED BY FUND 115
“MEASURE A – ROADS” FOR BID PACKAGE 1
FOR CITY PROJECT NO. 23-068 AS “NV5 CM
TASK ORDER NO. 3 FOR CITY PROJECT
NO. 23-068, 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. 2024-111) for Construction Management and Inspection Services for Roads Program CIP Projects (“Agreement”) between the City of Turlock (“City”) and NV5, 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, City desires that Professional provide “Pre-Construction” services for Bid Package 1 for City Project No. 23-068 as “NV5 CM Task Order No. 3 for City Project No. 23-068, Bid Package 1;” and

WHEREAS, Amendment No. 5 for Task Order No. 3 provides for the scope of services and associated fees for said services; and

WHEREAS, the cost of said services is estimated to be \$54,151.24; 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. 5 for Task Order No. 3 is exempt from the provisions of CEQA in accordance with Section 15378 and approve Amendment No. 5 for Task Order No. 3 under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc. (Fresno, California office) for Construction Management and Inspection Services for the City of Turlock’s Roads Initiative Program in the amount of \$54,151.24 to be funded by Fund 115 “Measure A – Roads” for Bid Package 1 for City Project No. 23-068 as “NV5 CM Task Order No. 3 for City Project No. 23-068, Bid Package 1.”

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 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. 4 FOR TASK ORDER NO. 2
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. 23-067; Bid Package 1

THIS AMENDMENT NO. 4 for Task Order No. 2 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. 2"). 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. 4.

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, City desires that Professional provide Pre-Construction services for Bid Package 1 for City Project No. 23-067 as "CCME CM Task Order No. 2 for City Project No. 23-067, Bid Package 1;" and

WHEREAS, Pre-Construction services will commence shortly after approval of the proposed Amendment No. 4 and will continue through the start of construction; and

WHEREAS, Amendment No. 4 for Task Order No. 2 provides for the scope of services and associated fees for said City Project.

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

1. **Exhibit E**, 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 E** 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 E**.

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 E**.

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 E**. Any request for Services not included in **Exhibits A through E** 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 E**. 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. 4 shall not exceed Forty-One Thousand Seven-Hundred-Seventy-Six Dollars and Zero Cents (\$41,776.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

8. **Execution and Counterparts.** This Amendment may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Amendment 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.
9. 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. 4 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 11/18/2024

CITY

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

By: _____
Reagan M. Wilson, 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 departments.

Items not specifically requested in the RPF are denoted with an asterisk.

A Pre-Construction Services

A.1 Bid Package Review, Constructability Review and Bidding Assistance- CCME will provide a constructability review of the design bid package at the designated 65% and 100% completion stages to identify any potential conflicts, constructability issues, or specifications that may be unclear or may result in change orders. CCME will review the Designer's schedule and associated working days and provide comments. CCME will also aid the City in bid advertisement, help provide clarification to any bidder's questions and if necessary, prepare addendums to the bid package.

A.2 Schedule Review - Once the specific road packages are identified and plans are nearing completion, CCME will prepare a tentative schedule that will identify anticipated construction sequencing, utility relocations, long lead items, and anticipated submittals to be received from the Contractor.

A.3 Draw Schedule - CCME will use a street by street breakdown of anticipated quantities, and the Contractors baseline and their three-week look ahead to forecast quantity and pay estimates ahead of the progress payment date. CCME will provide the initial forecast schedule based on the Designers schedule and working days.

A.4 Contractor Pre-qualification - CCME will take an active role in prequalifying Contractors and verify the specifications include direction to the Contractor to apply with the DIR. CCME will assist or perform the logging of scoring contractors per the criteria outlines in Section D "PRE-QUALIFICATION CRITERIA QUESTIONS AND SCORING" and in conformance with Public Contracting Code 20101.

A.5 CCME will review the documents found in a typical RE Pending file. These documents offer include but are not limited to Plans, quantity calculations, pavement designs, geotechnical reports, permits, and any other pertinent files and will develop a list of any items that may require changes, creates an issue for the project, or needs further investigation. A red-line markups of the project documents will be provided within three weeks of the NTP.

A.6 CCME will document pre-construction conditions of the roadways and adjacent facilities to assist in determining if any additional damage was caused by the Contractor during construction and to have a baseline condition of the roads. The project limits will be photographed and stored on our server until the project records are transmitted to the City.

A.7* CCME will attend the Bid Opening and review bid results for irregularities.

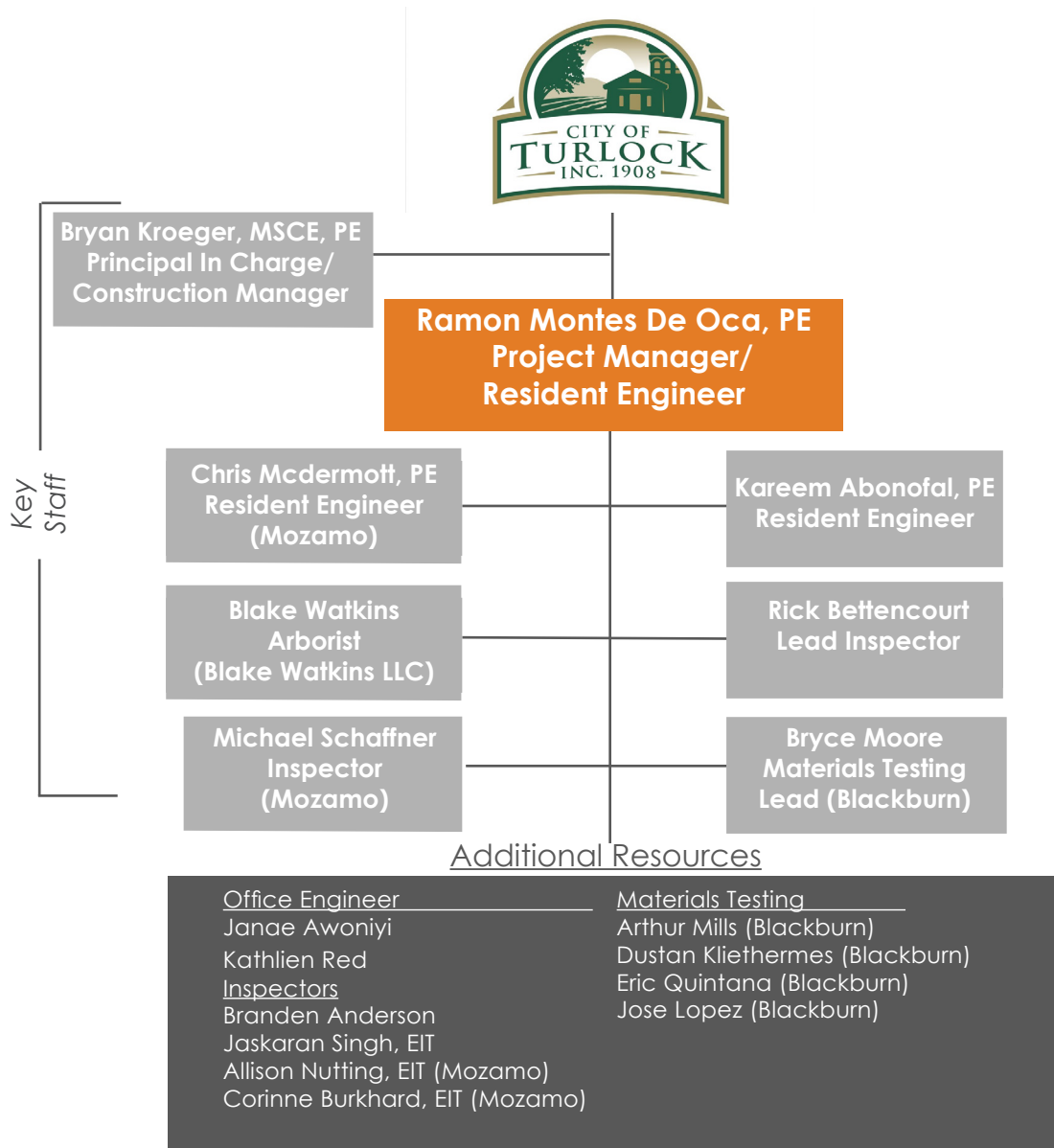
A.8 Project Conference - Attend a meeting between the City and CCME team to coordinate lines of communication and further define the City's expectations of CCME during the life of the project.

A.9 Pre-Construction Conference - CCME will organize and run a preconstruction meeting with the City, Contractor, Designer, and pertinent subcontractors and stakeholders. Deliverables: Preconstruction Meeting Agenda, Preconstruction Meeting Minutes, and review of any Contractor submitted preconstruction submittals.

A.10* File management - organize and maintain project files per Caltrans 63 category filing system and any additional federal, state, or city requirements.

RESPONSIBLE PERSONNEL

Organizational Chart



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.

PROPOSED PERSONNEL

CCME, Inc. (CCME) will furnish a Project Manager, Engineers, office engineers, and an inspector to review plans and specifications for preconstruction services.

Those personnel are as follows:

Project Manager: Ramon Montes De Oca

Review Engineers: Bryan Kroeger, Kareem Abonofal, Juan Zermeno, and Ramon Montes De Oca

Inspector: Rick Bettencourt

Review engineers will review the Plans, Specification, Estimate and any other bid package items for errors, constructability and consistency issues.

Inspector Rick Bettencourt will be used as needed for review package as well as any potential site inspections to confirm existing field conditions are as shown on the plans.

The CCME project manager will be responsible for all matters related to the consultant team and report directly to the City's project manager.

FEE SCHEDULE FOR TURLOCK PROJECT 23-067 - Task 01

	CCME							Subconsultants				TOTAL COST
	Bryan Kroeger Construction Manager	Ramon Montes De Oca Project Manager	Kareem Abonofal Resident Engineer	Rick Bettencourt Inspector	Levi Williams Office Engineer	Total Hours	Total Prime Cost	Blackburn	Blake Watkins	Mozamo	No Sub Mark- Up	
Hourly Rate	\$247.68	\$247.68	\$198.14	\$179.39	\$61.32							
TASK												
1.0 CONST. MGMT SER. PRE CON.												
1.1 Bid Package Review	2	32		16		50	\$11,291.36					\$11,291.36
1.2 Schedule Review	2	8		4		14	\$3,194.36					\$3,194.36
1.3 Draw Schedule		8				8	\$1,981.44					\$1,981.44
1.4 Contractor Prequalification		8				8	\$1,981.44					\$1,981.44
1.5 Review RE Pending File	4	8		4		16	\$3,689.72					\$3,689.72
1.6 Document PreConstruction Condition		4		16		20	\$3,860.96					\$3,860.96
1.7 Attend Bid Opening	4	8				12	\$2,972.16					\$2,972.16
1.8 Project Conference	4	8				12	\$2,972.16					\$2,972.16
1.9 Pre-Construction Conference	8	8		8		24	\$5,398.00					\$5,398.00
1.10 File Management		8			40	48	\$4,434.40					\$4,434.40
Subtotal Task 1	0	100	0	48	40	212	\$41,776.00	\$0	\$0	\$0	\$0	\$41,776.00
TOTAL HOURS	24	100	0	48	40	212						
OTHER DIRECT COSTS							\$0.00	\$0	\$0	\$0	\$0	\$0
TOTAL COST	\$5,944	\$24,768	\$0	\$8,611	\$2,453		\$41,776.00	\$0	\$0	\$0	\$0	\$41,776.00

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM (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 23-067

Contract No. TBD

Date 11/7/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Construction Manager	Bryan Kroeger*	24	\$105.00	\$2,520.00
Project Manager / RE	Ramon Montes De Oca*	100	\$105.00	\$10,500.00
Resident Engineer	Juan Zermeño	0	\$89.00	\$0.00
Resident Engineer	Kareem Abonofal	0	\$84.00	\$0.00
Inspector	Rick Bettencourt**	48	\$76.05	\$3,650.40
Office Engineer	Levi Willims	40	\$26.00	\$1,040.00
Inspector	TBD**	0	\$78.00	\$0.00
Office Engineer	Kathlien	0	\$43.30	\$0.00

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LABOR COSTS

a) Subtotal Direct Labor Costs

\$17,710.40

b) Anticipated Salary Increases (see page 2 for calculation)

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$17,710.40

FRINGE BENEFITS

d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits

[(c) x (d)]

\$0.00

INDIRECT COSTS

f) Overhead

(Rate: 114.44%)

g) Overhead [(c) x (f)]

\$20,267.78

h) General and Administrative

(Rate: 0.00%)

i) Gen & Admin [(c) x (h)]

\$0.00

j) Total Indirect Costs [(e) + (g) + (i)]

\$20,267.78

FIXED FEE (Profit)

q) (Rate: 10.00%)

k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]

\$3,797.82

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

Description of Item	Quantity	Unit	Unit Cost	Total
Vehicles		1	Included	\$0.00

l) TOTAL OTHER DIRECT COSTS

\$0.00

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1:

Subconsultant 2:

m) TOTAL SUBCONSULTANTS

\$0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]

\$0.00

TOTAL COST [(c) +(j) + (k) + (n)]

\$41,776.00

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.
- Saturday time denoted with tripple asterisk (***), Sunday time denoted with quadrouple Asterisk (****).

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

Consultant CCME, Inc. Contract No. TBD Date 11/7/2024

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$0.00	212	=	\$0.00	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	\$0.00	+	3%	=	\$0.00	Year 2 Avg Hourly Rate
Year 2	\$0.00	+	3%	=	\$0.00	Year 3 Avg Hourly Rate
Year 3	\$0.00	+	3%	=	\$0.00	Year 4 Avg Hourly Rate
Year 4	\$0.00	+	3%	=	\$0.00	Year 5 Avg Hourly Rate
Year 5	\$0.00	+	3%	=	\$0.00	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	100.00%	*	212.0	=	212.0	Estimated Hours Year 1
Year 2	0.00%	*	212.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	212.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	212.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	212.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	212.0	

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	\$0.00	*	212	=	\$0.00	Estimated Hours Year 1
Year 2	\$0.00	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$0.00	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$0.00	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$0.00	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$0.00	
Direct Labor Subtotal before Escalation				=	\$0.00	
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.

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)

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 Engineerin and Design Related Services
- 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:	<u>Ramon Montes De Oca</u>	Title*:	<u>Vice President</u>
Signature:	<u><i>Ramon Montes De Oca</i></u>	Date of Certification (mm/dd/yyyy)	<u>11/7/2024</u>
Email:	<u>Ramon@ccmeusa.com</u>	Phone Number:	<u>916-893-6674</u>
Address:	<u>2109 "O" Street Merced, Ca 95340</u>		

*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 this proposed contract:

PreConstruction Management Services



AMENDMENT NO. 5 FOR TASK ORDER NO. 3
Under the Terms of the
MASTER AGREEMENT BETWEEN THE CITY OF TURLOCK
and
NV5, INC.
for
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
City Contract No. 2024-111

City Project No. 23-068; Bid Package 1

THIS AMENDMENT NO. 5 for Task Order No. 3 under the terms of City Contract No. 2024-111 is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and NV5, INC., a California corporation ("Professional"), on this _____ day of _____ 2024 (the "Effective Date of Task Order No. 3"). 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. 5.

WHEREAS, the Parties hereto previously entered into a Master Agreement (City Contract No. 2024-111) 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, City desires that Professional provide Pre-Construction services for Bid Package 1 for City Project No. 23-068 as "NV5 CM Task Order No. 3 for City Project No. 23-068, Bid Package 1;" and

WHEREAS, Pre-Construction services will commence shortly after approval of the proposed Amendment No. 5 and will continue through the start of construction; and

WHEREAS, Amendment No. 5 for Task Order No. 3 provides for the scope of services and associated fees for said City Project.

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

1. **Exhibit F**, 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 F** 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 F**.

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 F**.

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 F**. Any request for Services not included in **Exhibits A through F** 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 F**. 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. 5 shall not exceed Fifty-Four Thousand One-Hundred-Fifty-One Dollars and Twenty-Four Cents (\$54,151.24) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

8. **Execution and Counterparts.** This Amendment may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Amendment 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.
9. 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. 5 to be executed by and through their respective officers thereunto duly authorized.

PROFESSIONAL

NV5, INC., a California corporation

Lori Goodwin

By: _____
Lori Goodwin, Vice President

Date 11/20/2024

CITY

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

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

Christopher Fisher

By: _____
Christopher Fisher,
Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk



SCOPE OF CONSULTANT SERVICES

***CITY OF TURLOCK ROADS PROGRAM CIP PROJECTS
TASK ORDER #3 (PROJECT NO. 23-068)
PRE-CONSTRUCTION SERVICES
City of Turlock***

DESCRIPTION OF PROJECT

Provide pre-construction project management services for the City of Turlock Roads Program CIP Project No. 23-068 Package 1.

NV5 shall furnish a licensed Civil Engineer as Resident Engineer during the pre-construction period. NV5 will also provide support staff, as needed, during the pre-construction period.

The Resident Engineer shall be responsible for coordination with the City of Turlock and shall act as the key point of contact with the City. The Resident Engineer shall also be responsible for coordination of the Construction Management staff and will oversee the daily interaction with the Contractor, the City, and other public agencies.

NV5 shall complete the following pre-construction services:

Task 1: Pre-Construction Services

Task 1.1 Constructability Review

Objectives:

1. Achieve a full understanding of the project plans and specifications.
2. Identify potential discrepancies in the contract documents and recommend solutions to the Owner.

Description:

NV5 takes pride in their role in constructability reviews of project plans and specifications prior to advertisement for bids. Our constructability reviews provide an opportunity to offer input from a construction perspective to produce an improved set of plans and specifications and ultimately a more cost-effective project for the Owner. Our experience has shown that these constructability reviews lead to lower bids, reduced owner risks, fewer change orders, and fewer claims.

We utilize an 18-page constructability review spreadsheet that was developed in-house and is routinely updated based on lessons learned from our vast array of project experience. As part of the review process, we will review the plans and specifications to verify that the design as presented is complete and clear, poses no

construction conflicts, and is economically feasible to build. We review contract documents from the contractor's point of view. In general, we look for missing details, ambiguous or contradictory information, physical conflicts, and impractical constraints. Some of the general questions we ask are:

- Are the plans complete and free of conflict?
- Is there sufficient information for the contractor to build the project?
- Are the staging or traffic handling plans feasible?
- How will the contractor be paid?

In addition to identifying potential issues, we review the plans and specifications in an attempt to identify potential opportunities to accelerate construction or improve the contractor's efficiencies. We thoroughly review the project staging to see if it can be modified or combined without affecting the overall objectives. We rely on our vast experience working closely with numerous agencies and contractors over the years to develop ideas that will benefit the project.

When potential issues or opportunities are identified, we will work with the City and the project's designers to develop possible solutions and if necessary, implement plan changes or bid package addenda in a timely manner so as not to delay bid opening.

Deliverables:

Constructability review spreadsheet.

Task 1.2 Contractor Prequalification

Objectives:

1. Manage the contractor pre-qualification process in compliance with DIR's guidelines.

Description:

NV5 will manage the contractor pre-qualification process using the procedures described in the DIR's Public Works Pre-Qualification of Contractors process. We will ensure each prospective bidding contractor submits the DIR's Pre-Qualification of Contractors Model Questionnaire. The questionnaires will be reviewed by the NV5 team, and each contractor will be scored utilizing the DIR's Public Works Pre-Qualification of Contractors Scoring Worksheet. The results will be shared and reviewed with the City to make the final determination of which contractors are prequalified for the right to bid.

Deliverables:

Public Works Pre-Qualification of Contractors Scoring Worksheets.

Task 1.3 File Review

Objectives:

1. Review project files, including existing plans, quantity calculations, geotechnical reports, pavement design, etc.

Description:

During the pre-construction phase, NV5 will review the contract documents, including the plans, specifications, engineer's estimate, schedule, RE pending file, environmental permits, geotechnical report, pavement design, and any other agreements. Our review will identify required submittals, order of work, any schedule constraints, restricted work windows and overall contract requirements. We will also independently verify estimated quantities for any large dollar bid items such as Hot Mix Asphalt, and identify any discrepancies found. The pavement design reports will be reviewed and compared to the contract documents for each project location to ensure the plans and specifications accurately reflect the design requirements.

Deliverables:

List of submittals.

Summary of any quantity or pavement design discrepancies found.

Task 1.4 Document Existing Conditions

Objectives:

1. Document existing conditions using photographic and video records at all job site locations prior to the start of construction activities.

Description:

Pre-construction documentation is a crucial tool for roadway reconstruction and rehabilitation projects to accurately document existing conditions of the roadways and adjacent improvements prior to the contractor commencing their scope of work. The records help protect the City from any inaccurate claims from adjacent property owners that the project activities damaged their facilities. They also assist in holding the contractor responsible for any damages they cause to adjacent City property, or property of adjacent private residences or businesses. For these specific projects, some items to document include existing conditions of curb and gutter, sidewalk, driveways, mailboxes, landscaping, signs, and street lighting. In addition to the typical street level photographs, we utilize high-definition drone photography to capture a wide snapshot of the jobsite locations to ensure all existing conditions are documented.

Deliverables:

Digital photographs and videos of existing job site conditions, complete with captioned descriptions, locations, and notes.

Task 1.5 Schedule Review

Objectives:

1. Prepare a tentative schedule that identifies construction stages, utility relocations and all items that will be submitted by the Contractor for review and approval.

Description:

NV5 will prepare a project schedule for major construction activities broken into stage construction, sequencing of work and anticipated durations. In addition to the general construction activities, we will include utility relocations by others including notification timelines to meet specification requirements, identify all critical project submittals, and include any permit and agreement requirements. This schedule will be used in review of the Contractor's baseline schedule submittal.

Deliverables:

Preliminary schedule of construction activities.

Task 1.6 Draw Schedule

Objectives:

1. Develop, and maintain during the construction phase, a construction draw schedule based on the contractor's construction schedule and forecast cash flow requirements.

Description:

NV5 will prepare a construction draw schedule to assist the City of Turlock with forecasting cash flow requirements. It will be based on the Contractor's authorized construction schedule and will be updated on a regular basis as needed. NV5 regularly performs this task for many of our clients, including Stanislaus County and Merced County.

Deliverables:

Construction draw schedule.

Task 1.7 Pre-Construction Conference

Objectives:

1. Organize, and conduct, a pre-construction conference with the Contractor, Subcontractors, and City representatives to discuss the work involved, administrative matters, labor compliance, safety and accident prevention.
2. Answer questions from the contractors, and address issues that need to be resolved before work commences.

Description:

The NV5 Team will coordinate and facilitate a preconstruction conference with the construction contractor, subcontractors, the City, utility companies, and other stakeholders after contract approval and before start of work to review the project and discuss coordination efforts. This meeting will be used to establish managerial and administrative procedures with the contractor to ensure efficient startup and execution of the project. The project submittal list will be reviewed, and any time-critical submittals will be identified. Other discussion topics will include labor compliance, safety, and accident prevention. NV5 will prepare and distribute meeting minutes to all attendees, documenting the topics discussed at the preconstruction meeting.

Deliverables:

Written agenda for pre-construction conference, including project submittal list.
Electronic distribution of pre-construction meeting minutes to the attendees.

Task 1.8 Review Contractor Pre-Construction Submittals

Objectives:

1. Coordinate, document, and review pre-construction project submittals for their compliance with the project plans and specifications.

Description:

Contract provisions identify specific items to be provided by the contractor prior to the start of construction that are subject to review. When we receive these pre-construction submittals from the contractor, they will be stamped and logged in by date of receipt. The NV5 Team will then review the submittals or forward the submittals to the designer and the City, as appropriate.

A partial list of expected pre-construction submittals includes:

- Construction Schedule
- Traffic Control Plans & Pedestrian Detours
- SWPPP or WPCP
- Safety Program

Deliverables:

Comprehensive log of submittal tracking and response

Submittal review documentation per contract documents

Correspondence of review with status (acceptable, revise and resubmit)

Task 1.9 Establish Project Procedures

Objectives:

1. Gain concurrence from the City regarding planned project procedures, tracking tools, construction forms and templates.
2. Provide a concise outline of regular tracking, correspondence and reporting activities with planned frequencies.

Description:

The Resident Engineer will discuss with the City all proposed tracking log templates, correspondence templates and construction forms to be used during administration of the project for review and input. The frequency of regular meetings and reporting needs will be understood based on the City's needs. We will also discuss correspondence procedures with the project designer, stakeholders, the public and other City staff. Once established, these project procedures will be summarized through Project Procedures Outline and will be maintained on file and updated as necessary during the project. All findings and conclusions resulting from this task will be conveyed to the project team prior to construction.

Deliverables:

Proposed tracking log templates, correspondence templates, and construction forms.
Project Procedures Outline.

Completion Schedule

NV5 shall be bound by the requirements of the Agreement from the start of pre-construction services commencing in January 2025 until the conclusion of pre-construction period at the end of February 2025. Time extensions may result in the need for additional CM services. Overtime, weekend, and holiday work are not anticipated and therefore not included.

In the event that the City Project Manager requires additional pre-construction services above the value established in the attached fee estimate, or the duration exceeds the time period listed above, NV5 will remain onsite and provide continuous pre-construction services. However, these services shall be considered as additional services, are above and beyond the scope and fee estimate of this contract and shall be paid on a cost plus fixed fee basis as set forth by the appropriate hourly wages, mark-up, and profit shown in the attached fee estimate. In addition, should the City request additional services not included in the contract, NV5 can provide those services. They shall also be considered as additional services, to be paid on a cost plus fixed fee basis.

Fee Schedule

Compensation to provide Construction Management services required for the pre-construction phase of the subject construction project as detailed in this Agreement, for the time periods discussed in the previous section throughout the duration of the contract, shall be on a time and materials basis for the necessary personnel and reimbursables at the rates included herein.

Staffing Plan & Fee Proposal for Pre-Construction Services
Turlock Roads Program CIP Projects T.O. #3 (Project No. 23-068 Package 1)
Prepared for the City of Turlock

Name	Brad Riel, PE	Kramer Walker, PE	John Seymour, PE	Neil Novotny, EIT	Matt Ramsey				TOTAL COST
Classification	Project Manager	Resident Engineer	Assistant Resident Engineer	Project Engineer	Inspector (7)				
Actual Hourly Rate	\$127.41	\$113.43	\$85.00	\$45.67	\$83.10				
Indirect Cost Rate (ICR)	134.14%	134.14%	134.14%	134.14%	134.14%				
Net Fixed Fee	10.00%	10.00%	10.00%	10.00%	10.00%				
Hourly Billing Rate (1)	\$328.15	\$292.14	\$218.92	\$117.62	\$214.03				
Contract Escalation Fee (8)	5.00%	5.00%	5.00%	5.00%	5.00%				
TASK I: PRE-CONSTRUCTION PHASE									
1.1 CONSTRUCTABILITY REVIEW		32	32	20	12				
1.2 CONTRACTOR PREQUALIFICATION		4							
1.3 FILE REVIEW		8	8	4	4				
1.4 DOCUMENT EXISTING CONDITIONS		8			16				
1.5 SCHEDULE REVIEW		8							
1.6 DRAW SCHEDULE		4							
1.7 PRE-CONSTRUCTION CONFERENCE		4	4	4	4				
1.8 REVIEW CONTRACTOR PRE-CONSTRUCTION SUBMITTALS		8	32	8					
1.9 ESTABLISH PROJECT PROCEDURES		4	4	4	4				
Man Hour Subtotal	0	80	80	40	40				
Task 1 Subtotal Fees	\$0.00	\$23,371.48	\$17,513.67	\$4,705.00	\$8,561.09				\$54,151.24

Notes and Assumptions:

- NV5 employee hourly rates include project-related overhead, profit, safety equipment, vehicles, laptops, and cell phones.
- Cost proposal is based on 8-hour work shifts according to the Caltrans 5-Day Working Calendar.
- Overtime, weekend, and holiday work is not included. Overtime hours will be paid in accordance with applicable labor law and prevailing wage rates, and are above and beyond the scope and fee of this estimate.
- Adjustments to this estimate may be required if the actual schedule requires more or less construction management services than proposed.
- This cost estimate is based on the pre-construction phase of the project being completed between January 1st, 2025 and February 28th, 2025. Time extensions (including weather delays) may result in additional CM services & fees.
- This estimate is based on the specific scope of work described for the CITY OF TURLOCK ROADS PROGRAM CIP PROJECTS T.O. #3 (PROJECT NO. 23-068 Package 1) - PRE-CONSTRUCTION SERVICES.
- Classifications requiring prevailing wage are subject to the provisions set forth in the latest DIR determination.
- An escalation fee of 5.0% will be applicable for work completed after 03/31/2025.

Other Direct Costs	
Per Diem (\$120 per day) - 0 Days	\$0.00
Field Supplies	\$0.00
Proposal Total	\$54,151.24

Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant NV5, Inc.

Project No. 23-068 Package 1 Contract No. 2024-111 Task Order #3

Date 11/12/2024

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Brad Riel, PE	0	\$127.41	\$0.00
Resident Engineer	Kramer Walker, PE*	80	\$113.43	\$9,074.40
Assistant Resident Engineer	John Seymour, PE*	80	\$85.00	\$6,800.00
Inspector	Matt Ramsey**	40	\$83.10	\$3,324.00
Project Engineer	Neil Novtony, EIT	40	\$45.67	\$1,826.80
		0		\$0.00
		0		\$0.00
		0		\$0.00

240

LABOR COSTS

a) Subtotal Direct Labor Costs

\$21,025.20

b) Anticipated Salary Increases (see page 2 for calculation)

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$21,025.20

FRINGE BENEFITS

d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits

[(c) x (d)] \$0.00

INDIRECT COSTS

f) Overhead

(Rate: 134.14%)

g) Overhead [(c) x (f)]

\$28,203.20

h) General and Administrative

(Rate: 0.00%)

i) Gen & Admin [(c) x (h)]

\$0.00

j) Total Indirect Costs [(e) + (g) + (i)]

\$28,203.20

FIXED FEE (Profit)

q) (Rate: 10.00%)

k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]

\$4,922.84

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

Description of Item	Quantity	Unit	Unit Cost	Total

l) TOTAL OTHER DIRECT COSTS

\$0.00

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1: \$0.00

Subconsultant 2: \$0.00

m) TOTAL SUBCONSULTANTS

\$0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]

\$0.00

TOTAL COST [(c) + (j) + (k) + (n)]

\$54,151.24

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.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant	NV5, Inc.	Contract No.	2024-111 Task 4	Date	11/12/2024
------------	-----------	--------------	-----------------	------	------------

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
\$21,025.20	240	=	\$87.61	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	\$87.61	+	5%	=	\$91.99	Year 2 Avg Hourly Rate
Year 2	\$91.99	+	5%	=	\$96.58	Year 3 Avg Hourly Rate
Year 3	\$96.58	+	5%	=	\$101.41	Year 4 Avg Hourly Rate
Year 4	\$101.41	+	5%	=	\$106.48	Year 5 Avg Hourly Rate
Year 5	\$106.48	+	5%	=	\$111.81	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	100.00%	*	240.0	=	240.0	Estimated Hours Year 1
Year 2	0.00%	*	240.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	240.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	240.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	240.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	240.0	

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	\$87.61	*	240	=	\$21,025.20	Estimated Hours Year 1
Year 2	\$91.99	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$96.58	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$101.41	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$106.48	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$21,025.20	
Direct Labor Subtotal before Escalation				=	\$21,025.20	
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 the year one rates expire 03/31/25 and salary increases due to escalation are effective 04/01/25.
- 4 Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

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: Lori Goodwin Title *: Vice President

Signature :  Date of Certification (mm/dd/yyyy): 11/12/2024

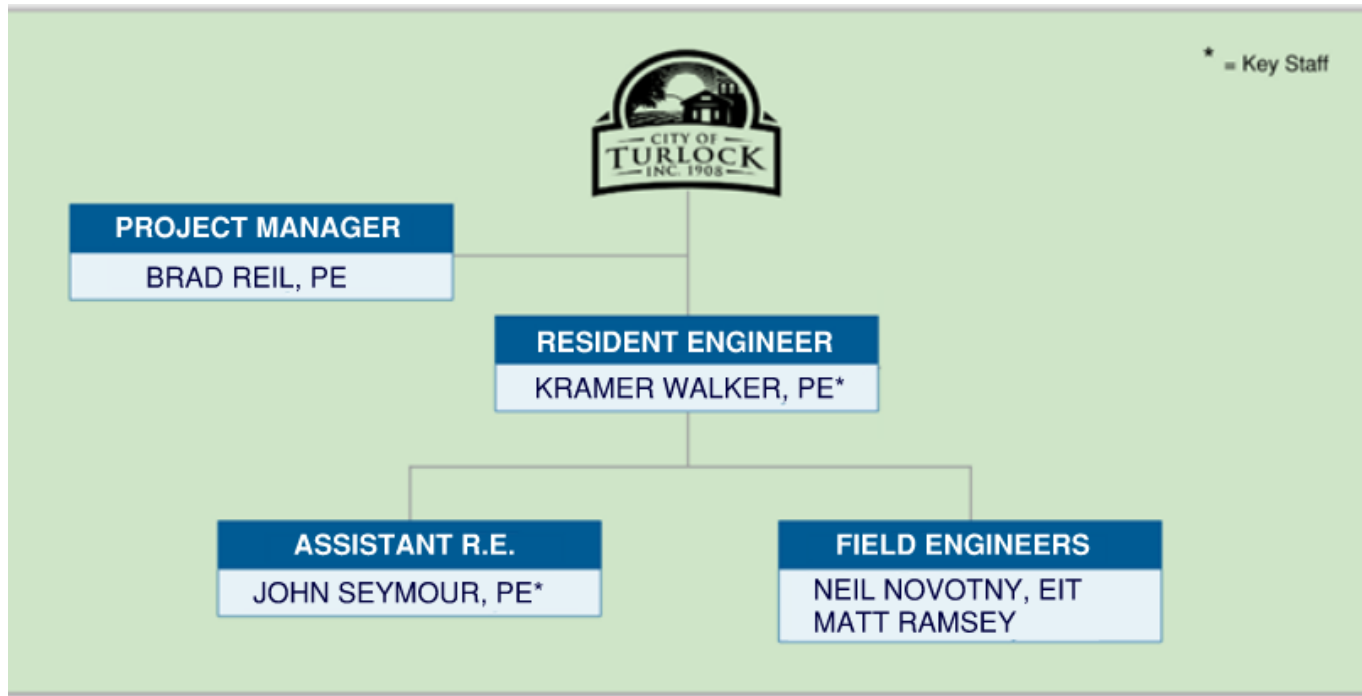
Email: lori.goodwin@nv5.com Phone Number: 559-661-5228

Address: [2109 West Bullard Avenue, Suite 145, Fresno, CA 93711](#)

* 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:

Construction Management Services



KRAMER WALKER, PE | Resident Engineer

Kramer Walker brings twelve years of experience on transportation improvements in the Central Valley working as a Project Manager, Resident Engineer, Assistant Resident Engineer and Office Engineer. He has worked on the construction of major expressway, highway, interchange, bridge, and utility projects. Kramer has in-depth knowledge of the Caltrans Standard Plans, Specifications, and Construction Manual procedures.

PROJECT EXPERIENCE

ROADS PROGRAM PROJECTS 23-031 BP2 & 23-033

CITY OF TURLOCK

Resident Engineer for the \$3.5 million and \$2.9 million roadway rehabilitation projects. Project 23-031 BP2 includes the reconstruction of concrete curb and gutter, sidewalk, driveway, and curb ramp improvements, cold-planing of existing roadway surface, full depth reclamation (FDR-C) of the existing roadway structural section, and HMA pavement placement. Project 23-033 includes the reconstruction of concrete curb and gutter, sidewalk, driveway, and curb ramp improvements, removal of the existing roadway structural section, and full depth HMA pavement reconstruction. Prior to construction, responsibilities included a thorough constructability review of the project plans and specifications. During construction, responsible for full Resident Engineer duties.

MANNING AVENUE PHASE 3 PAVEMENT REHABILITATION

CITY OF REEDLEY

Resident Engineer for the \$3.1 million sewer line replacement and roadway rehabilitation project. The project includes the rehabilitation of approximately 2,700 linear feet of roadway on Manning Avenue utilizing numerous different methods, including full depth section removal and replacement, 6-inch isolated dig-out areas, and variable depth grind followed by pavement fabric placement and an HMA overlay. Manning Avenue is a four-lane divided major arterial street that is a heavily traveled route for vehicles, public transportation, bicyclists, and pedestrian paths serving numerous businesses, residences, schools, and public offices through the center of Reedley. Prior to construction, responsibilities included developing a traffic management plan and performing a thorough constructability review of the project plans and specifications. During construction, responsible for full Resident Engineer duties.

EDUCATION

BS, Civil Engineering, California State University, Fresno

EXPERIENCE

12 years

REGISTRATIONS

Registered Professional Engineer (CA), #C84284

JOHN SEYMOUR, PE | Assistant Resident Engineer

John Seymour brings seven years of experience on City and County improvement projects in the Central Valley working as a Senior Engineering Associate for Merced County and the City Engineer for the City of Atwater. He has worked on a variety of capital improvement projects, including roadway reconstruction, traffic signalization, and water storage tank projects. These projects had numerous different local, state, and federal funding requirements, and were constructed to City, County, and Caltrans Standards.

PROJECT EXPERIENCE

CITY ENGINEER

CITY OF ATWATER
07/20123 -11/2024

As City Engineer for the City of Atwater, duties included project management of the City’s Public Improvement Projects. This included developing capital improvement projects from PS&E through construction. Typical projects included utility relocations, roadway reconstruction and widenings, concrete improvements, and traffic signalization.

ENGINEERING ASSOCIATE

MERCED COUNTY
01/2018-06/2023

As an Engineering Associate and a Senior Engineering Associate for Merced County Department of Public Works, responsibilities included project management on various public works projects including roadway reconstruction, sidewalk in-fill, underground storage tank removal and remediation, and traffic signalization. Typical duties included engineering design and plan set review, engineering estimates, construction inspection and construction management, and ensuring conformance with Caltrans LAPM requirements on Federal Projects.

EDUCATION

BS, Civil Engineering, University of California Davis

EXPERIENCE

7 years

REGISTRATIONS

Registered Professional Engineer (CA), #C92033

City Council Staff Report

December 10, 2024



From: Jason Hedden, Police Chief
Prepared by: Amanda Fortado, Support Operations Manager
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Approving the purchase of three (3) replacement marked police BMW Motorcycles from Long Beach BMW Motorcycles, for a total amount not to exceed \$109,000 from account number 506-00-000-213.51020 "Police Equipment" through BMW Long Beach utilizing cooperative Contract No. B22153311006

2. DISCUSSION OF ISSUE:

The Turlock Police Department replaces vehicles and equipment when they reach the end of their service life or if maintenance costs exceed the value of the vehicle or piece of equipment. In FY 2024-25, the three (3) traffic unit motorcycles are scheduled to be replaced and funds have been appropriated. These replacements comply with the established Turlock Police Department's Equipment Replacement Plan.

The Turlock Police Department Field Operations Division utilizes a fleet of marked black and white emergency-equipped police motorcycles. These motorcycles are given a five (5) year life cycle and were purchased in 2019. Along with the three (3) in-service motorcycles, the Department also keeps a spare in the fleet. The following are currently active in the fleet:

1. Police BMW motorcycle POL19-1340 is five (5) years old and has approximately 21,300 miles.
2. Police BMW motorcycle POL19-1338 is five (5) years old and has approximately 29,100 miles.
3. Police BMW motorcycle POL19-1339 is five (5) years old and has approximately 35,000 miles.
4. Police BMW motorcycle POL 14-1135 is ten (10) years old and has approximately 41,240 miles.

The three (3) currently assigned BMW motorcycles will be reassigned as spares and/or training motorcycles to provide the traffic unit with the ability to have additional motor units at events or on traffic details when needed. The 2014 Motorcycle #14-1135 is scheduled to surplus, as the repair costs have exceeded its effectiveness.

The purchase of three (3) 2024 BMW Motorcycles is being done through BMW Long Beach on a cooperative agreement.

The adopted budget for FY 2024-25 in account number 506-00-000-213.51020 "Police Equipment Replacement" includes \$109,000 for three (3) police motorcycles.

3. BASIS OF RECOMMENDATION:

Pursuant to Turlock Municipal Code section 2-7-08(b)(5), bidding procedures are not required when engaged in joint, cooperative, or leveraged purchasing plans that have been solicited and awarded on a competitive basis.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funding is budgeted in 506-00-000-213.51020 as part of the Vehicle Replacement Plan.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

Council could choose not to approve the replacement of these motorcycles. This is not recommended because the motorcycles are aging and funding is available to replace them.

9. ATTACHMENTS:

1. Motorcycle Replacement Purchase - Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE	}	RESOLUTION NO. 2024-XXX
PURCHASE OF THREE (3) REPLACEMENT	}	
MARKED POLICE BMW MOTORCYCLES FROM	}	
LONG BEACH BMW MOTORCYCLES, FOR A	}	
TOTAL AMOUNT NOT TO EXCEED \$109,000	}	
FROM ACCOUNT NUMBER	}	
506-00-000-213.51020 "POLICE EQUIPMENT"	}	
THROUGH BWM LONG BEACH UTILIZING	}	
COOPERATIVE CONTRACT NO.	}	
B22153311006	}	

WHEREAS, the Turlock Police Department replaces vehicles and equipment when they reach the end of their service life or if maintenance costs exceed the value of the vehicle or piece of equipment; and

WHEREAS, these replacements were planned and funds have been appropriated in FY 2024-25 budget and comply with the established Turlock Police Department's Equipment Replacement Plan; and

WHEREAS, the purchase is being made from Long Beach BMW through the City of Sacramento Contract No. B22153311006.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase of three (3) replacement marked police BMW Motorcycles from Long Beach BMW Motorcycles, for a total amount not to exceed \$109,000 from account number 506-00-000-213.51020 "Police Equipment" through Long Beach utilizing cooperative Contract No. B22163311006.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 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

December 10, 2024



From: Christopher Fisher, Municipal Services Director
Prepared by: Juan Gutierrez, Transit Analyst
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution 2024-XXX: Adopting a revision to the Public Transportation Agency Safety Plan (PTASP) for the City of Turlock for Fiscal Year 2024-25 and certifying compliance with federal PTASP regulations

2. DISCUSSION OF ISSUE:

On July 19, 2018, the Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule (49 CFR Part 673), which required certain operators of public transportation systems that received federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that included the processes and procedures to implement Safety Management Systems (SMS). The Final Rule also required an annual update that must be certified by transit agencies annually. The City of Turlock fulfilled this requirement for Fiscal Year 2020-21 by submitting a revision to its PTASP.

City transit staff reviews the PTASP annually to determine if any changes are recommended. In addition to this review, federal PTASP requirements in 49 U.S.C. § 5329(d) mandate that agencies serving small urbanized areas (urbanized areas with fewer than 200,000 people) update their Agency Safety Plans annually with the cooperation of frontline employees. Agencies are required to identify two key positions by name and title: Accountable Executive and Chief Safety Officer. These individuals are permitted to work through the City's existing organizational and reporting structure, but are required to have direct reporting capability to the City Manager for safety-related matters that are urgent or otherwise not being resolved in a timely manner through traditional channels. The City has identified Wayne York (Transit Manager) as the Accountable Executive and Juan Gutierrez (Transit Analyst) as the Chief Safety Officer.

During February 2024 City transit staff sought feedback from frontline employees on the draft PTASP revisions but did not receive any. However, City staff made several important updates to the PTASP, including reassigning the General Manager position, including the Risk Management Director in safety communication activities, incorporating a process to report and handle assaults on transit workers, and referencing Turlock Transit's best practices for minimizing exposure to infectious diseases. These proactive steps show the City's commitment to continuously improving transit safety and communication.

3. BASIS OF RECOMMENDATION:

1. Recipients of FTA Section 5307 funds are required to perform an annual review of its PTASP with the participation of frontline employees to remain in compliance with federal regulations.

2. A PTASP establishes safety performance targets and outlines a framework for improving safety culture, all with the goal of reducing hazards to passengers and staff members in the provision of transit services.

3. The proposed update better aligns roles and responsibilities with the individuals best suited for oversight and implementation of the PTASP; it incorporates safety policies and procedures that improve the safety of City employees and passengers; and to improve the safety of transit workers, it outlines the steps followed to report, track, and handle assaults on transit workers.

4. FISCAL IMPACT / BUDGET AMENDMENT:

There are no direct or indirect expenses associated with the adoption of the proposed PTASP revision.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

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

8. ALTERNATIVES:

1. Reject the proposed revision of the PTASP for the City of Turlock. City staff does not recommend this approach as all recipients of federal operating assistance are required to perform an annual review and update the adopted PTASP as a condition of continuing to receive federal funds. Additionally, updates to the PTASP are intended to improve safety following implementation.

9. ATTACHMENTS:

1. Draft Resolution
2. Public Transportation Agency Safety Plan (PTASP) for FY 24-25

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING A REVISION	}	RESOLUTION NO. 2024-
TO THE PUBLIC TRANSPORTATION	}	
AGENCY SAFETY PLAN (PTASP) FOR THE	}	
CITY OF TURLOCK FOR FISCAL YEAR	}	
2024-25 AND CERTIFYING COMPLIANCE	}	
WITH FEDERAL PTASP REGULATIONS	}	

WHEREAS, on July 19, 2018, the Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule (49 CFR Part 673), which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS); and

WHEREAS, on December 8, 2020, the City of Turlock adopted its first PTASP and is committed to regular reviews of the PTASP in accordance with federal regulations; and

WHEREAS, in accordance with PTASP regulations that require agencies to identify their Accountable Executive and Chief Safety Officer by name and title, the City has identified Wayne York (Transit Manager) as the Accountable Executive and Juan Gutierrez (Transit Analyst) as the Chief Safety Officer, along with direct reporting authority to the City Manager, if necessary, for reporting time-sensitive safety-related issues; and

WHEREAS, the City continues to revise it's PTASP as needed to adhere to evolving legislative changes or enhancements to operations and procedures; 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" and therefore is not considered a project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a revision to the Public Transportation Agency Safety Plan (PTASP) for the City of Turlock for Fiscal Year 2024-25 and certifies compliance with federal PTASP regulations.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2024, by the following vote:

AYES:	
NOES:	
NOT PARTICIPATING:	
ABSENT:	ATTEST:

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

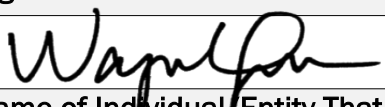
Public Transportation Agency Safety Plan (PTASP) for the City of Turlock (Turlock Transit)

Under 49 Code of Federal Regulations (CFR) Part 673, a transit agency is required to maintain documents that describe its Agency Safety Plan (ASP), including those related to implementation and results from processes and activities. Also, a transit operator may have existing documentation that describes processes, procedures, and other information required in Part 673.

1. Transit Agency Information

Transit Agency Name	City of Turlock (Turlock Transit)			
Transit Agency Address	1418 N. Golden State Blvd., Suite 1, Turlock, CA 95380			
Name and Title of Accountable Executive	Wayne York, Transit Manager			
Name of Chief Safety Officer or SMS Executive	Juan Gutierrez, Transit Analyst			
Mode(s) of Service Covered by This Plan	Demand-Response (Paratransit, On-Demand) and Motor Bus (Fixed Route)	List All FTA Funding Types (e.g., 5307, 5337, 5339)	5307, 5339	
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Demand-Response (Paratransit, On-Demand) and Motor Bus (Fixed Route)			
Does the agency provide transit services on behalf of another transit agency or entity?	Yes ☐	No ☒	Description of Arrangement(s)	N/A
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	N/A			

2. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	City of Turlock	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
		9/17/24
Approval by the Board of Directors or an Equivalent Authority	Name of Individual/Entity That Approved This Plan	Date of Approval
	Turlock City Council	12/10/24
	Relevant Documentation (Title and Location)	
	City of Turlock Resolution No. (TBD); Office of the City Clerk	
Certification of Compliance	Name of Individual/Entity That Certified This Plan	Date of Certification
	Wayne York, Transit Manager	9/17/24
	Relevant Documentation (Title and Location)	
	City of Turlock Resolution No. (TBD); Office of the City Clerk	

Version Number and Updates			
<i>Record the complete history of successive versions of this plan.</i>			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
1	ALL	Initial adoption	12/08/20
2	1, 2	Incorporating recommendations from the PTASP Technical Assistance Center, process updates, and a unit of measure conversion request from StanCOG	08/24/21
3	1, 2, 3, 4,	Reassigned the Accountable Executive and Chief Safety Officer positions. Solicited and incorporated relevant frontline transit worker input. Updated signatures and dates. Updated target transmittal dates. Updated agency leadership positions. Updated key staff positions.	10/25/22

4	3, 7, 15, 16	Reassigned the General Manager position. Incorporate language that explains how the ASP will be reviewed and updated annually. Incorporate language that explains the process for reporting, tracking and handling assaults on transit workers. Removed the role of the Director of Human Resources and Training and assigned role to the Risk Management Director. Reference Turlock Transit's "Strategies to Help Minimize Exposure to Infectious Diseases and Other Respiratory Hazards" document.	12/10/24
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Annual Review and Update of the Agency Safety Plan

Describe the process and timeline for conducting an annual review and update of the ASP.

This plan will be jointly reviewed and updated by the Turlock Transit Safety Committee, comprised of the Chief Safety Officer, contracted transit management staff, and frontline employees, by July 1st of each year. The ASP, with any proposed revisions, will be sent to the Accountable Executive for review and approval, prior to sending to the Turlock City Council for approval.

The City of Turlock complied with the annual frontline employee feedback requirement for the Public Transportation Agency Safety Plan (PTASP) on February 8, 2024. Frontline employees were given the opportunity to provide input and recommendations on safety issues and improvements during the review period from February 1, 2024, to February 9, 2024. However, no feedback was received from frontline employees during this designated review period.

3. Safety Performance Targets

Safety Performance Targets

Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.

Targets below are based on a review of safety performance data from the City of Turlock for the prior completed Fiscal Year (FY 2023-2024). In FY 2023-2024, MB total mileage was 331,495 and DR total mileage was 27,368.

Mode of Transit Service	Fatalities (Total)	Fatalities (Rate)	Injuries (Total)	Injuries (Rate)	Safety Events (Total)	Safety Events (Rate)	System Reliability
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Motor Bus (Fixed Route)	0	0	3	0.25 per month	6	0.5 per month	1.2 MF per 100K miles
Demand- Response (Paratransit)	0	0	1	0.1 per month	2	0.17 per month	5.5 MF per 100K miles

Safety Performance Target Coordination		
<i>Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.</i>		
The Transit Manager shall share the ASP, including safety performance targets, with the entities described below and shall consider any suggestions or feedback from those respective entities in future enhancements or revisions, to include immediate updates as needed.		
Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	Caltrans	12/11/24
Targets Transmitted to the Metropolitan Planning Organization(s)	Metropolitan Planning Organization Name	Date Targets Transmitted
	Stanislaus Council of Governments (StanCOG)	12/11/24

4. Safety Management Policy

Safety Management Policy Statement
<i>Use the written statement of safety management policy, including safety objectives.</i>
The management of safety is one of our core business functions. The City of Turlock is committed to developing, implementing, maintaining, and constantly improving processes to ensure that all our transit service delivery activities take place under a balanced allocation of organizational resources, aimed at achieving the highest level of safety performance and meeting established standards. All levels of management and all employees are accountable for the delivery of this highest level of safety performance. Turlock Transit's commitment is to: 1. Support the management of safety through the provision of appropriate resources, that will result in an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as the attention to the results of the other management systems of the organization; 2. Integrate the management of safety among the primary responsibilities of all managers and employees;

3. Clearly define for all staff, managers and employees alike, their accountabilities and responsibilities for the delivery of the organization's safety performance and the performance of our safety management system;
4. Establish and operate hazard identification and analysis, and safety risk evaluation activities, including an employee safety reporting program as a fundamental source for safety concerns and hazard identification, in order to eliminate or mitigate the safety risks of the consequences of hazards resulting from our operations or activities to a point which is consistent with our acceptable level of safety performance;
5. Ensure that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures;
6. Comply with, and wherever possible exceed, legislative and regulatory requirements;
7. Ensure that sufficient skilled and trained human resources are available to implement safety management processes;
8. Ensure that all staff are provided with adequate and appropriate safety-related information and training, are competent in safety management matters, and are allocated only tasks commensurate with their skills;
9. Establish and measure our safety performance against realistic and data-driven safety performance indicators and safety performance targets;
10. Continually improve our safety performance through management processes that ensure that appropriate safety management action is taken and is effective; and
11. Ensure externally supplied systems and services to support our operations are delivered meeting our safety performance standards.

Safety Management Policy Communication

Describe how the safety management policy is communicated throughout the agency. Include dates where applicable.

All matters related to occupational safety, health, or security are communicated to all employees at the time of hire through written documentation and in-person training by Storer. Remedial training on the same topics are provided to employees multiple times per year at mandatory employee training sessions held by Storer. Printed materials on the same topics, including this ASP, are made available 24/7 through postings by Storer in the work areas. Items of urgency or particular emphasis are communicated in writing and provided by Storer to each employee directly by their supervisor or her designee. Health or safety related items from the City are communicated in writing to the Storer General Manager for dissemination to their staff. In addition, City and Storer personnel provide safety updates to Storer employees during monthly safety meetings.

Authorities, Accountabilities, and Responsibilities

Describe the role of the following individuals for the development and management of the transit agency's Safety Management System (SMS).

Accountable Executive

Wayne York, Transit Manager

The AE has ultimate authority over SMS development and implementation, is accountable for agency safety performance, is responsible for the City to carry out the ASP, and promotes safety.

	• Authority: The AE has ultimate control and direction over PTASP and TAM Plans. • Accountability: The AE must ensure that agency SMS is effectively implemented throughout the agency's public transportation system. To ensure that action is taken as necessary to address substandard performance in the agency's SMS. The AE may delegate specific responsibilities but is ultimately accountable. • Responsibility: The AE is responsible to carry out the PTASP of the agency as well as the TAM Plan including control and direction over human and capital resources needed to develop and maintain the PTASP and the TAM Plan.
Chief Safety Officer or SMS Executive	Juan Gutierrez, Transit Analyst The Chief Safety Officer (CSO) reports SMS activities to AE, Director, and/or City Manager when required, Implements and operationalizes agency SMS, manages SMS documentation, oversee processes are in place, monitors Safety Risk mitigations, develops performance reports. • Authority: The SMS Executive/ CSO have authority over the day to day implementation and operation of the agency's SMS. The SMS Executive and CSO are partners with the agency leaders and staff to execute the agency SMS. • Accountability: The SMS Executive/ CSO are accountable to report to the AE and communicate AE decisions and directives as well as briefing the AE and Council Members. • Responsibility: The SMS Executive/ CSO are responsible to implement and operate the agency SMS processes and activities including: ○ Develop and maintain SMS documentation ○ Directing hazard identification and risk assessment ○ Monitor safety risk mitigation activities ○ Planning safety management training ○ Ensure that Safety Suggestion forms are reviewed and addressed promptly
Agency Leadership and Executive Management	Reagan Wilson, City Manager Sarah Eddy, Deputy City Manager Christopher Fisher, Municipal Services Director Wayne York, Transit Manager Juan Gutierrez, Transit Analyst Provides input, guidance and support to develop the ASP and implement SMS processes, review and act on safety performance reports to mitigate risks in areas of responsibility. • Authority: To direct subordinate staff and ensure SMS compliance • Accountability: To ensure that SMS activities are being carried out and followed in each of their respective areas of operation

	Responsibility: To support the day to day operation and implementation of the agency SMS
Key Staff	Wayne York, Transit Manager Juan Gutierrez, Transit Analyst Bobbi Wayman, General Manager, Storer Transit Systems Maritza Tinoco, Operations Manager, Storer Transit Systems Steven Rocha, Safety Officer, Storer Transit Systems Draft safety management system policy and procedures, are Subject Matter Experts in development of real-world SMS strategies and processes, Execute SMS activities and promote best practices. - Authority: The key staff have the authority as assigned by the leadership and management to assist in the development of agency SMS processes and activities as they are the subject matter experts - Accountability: The key staff assigned are accountable to endorse the agency SMS and promote it at all levels - Responsibility: Key staff members are responsible to draft the agency SMS policies and procedures. In addition to develop, implement and operate the agency safety plan action elements
Employee Safety Reporting Program <i>Describe the process and protections for employees to report safety conditions to senior management. Describe employee behaviors that may result in disciplinary action (and therefore, are excluded from protection).</i>	
Employees are expected to report all safety concerns to their supervisor. This notification can be made verbally or in writing, at the employee's discretion, and should be made as soon as practically possible. Employees providing written reports are encouraged to do so on designated forms, though alternate forms will be accepted if the designated form(s) are unavailable. Employees opting to use the designated form(s) may elect to remain anonymous. No employee will be retaliated against for reporting hazards or potential hazards or for making suggestions related to safety or security. In accordance with the FTA's 2023 mandate, Turlock Transit employees must report any assaults they experience. The FTA defines assault as an act that knowingly endangers the safety of an individual or shows reckless disregard for human life while interfering with, disabling, or incapacitating a transit worker. In the event of an assault, drivers and other transit workers are required to report immediately to their supervisor, either verbally or in writing. The information to be reported includes details about the assailant, the victim, the type of assault, date and time, location/vehicle number, and a description of the incident. The reports are reviewed by the Storer management team and formalized in an email to the Chief Safety Officer and the Accountable Executive. Incidents are to be reported to the Chief Safety Officer and the Accountable Executive, and discussed during monthly operations meetings to determine appropriate course of action.	

Reports generated from Storer employees shall be reviewed and documented by the Storer General Manager, Operations Manager, and/or Safety Officer. Employees that fail to follow established safety procedures shall be subject to the following actions from their supervisor:

1. Supervisor informs employee of the violation;
2. Supervisor informs or reminds the employee of the correct procedure;
3. Supervisor directs the employee to comply and correct the violation, as applicable;
4. Supervisor reminds the employee of applicable disciplinary policies.

The previously described safety issues shall be reported by the Storer General Manager, or his/her designee, to the Chief Safety Officer. The Chief Safety Officer will log the reports received in the Safety Incident Log and will bring the reported hazards for discussion to the monthly Safety Committee meetings. It is at those meetings that the severity and likelihood of occurrence will be determined and mitigation strategies will be discussed. Urgent or time-sensitive safety issues requiring an immediate response shall be communicated immediately, while less urgent issues shall be reported as soon as practically possible. All safety related issues for a given month shall be included in the monthly report from Storer and shall be discussed at the subsequent transit meeting between City staff and Storer staff.

Reports generated from City transit employees shall be reviewed and documented by the Chief Safety Officer. Employees that fail to follow established safety procedures shall be subject to the following actions from the Transit Manager:

1. Transit Manager informs employee of the violation;
2. Transit Manager informs or reminds the employee of the correct procedure;
3. Transit Manager directs the employee to comply and correct the violation, as applicable;
4. Transit Manager reminds the employee of applicable disciplinary policies.

Employees submitting frivolous or false reports of hazards or potential hazards will be subject to progressive discipline up to and including termination.

5. Safety Risk Management

Safety Risk Management Process

Describe the Safety Risk Management process, including:

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards.*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associated with identified safety hazards.*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment.*

Turlock Transit uses the SRM process as a primary method to ensure the safety of our operations, passengers, employees, vehicles, and facilities. It is a process whereby hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to Turlock Transit's leadership. Turlock Transit's SRM process allows us to carefully

examine what could cause harm and determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary.

Turlock Transit's Chief Safety Officer leads the agency's SRM process, working with City transit administrative personnel and contracted operations and safety personnel to identify hazards and consequences, assess safety risk of potential consequences, and mitigate safety risk. The results of the agency's SRM process are documented.

Turlock Transit's SRM process applies to all elements of our system including our operations and maintenance; facilities and vehicles; and personnel recruitment, training, and supervision. In carrying out the SRM process, Turlock Transit uses the following terms:

- **Event** – Any accident, incident, or occurrence.
- **Hazard** – Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure belonging to the City; or damage to the environment.
- **Risk** – Composite of predicted severity and likelihood of the potential effect of a hazard.
- **Risk Mitigation** – Method(s) to eliminate or reduce the effects of hazards.
- **Consequence** – An effect of a hazard involving injury, illness, death, or damage to City property or the environment.

Safety Hazard Identification

The Agency will apply risks of loss to the Risk Management Process which includes a systematic and continuous identification of loss exposures, the analysis of these exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with the Agency's financial resources. The Safety Risk Management practices include a comprehensive hazard identification and analysis data collection process from various sources such as: the employee safety reporting program, observations of operations, inspections, internal safety investigations, accident reports, compliance programs, safety committee reviews, industry data, governmental sources (FTA, NTSB, CHP), customer and public feedback or complaints.

The Chief Safety Officer may conduct further analyses of hazards and consequences entered into the Safety Risk Register to collect information and identify additional consequences and to inform which hazards should be prioritized for safety risk assessment. In following up on identified hazards, the Chief Safety Officer may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard;
- Conduct a walkthrough of the affected area, assessing the possible hazardous condition, generating visual documentation (photographs and/or video), and taking any measurements deemed necessary;
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard;
- Review any documentation associated with the hazard (records, reports, procedures, inspections, technical documents, etc.);
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard;

- Review any past reported hazards of a similar nature; and
- Evaluate tasks and/or processes associated with the reported hazard.

The Chief Safety Officer will then prepare an agenda to discuss identified hazards and consequences with the Transit Management Team during monthly meetings. This agenda may include additional background on the hazards and consequences, such as the results of trend analyses, vehicle camera footage, vendor documentation, reports and observations, or information supplied by FTA or other oversight authorities.

Any identified hazard that poses a real and immediate threat to life, property, or the environment must immediately be brought to the attention of the Accountable Executive and addressed through the SRM process for safety risk assessment and mitigation. This means that the Chief Safety Officer believes immediate intervention is necessary to preserve life, prevent major property destruction, or avoid harm to the environment.

Safety Risk Assessment

Turlock Transit assesses safety risk associated with identified safety hazards using its safety risk assessment process. This includes an assessment of the likelihood and severity of the consequences of hazards, including existing mitigations, and prioritizing hazards based on safety risk.

The Chief Safety Officer or the designated safety officer employed by the operations contractor shall assess prioritized hazards using Turlock Transit's Safety Risk Matrix. This matrix expresses assessed risk as a combination of one severity category and one likelihood level, also referred to as a hazard rating. For example, a risk may be assessed as "1A" or the combination of a Catastrophic (1) severity category and a Frequent (A) probability level.

This matrix also categorizes combined risks into levels, High, Medium, or Low, based on the likelihood of occurrence and severity of the outcome. For purposes of accepting risk:

- "High" hazard ratings will be considered unacceptable and require action from Turlock Transit to mitigate the safety risk,
- "Medium" hazard ratings will be considered undesirable and require the Transit Management Team to decide regarding their acceptability, and
- "Low" hazard ratings may be accepted by the Chief Safety Officer without additional review.

Using a categorization of High, Medium, or Low allows for hazards to be prioritized for mitigation based on their associated safety risk.

The Chief Safety Officer schedules safety risk assessment activities on the transit management meeting agenda and prepares a Safety Risk Assessment Package. This package is distributed at least one week in advance of the monthly meeting. During the meeting, the Chief Safety Officer reviews the hazard and its consequence(s) and reviews available information distributed in the Safety Risk Assessment Package on severity and likelihood. The Chief Safety Officer may request support from other transit professionals in obtaining additional information to support the safety risk assessment.

Once sufficient information has been obtained, the Chief Safety Officer will facilitate completion of relevant sections of the Safety Risk Register, using the agency's Safety Risk Assessment

Matrix, with the transit management group. The Chief Safety Officer will document the Transit Management Team's safety risk assessment, including hazard rating and mitigation options for each assessed safety hazard in the Safety Risk Register. The Chief Safety Officer will maintain on file Transit Management Team agendas, Safety Risk Assessment Packages, additional information collection, and completed Safety Risk Register sections for a period of three years from the date of generation.

TABLE I. Severity categories

SEVERITY CATEGORIES		
Description	Severity Category	Mishap Result Criteria
Catastrophic	1	Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10M.
Critical	2	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1M but less than \$10M.
Marginal	3	Could result in one or more of the following: injury or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100K but less than \$1M.
Negligible	4	Could result in one or more of the following: injury or occupational illness not resulting in a lost work day, minimal environmental impact, or monetary loss less than \$100K.

To determine the appropriate probability level as defined in Table II for a given hazard at a given point in time, assess the likelihood of occurrence of a mishap. Probability level F is used to document cases where the hazard is no longer present. No amount of doctrine, training, warning, caution, or Personal Protective Equipment (PPE) can move a mishap probability to level F.

TABLE II. Probability levels

PROBABILITY LEVELS			
Description	Level	Specific Individual Item	Fleet or Inventory
Frequent	A	Likely to occur often in the life of an item.	Continuously experienced.
Probable	B	Will occur several times in the life of an item.	Will occur frequently.
Occasional	C	Likely to occur sometime in the life of an item.	Will occur several times.
Remote	D	Unlikely, but possible to occur in the life of an item.	Unlikely, but can reasonably be expected to occur.
Improbable	E	So unlikely, it can be assumed occurrence may not be experienced in the life of an item.	Unlikely to occur, but possible.
Eliminated	F	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.

TABLE III. Risk assessment matrix

RISK ASSESSMENT MATRIX				
SEVERITY PROBABILITY	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	Serious	Medium
Probable (B)	High	High	Serious	Medium
Occasional (C)	High	Serious	Medium	Low
Remote (D)	Serious	Medium	Medium	Low
Improbable (E)	Medium	Medium	Medium	Low
Eliminated (F)	Eliminated			

Safety Risk Mitigation

Risk Management is dedicated to the minimization of the total long-term cost to the Agency of all activities related to the identification, prevention and control of accidental losses and their consequences. Risk Mitigation Safety Actions fall into three major categories.

Physical Defenses: Objects and technologies that are engineered to discourage, warn against, or prevent inappropriate action or mitigate the consequence of events such as safety restraining systems, signals, safety redundancies, equipment crashworthiness.

Administrative Defenses: procedures and practices that mitigate the likelihood of accidents/incidents such as safety regulations, standard operating procedures, personnel proficiency, supervision, inspections and training.

Behavioral Defenses: behavioral interventions through education and public awareness campaigns aimed at reducing risky and reckless behavior of motorists, passengers and pedestrians; factors outside the control of the agency.

The Accountable Executive and Chief Safety Officer will review current methods of safety risk mitigation and establish methods or procedures to mitigate or eliminate safety risk associated with specific hazards based on recommendations from the Transit Management Team. Turlock Transit can reduce safety risk by reducing the likelihood and/or severity of potential consequences of hazards. Prioritization of safety risk mitigations is based on the results of safety risk assessments. The Chief Safety Officer tracks and updates safety risk mitigation information in the Safety Risk Register and makes the Register available to the Transit Management Team during monthly meetings and to agency staff upon request.

In the Safety Risk Register, the Chief Safety Officer will also document any specific measures or activities, such as reviews, observations, or audits, that will be conducted to monitor the effectiveness of mitigations once implemented.

6. Safety Assurance

Safety Performance Monitoring and Measurement

Describe activities to monitor the system for compliance with procedures for operations and maintenance.

Turlock Transit has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits,
- Informal inspections,
- Regular review of onboard camera footage to assess drivers and specific incidents,
- Safety surveys,
- ESRP,
- Investigation of safety occurrences,
- Safety review prior to the launch or modification of any facet of service,
- Daily data gathering and monitoring of data related to the delivery of service, and
- Regular vehicle inspections and preventative maintenance.

Results from the above processes are compared against recent performance trends quarterly and annually by the Chief Safety Officer to determine where action needs to be taken. The Chief Safety Officer enters any identified non-compliant or ineffective activities, including mitigations, back into the SRM process for reevaluation by the Transit Management Team.

Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.

Turlock Transit monitors safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. The Chief Safety Officer maintains a list of safety risk mitigations in the Safety Risk Register. The mechanism for monitoring safety risk mitigations varies depending on the mitigation.

The Chief Safety Officer establishes one or more mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director, manager, or supervisor. These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations; or other activities. The Chief Safety Officer will endeavor to make use of existing Turlock Transit processes and activities before assigning new information collection activities.

Turlock Transit's Chief Safety Officer and Transit Management Team review the performance of individual safety risk mitigations during monthly Transit Management Team meetings, based on the reporting schedule determined for each mitigation, and determine if a specific safety risk mitigation is not implemented or performing as intended. If the mitigation is not implemented or performing as intended, the Transit Management Team will propose a course

of action to modify the mitigation or take other action to manage the safety risk. The Chief Safety Officer will approve or modify this proposed course of action and oversee its execution.

Turlock Transit's Chief Safety Officer and Transit Management Team also monitor Turlock Transit's operations on a large scale to identify mitigations that may be ineffective, inappropriate, or not implemented as intended by:

- Reviewing results from accident, incident, and occurrence investigations;
- Monitoring employee safety reporting;
- Reviewing results of internal safety audits and inspections; and
- Analyzing operational and safety data to identify emerging safety concerns.

The Chief Safety Officer works with the Transit Management Team and Accountable Executive to carry out and document all monitoring activities.

Describe activities to conduct investigations of safety events, including the identification of causal factors.

Turlock Transit maintains documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event (see Turlock Transit Safety Event Investigation Procedures Manual for specific procedures for conducting safety investigations). These procedures also reflect all traffic safety reporting and investigation requirements established by California Department of Motor Vehicles.

The Chief Safety Officer maintains all documentation of Turlock Transit's investigation policies, processes, forms, checklists, activities, and results. As detailed in Turlock Transit's procedures, an investigation report is prepared and sent to the Transit Management Team for integration into their analysis of the event.

Turlock Transit's Transit Management Team consists of six members that represent management, operations, and maintenance. The Chief Safety Officer chairs the board. Turlock Transit's Transit Management Team, with support of the operations and management contractor:

- Ensures all accidents or safety incidents are reviewed;
- Ensures a determination is made regarding each accident as to whether it was preventable or non-preventable;
- Determines if causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event; and
 - Determines whether an accident appears to involve underlying organizational causal factors beyond just individual employee behavior.

Describe activities to monitor information reported through internal safety reporting programs.

The Chief Safety Officer and Transit Management Team routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer and Transit Management Team ensure that the concerns are investigated or analyzed through Turlock Transit's SRM process.

The Chief Safety Officer and Transit Management Team also review internal and external reviews, including audits and assessments, with findings concerning Turlock Transit's safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations.

7. Safety Promotion

Competencies and Training

Describe the safety training program for all agency employees and contractors directly responsible for safety.

Turlock Transit's comprehensive safety training program applies to all Turlock Transit employees directly responsible for safety, including:

- Bus vehicle operators,
- Dispatchers,
- Maintenance technicians,
- Managers and supervisors,
- Agency Leadership and Executive Management,
- Chief Safety Officer, and
- Accountable Executive.

Turlock Transit dedicates resources to conduct a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS.

Basic training requirements for Turlock Transit employees, including frequencies and refresher training, are documented in Storer Transit System's Employee Handbook.

Operations safety-related skill training includes the following:

- New-hire bus vehicle operator classroom and hands-on skill training,
- Bus vehicle operator refresher training,
- Bus vehicle operator retraining (recertification or return to work),
- Classroom and on-the-job training for dispatchers,
- Classroom and on-the-job training for operations supervisors and managers, and
- Accident investigation training for operations supervisors and managers.

Vehicle maintenance safety-related skill training includes the following:

- Ongoing vehicle maintenance technician skill training,
- Ongoing skill training for vehicle maintenance supervisors,
- Accident investigation training for vehicle maintenance supervisors,
- Ongoing hazardous material training for vehicle maintenance technicians and supervisors, and
- Training provided by vendors.

Safety Communication

Describe processes and activities to communicate safety and safety performance information throughout the organization.

Turlock Transit's Chief Safety Officer and the Risk Management Director coordinate Turlock Transit's safety communication activities for the SMS. Turlock Transit's activities focus on the three categories of communication activity established in 49 CFR Part 673 (Part 673):

- **Communicating safety and safety performance information throughout the agency:** Turlock Transit communicates information on safety and safety performance in its quarterly newsletter and during quarterly All-Staff Meetings. Turlock Transit also has a permanent agenda item in all monthly meetings dedicated to safety. Information typically conveyed during these meetings includes safety performance statistics, lessons learned from recent occurrences, upcoming events that may impact Turlock Transit's service or safety performance, and updates regarding SMS implementation. Turlock Transit also requests information from drivers during these meetings, which is recorded in meeting minutes. Finally, Storer Transit Systems posts safety bulletins and flyers on the bulletin boards located in all bus operator and maintenance technician break rooms, advertising safety messages and promoting awareness of safety issues.
- **Communicating information on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency:** As part of new-hire training, Storer Transit Systems distributes safety policies and procedures, included in the Storer Transit Systems Employee Handbook, to all employees. Storer Transit Systems provides training on these policies and procedures and discusses them during safety talks between supervisors and bus operators and vehicle technicians. For newly emerging issues or safety events at the agency, Turlock Transit's Chief Safety Officer issues bulletins or messages to employees that are reinforced by supervisors in one-on-one or group discussions with employees.
- **Informing employees of safety actions taken in response to reports submitted through the ESRP:** Turlock Transit provides targeted communications to inform employees of safety actions taken in response to reports submitted through the ESRP, including handouts and flyers, safety talks, updates to bulletin boards, and one-on-one discussions between employees and supervisors.

Strategies to Help Minimize Exposure to Infectious Disease

Mitigation Measures

Turlock Transit has implemented various mitigation measures to address the challenges posed by the Covid-19 pandemic, enhancing its preparedness for future infectious diseases and respiratory hazards. These measures encompass several areas, including transit revenue vehicles and the Transit Center, and also outline future considerations. The "Strategies to Help Minimize Exposure to Infectious Diseases and Other Respiratory Hazards" can be found in Appendix A below.

Additional Information

Supporting Documentation

Include or reference documentation used to implement and carry out the ASP that are not included elsewhere in this Plan.

Turlock Transit will maintain documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this ASP; and the results from its SMS processes and activities for three years after creation. They will be available to the FTA or other Federal or oversight entity upon request.

Definitions of Special Terms Used in the ASP

Term	Definition
TAM Plan	Transit Asset Management Plan

List of Acronyms Used in the ASP

Acronym	Word or Phrase
Caltrans	California Department of Transportation
CHP	California Highway Patrol
DR	Demand-Response Transportation Modes (Paratransit & On-Demand)
FR	Fixed Route Transportation Mode
FTA	Federal Transit Administration
NTSB	National Transportation Safety Board
SMS	Safety Management System
StanCOG	Stanislaus Council of Governments
Storer	Storer Transit Systems of Modesto, CA (transit contractor)
TDA	California's Transportation Development Act

Appendix A: Strategies to Help Minimize Exposure to Infectious Diseases and Other Respiratory Hazards

Turlock Transit has implemented several mitigation measures that are consistent with the guidelines of the Centers for Disease Control and Prevention (CDC) for minimizing exposure to infectious diseases and respiratory hazards to address the challenges posed by the Covid-19 pandemic, thereby improving its future preparedness for other infectious diseases and respiratory hazards. These measures include:

Mitigation measures in effect on transit revenue vehicles

- Installation of driver barriers to limit exposure to contaminants.
- Use of USSCE air purification units that filter cabin air, with annual filter replacement.
- Provision of hand sanitizer and face masks to drivers.
- Weekly washing and disinfection of buses.

Mitigation measures in effect at Transit Center (Suite 1 & Suite 2)

- Installation of USSCE air purification units.
 - Filters replaced every other year.
- Installation of thermometers for employees to monitor their temperature.
- Provision of COVID-19 testing to employees.
- Provision of hand sanitizer to all employees.
- Daily cleaning and sanitizing of high traffic areas.

Future Considerations

In the event of future infectious disease outbreaks, Turlock Transit will utilize SMS strategies to determine the need for additional responses including but not limited to:

- Reducing or cancelling service.
- Increasing vehicle availability.
- Enforcing social distancing.
- Creating public awareness campaigns that help inform the public.
- Providing additional personal protective equipment to employees.
- Providing masks to transit users.
- Following guidance provided by health officials and City leadership.
- Increase cleaning and disinfecting of transit vehicles.
- Conduct risk assessment to identify vulnerabilities within the transit system.
- Consider implementing emerging innovative design concepts that have been identified as effective in reducing the transmission of infectious diseases on transit vehicles.
- Implement strategies to improve ventilation, such as opening windows, doors, and roof hatches to reduce the concentration of airborne contaminants inside the vehicles.
- Consider providing training virtually.
- Consider meeting virtually.

City Council Staff Report

December 10, 2024



From: Christopher Fisher, Municipal Services Director
Prepared by: Janine Lee, Associate Engineer
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Contract Change Order No. 1 with SoCal Pacific Construction, Copr. dba National Coating & Lining Company for City Project No. 23-027, "Secondary Clarifier No. 4 Recoating" in the amount of \$55,936.00 bringing the contract total to \$273,573.00 and appropriating \$34,000.00 from Fund 410 "Sewer" unallocated reserves to Fund 410 account number 410-51-534.43363 "Coating Contract"

2. DISCUSSION OF ISSUE:

The RWQCF includes five secondary clarifiers. The secondary clarifiers are used to separate microorganisms so that just clear water remains. The clear water that flows out of the top of the clarifier is sent along for disinfection. Secondary Clarifier No. 4 was constructed approximately 30 years ago. The corrosive wastewater environment has resulted in corrosion of various metal surfaces associated with Secondary Clarifier No. 4. The scope of City Project No. 23-027 "Secondary Clarifier No. 4 Recoating" includes:

- Remove by abrasive blasting the existing coating system on the interior metal work (rake arms, skimmer arms, bridge, etc)
- Spot repair and overcoat all exterior metal work (surfaces above immersion)
- Apply new coating system to all clarifier interior metal work, above grade piping and valves within the clarifier, and all piping associated with the scum box
- Apply new coating system on all exterior surfaces of the Return Activated Sludge (RAS) pump station above ground equipment

Staff was under the impression that the launder channel was made of fiberglass material; therefore, it was not included in the original scope of work. It was determined in the field during construction that the launder channel is in fact made of metal and will require abrasive blasting and a new coating system.

Change Order No. 1 in the amount of \$55,936.00 includes the additional work by National Coating & Lining (NCL) to blast and coat the launder channel after the weir and baffle are removed by City staff. An additional 15 working days is also requested by the Contractor in order to perform the new work. This change order increases the total contract cost due to additional coating work on the launder channel. It is necessary to approve this change order item to correct the contract amount and ensure that all interior metal work is coated properly with a new coating system.

Project Summary:

	Amount	Approval Date
Original Contract	\$217,637.00	May 14, 2024
Change Order No. 1	\$55,936.00	
Adjusted Total Contract	\$273,573.00	

In accordance with the change order policy established in Council Resolution No. 2023-070, Change Order No. 1 exceeds the available contingency amount and requires City Council approval. The contingency amount for change orders is \$21,764 at the time of the award of bid. Change Order No. 1 exceeds the original contingency by \$34,172.

3. BASIS OF RECOMMENDATION:

- A. Contract Change Order 1 is necessary to compensate the contractor for additional, unforeseen work.
- B. Resolution No. 2023-070 outlines the City's process for change order approval. The City Engineer is authorized to approve change orders up to 50% of the approved contract change order contingency amount; the City Manager and City Engineer may jointly approve change orders up to 100% of the approved contract change order contingency amount; and all other change orders must be reviewed by the City Council.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money was used for this project.

The total estimated project costs are displayed below:

NCL Construction - Total Contract Amount	\$	217,637.00	A
NCL Construction - CCO No. 1	\$	55,936.00	B
NCL Construction - New Contract Amount	\$	273,573.00	C = A + B
Coating Specialist & Inspection - Amount of Payments in FY 24/25	\$	15,200.00	D
Construction Engineering Mng & Inspection Charges by City Staff in FY 24/25	\$	10,000.00	E
New Total Estimated Project Charges in FY 24/25	\$	298,773.00	F = C + D + E

Appropriation Needed

410-51-534.43363 Approved Budget Amount	\$	265,000.00	= A
CP #23-027 Total Estimated Project Charges in FY	\$	298,773.00	= B
Recommended Minimum Additional Funding	\$	34,000.00	C = A - B

The project account number for expenses is 410-51-534.43363 "Coating Contract" which includes a budget amount of \$265,000 in FY 24/25. As the new estimated project cost is \$298,503, staff requests an appropriation of \$34,000 to cover the estimated project expenses in FY 24/25, including the additional services outlined in this Contract Change Order.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval. Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This project is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) as this project involves negligible or no expansion or use of the existing facilities, and specifically no additional automobile lanes will be created by project.

8. ALTERNATIVES:

- A. Council could choose not to approve Contract Change Order No. 1. Staff does not recommend this alternative, as part of the scope of the change order includes improvements that were necessary to complete the project.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. Contract Change Order No. 1

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING	}	RESOLUTION NO. 2024-
CONTRACT CHANGE ORDER NO. 1 WITH	}	
SOICAL PACIFIC CONSTRUCTION, COPR.	}	
DBA NATIONAL COATING & LINING	}	
COMPANY FOR CITY PROJECT NO. 23-027,	}	
"SECONDARY CLARIFIER NO. 4	}	
RECOATING" IN THE AMOUNT OF	}	
\$55,936.00 BRINGING THE CONTRACT	}	
TOTAL TO \$273,573.00 AND	}	
APPROPRIATING \$34,000.00 FROM FUND	}	
410 "SEWER" UNALLOCATED RESERVES	}	
TO FUND 410 ACCOUNT NUMBER 410-51-	}	
534.43363 "COATING CONTRACT"	}	

WHEREAS, City Project No. 23-027 "Secondary Clarifier No. 4 Recoating" will remove the existing coating system and apply a new coating system to Secondary Clarifier No. 4 interior metal work; and

WHEREAS, the contractor, National Coating & Lining Company, discovered in the field that the launder channel that was expected to be made of fiberglass material was in fact made of metal; and

WHEREAS, Contract Change Order No. 1, in the amount of \$55,936.00 with an additional 15 working days, covers the additional work required to blast and coat the launder channel; and

WHEREAS, the contingency amount for change orders is \$21,764 and Change Order No. 1 exceeds the original contingency by \$34,172; and

WHEREAS, Resolution No. 2023-070 stipulates that contract change orders in excess of the Council-approved contingency amount may only be approved by the City Council; and

WHEREAS, the new estimated total project cost is \$298,773 which will require an appropriation of \$34,000 in FY 24/25, including the additional services outlined in Contract Change Order No. 1; and

WHEREAS, this project is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) as this project involves negligible or no expansion or use of the existing facilities, and specifically no additional automobile lanes will be created by project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Contract Change Order No. 1 with SoCal Pacific Construction, Copr. dba National Coating & Lining Company for City Project No. 23-027, "Secondary Clarifier No. 4 Recoating" in the amount of \$55,936.00 bringing the contract total to \$273,573.00 and appropriate \$34,000.00 from Fund 410 "Sewer" unallocated reserves to Fund 410 account number 410-51-534.43363 "Coating Contract".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2024, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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



CONTRACT CHANGE ORDER

Date Issued: November 7, 2024
Project Name: Secondary Clarifier No. 4 Recoating

Change Order No: 1

National Coating & Lining
26713 Madison Ave
Murrieta, CA 92562

Project No: 23-027
Contract For: \$217,637.00
Contract Award Date: May 14, 2024

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

Item No.	Item Description	Unit of Measure	Quantity	Unit Price	Total
1	Additional Blasting and Coating of Launder	LS	1	\$ 55,936.00	\$ 55,936.00
Total This CCO =					\$ 55,936.00
The original contract sum =					\$ 217,637.00
Net change by previous change orders =					\$ -
The contract amount will be increased by the amount of =					\$ 55,936.00
The new contract sum including this change order will be =					\$ 273,573.00
15 working days are added to the contract time to account for the additional items of work.					

Accepted: Chris Osburn
Chris Osburn, Branch Manager

Date: 11-7-24

Approved: _____
Reagan Wilson, City Manager

Date: _____

City Council Staff Report

December 10, 2024



From: Christopher Fisher, Municipal Services Director
Prepared by: David Barr, Fleet Services Manager
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the purchase of a utility body and an onboard compressor system to be supplied and installed by Stiles Truck Body & Equipment, Inc. of Turlock, CA for \$39,354.57 to be funded by Fund 426 "Transit" and finding that the best interests of the City require that the purchase be made without compliance with the formal bid procedure pursuant to Turlock Municipal Code 2-7-08(b)(6) which requires at least four (4) affirmative votes

2. DISCUSSION OF ISSUE:

On July 1, 2023, the Fleet Services Division ordered three Ford F-350 chassis cab trucks without any bodies or equipment installed. Two of these trucks were going to be assigned to the Water Quality Control (WQC) area and one was to be assigned to Fleet Services as a service truck to maintain the Turlock Transit buses. At the time of the order placement, the decision was made to order the trucks as chassis cabs with no bodies due to long lead times on the required bodies which were planned to be sourced at a later date. With staffing changes, new staff members were unaware of the order of incomplete vehicles.

After the arrival of the three units, an informal bid process was completed wherein staff solicited quotes from several vendors to provide utility bodies for the trucks assigned to WQC. Stiles Truck Body & Equipment, Inc. (Stiles) came in with the lowest, responsible and responsive bid for those two trucks. The vehicle assigned to Fleet Services as a service truck to maintain the Turlock Transit buses also requires an air compressor system installed to allow for use of our pneumatic tools and tire inflation; this pushed this quote over the \$25,000 threshold for an informal quote. The need for a formal bid would push an award out until late spring of 2025. During this period of time, the truck asset that has already been purchased will not be functional, will depreciate, and the warranty term will diminish. On top of that, our current Fleet Service Vehicle, a 1992 van, has been placed out of service due to a number of safety concerns, forcing Fleet Services to work out of a retired patrol vehicle. Stiles was successful in the informal bid for the truck bodies on the first 2 trucks, and they have 5 utility beds in stock.

In order for this purchase to be authorized without compliance to the formal bid process according to Turlock Municipal Code 2-7-8(b)(6), City Council must adopt "a resolution by at least four (4) affirmative votes determining that the best interests of the City require that the purchase be made without compliance with the formal bid procedure." Staff recommend approval of this purchase and have Stiles install the onboard air compressor system onto the Fleet vehicle in addition to the utility body, for which they were already the successful low bidder, so this unit can be immediately beneficial to Fleet Services in the performance of service to the Turlock Transit bus service.

3. BASIS OF RECOMMENDATION:

- A. On July 1, 2023, staff purchased three chassis cabs without the other necessary equipment, which were probably planned for purchase from a different vendor to expedite delivery time. There have been new staff in the Fleet Services division who were unaware of this plan until the chassis cabs arrived and were discovered in their incomplete condition.
- B. While two of the three vehicles could be outfitted within the threshold for the informal bid procedure, the third requires more equipment, which trips the requirement for a formal bid procedure.
- C. The lead time on a formal bid procedure being fully conducted, the vendor awarded at City Council, and the deliverables completed is late Spring 2025.
- D. It is not in the City's best interest for the vehicle to sit on the lot until late Spring of 2025 because it would not be a functional asset during that time, it would depreciate, and the valuable warranty period would diminish.
- E. Stiles Truck Body & Equipment, Inc. has proven to be a competitive bidder by producing the low bids for the equipment required for the other two vehicles.
- F. Finding that the best interests of the City require that the purchase be made without compliance with the formal bid procedure pursuant to Turlock Municipal Code 2-7-08(b)(6) requires at least four (4) affirmative votes.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The approval of this purchase will not impact the General Fund.

The total cost of this purchase is \$39,354.57, which will be expensed to Fund 426 "Transit" account number 426-40-415-241-002.51240 captured within City Project 23047 "Transit Service Vehicle Purchase".

Appropriate funds have been allocated during Fiscal Year 2024-25 budget process to cover this purchase.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

8. ALTERNATIVES:

- A. The City could go out to formal bid for this complete package, however, during that time which is estimated to be six months or more, the \$57,135.74 chassis cab truck

will sit in the parking lot unable to be utilized, while the value of the vehicle continues to depreciate and the warranty period diminishes. During this time, Fleet staff will continue to use a retired patrol vehicle, which is not outfitted for proper work and does not allow staff to properly serve internal customers.

9. ATTACHMENTS:

1. Draft Resolution
2. Estimate 32208 from Stiles Truck Body Equipment Inc.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING THE
PURCHASE OF A UTILITY BODY AND AN
ONBOARD COMPRESSOR SYSTEM TO BE
SUPPLIED AND INSTALLED BY STILES
TRUCK BODY & EQUIPMENT, INC. OF
TURLOCK, CA FOR \$39,354.57 TO BE
FUNDED BY FUND 426 "TRANSIT" AND
FINDING THAT THE BEST INTERESTS OF
THE CITY REQUIRE THAT THE PURCHASE
BE MADE WITHOUT COMPLIANCE WITH
THE FORMAL BID PROCEDURE PURSUANT
TO TURLOCK MUNICIPAL CODE 2-7-
08(B)(6) WHICH REQUIRES AT LEAST FOUR
(4) AFFIRMATIVE VOTES**

RESOLUTION NO. 2024-

WHEREAS, on July 1, 2023, staff purchased three chassis cabs without vehicle bodies to expedite shipment and new staff in the Fleet Services division were unaware of this plan until the chassis cabs arrived and were discovered in their incomplete condition; and

WHEREAS, while two of the three vehicles could be outfitted within the threshold for the informal bid procedure, the third requires more equipment, which trips the requirement for a formal bid procedure; and

WHEREAS, the lead time on a formal bid procedure being fully conducted, the vendor awarded at City Council, and the deliverables on the vehicle being completed is late Spring 2025; and

WHEREAS, it is not in the City's best interest for the vehicle to remain inoperable until late Spring of 2025 because it would not be a functional asset during that time, it would depreciate, and the valuable warranty period would diminish; and

WHEREAS, Stiles Truck Body & Equipment, Inc. has proven to be a competitive bidder by producing the low bids for the equipment required for the other two vehicles; and

WHEREAS, finding that the best interests of the City require that the purchase be made without compliance with the formal bid procedure pursuant to Turlock Municipal Code 2-7-08(b)(6) requires at least four (4) affirmative votes; 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" and therefore is not considered a project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock

does hereby approve the purchase of a utility body and an onboard compressor system to be supplied and installed by Stiles Truck Body & Equipment, Inc. of Turlock, CA for \$39,354.57 to be funded by Fund 426 "Transit" and find that the best interests of the City require that the purchase be made without compliance with the formal bid procedure pursuant to Turlock Municipal Code 2-7-08(b)(6) which requires at least four (4) affirmative votes.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2024, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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



Stiles Truck Body & Equipment, Inc.

P.O. Box 507 Turlock CA 95381-0507
701 S Golden State Blvd. Turlock CA 95380
Phone: 209-667-2639 FAX: 209-667-2746
website: www.stilestruckbody.com

Estimate

Date	Estimate #
11/18/2024	32208

Name / Address
City of Turlock Attn: David D. Barr 701 S. Walnut Rd. Turlock CA 95380

Terms		Rep
Net 30 Days		SRS
Fax Number		Phone Number
		209-585-8203

Description	Quantity	Unit Price	Total
** Estimate valid until 12/31/24 ** ** There is no deposit required ** #6108F40 Knapheide Service Body with built-in flip top opening compartments on both sides. - 9' long x 78" wide x 41.5" high with 14.5" deep compartments and 49" wide cargo area. - NXG rivetless rotary stainless steel slam latches. - Standard interior shelving package. - Knapheide surface mounted LED light kit. - Knapheide body installation kit, 2017+ Ford 60" C.A. - Knapheide 78" straight galva grip rear bumper w/ Knap Liner black spray on coating. - Exterior of body painted WHITE. - Interior of body to be light grey primer finish. - Installation of body onto a 2024 Ford F-350 regular cab w/ 60" cab to axle SRW chassis. ADDITIONAL ITEMS (included): - Ford OEM provided backup camera to be installed at the rear of the truck and wired to the factory harness (only if the truck is factory equipped). - Class 5 trailer tow package installed at rear of truck w/ 2-1/2" receiver tube, 16,000 lbs. gross trailer weight rating & 7-Wire RV trailer light plug. - 20192696 CTECH mechanics tool drawer unit, 28" long x 29.82" high x 12" deep w/ (3) 3" deep drawers, (2) 5" deep drawers & (1) 7" deep drawer, all rated for 225 lbs., telescopic top shelf and powder coated RED. ADDITIONAL EQUIPMENT (not included - additional cost): - #77009660 Knapheide Power Door Lock Kit, installed & wired to the truck's electric locking circuit. - Cargo tie-downs, set of (6) installed in the cargo area. - V400141 VMAC VR-70 under hood rotary screw air compressor system w/ 70 CFM maximum output, 175 PSI maximum pressure, air/oil separator tank, in-cab controller and complete installation onto a 2024 Ford F-350 2X4. Filter/Lube/Reg & 1/2" air hose reel installed into the right side rear vertical compartment with a roller fairlead exiting the body back panel. Supply all plumbing from the air compressor to the rear outlet.	1	16,825.00	16,825.00T
	1	1,964.75	1,964.75T
	1	660.00	660.00T
	1	16,780.00	16,780.00T
Upon acceptance of bid, please sign one copy of this estimate and return to us for our records, along with any required deposits or signed purchase orders. This Contract is void 30 days from date, unless one copy is signed and returned to bidder. Please Note: There are NO Returns on special order, non-stocked part. Special orders require a non-refundable deposit. A 25% restocking charge may apply on all other returns.	Subtotal		
	Sales Tax (8.625%)		
	Total		

Customer Signature _____

Sales Representative Signature _____



Stiles Truck Body & Equipment, Inc.

P.O. Box 507 Turlock CA 95381-0507
701 S Golden State Blvd. Turlock CA 95380
Phone: 209-667-2639 FAX: 209-667-2746
website: www.stilestruckbody.com

Estimate

Date	Estimate #
11/18/2024	32208

Name / Address
City of Turlock Attn: David D. Barr 701 S. Walnut Rd. Turlock CA 95380

Terms		Rep
Net 30 Days		SRS
Fax Number		Phone Number
		209-585-8203

Description	Quantity	Unit Price	Total
NOTE: THE VMAC IS NOT COMPATIBLE WITH DUAL ALTERNATORS. IF THE TRUCK IS EQUIPPED WITH DUAL ALTERNATORS IT REQUIRES CONVERSION TO A SINGLE ALTERNATOR AT THE TRUCK OWNERS EXPENSE. TERMS: NET 30 DAYS - Upon acceptance of bid, please sign one copy of this estimate and return to us for our records, along with a signed copy of your purchase order. - 3.5% Service fee applies to all credit card payments.			
Upon acceptance of bid, please sign one copy of this estimate and return to us for our records, along with any required deposits or signed purchase orders. This Contract is void 30 days from date, unless one copy is signed and returned to bidder. Please Note: There are NO Returns on special order, non-stocked part. Special orders require a non-refundable deposit. A 25% restocking charge may apply on all other returns.	Subtotal		\$36,229.75
	Sales Tax (8.625%)		\$3,124.82
	Total		\$39,354.57

Customer Signature _____

Sales Representative Signature _____

City Council Staff Report

December 10, 2024



From: Christopher Fisher, Municipal Services Director
Prepared by: Tania Hernandez, Staff Services Analyst
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the Development Fee Annual Report for Fiscal Year 2019-2020, Fiscal Year 2020-2021, Fiscal Year 2021-2022, Fiscal Year 2022-2023 and a combined Development Fee Annual and Five-Year Report for Fiscal Year 2023-2024 as required by State of California Government Code Sections 66006(b) and 66001(d)

2. DISCUSSION OF ISSUE:

Development impact fees are one-time charges on new development collected and used by jurisdictions to mitigate the cost of capital facilities and infrastructure required to serve new residential, commercial, and industrial growth. Impact fees are generally collected upon issuance of a building permit, although the City of Turlock allows the payment of certain fees to be deferred to close of escrow, certificate of occupancy, or payment over a set period of time with City Manager approval.

Fees are established under Assembly Bill 1600 legislation as codified by California Government Code § 66000 et. Seq. This code section sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that “a reasonable relationship, or nexus, must exist between a governmental exaction and the purpose of the condition.”

The Mitigation Fee Act (California Government Code § 66000 et seq.) was enacted by the State of California in 1987 to establish requirements for development impact fee (DIF) programs. Section 66006(b) of the Mitigation Fee Act requires local agencies to submit an Annual Report each year detailing the status of their DIF programs.

For each established development impact fee fund, the local agency shall, within 180 days after the end of each fiscal year, report the following information and make it available to the public:

1. A brief description of the type of fee in the fund.
2. The amount of the fee.
3. The beginning and ending balance of the fund.
4. The amount of fees collected and the interest earned.
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
7. A description of each interfund transfer or loan from the fund, including the public

improvement for which the transfer was made, and, in the case of a loan, the date on which the loan will be repaid, and the interest rate which the fund will receive on the loan.

8. The amount of any refunds made or allocated from the fee fund.

Section 66001 (d) of the act requires local agencies to submit reports every five years to detail the status of their various development impact fee programs. The local agency is required to make four findings summarized below:

1. Identify the purpose of the fee.
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
3. Identify all sources and amounts of funding anticipated to complete financing of the remaining improvements.
4. Identify the approximate dates on which the funding referred to above is expected to be deposited into the development impact fee fund.

Staffing shortages and other circumstances limited the City's ability to complete the reports within the required timeframe. In 2023, the City engaged Economic & Planning Systems, Inc. (EPS) to prepare these documents for Fiscal Years 2019-2020, 2020-2021, and 2021-2022 for several active City DIF programs. This year, City staff worked with Harris & Associates to complete the annual report for Fiscal Year 2022-2023 and a combined annual and five-year report for Fiscal Year 2023-2024. The information in these reports is presented to comply with the aforementioned requirements for the following eight City development impact fee programs:

- Westside Industrial Specific Plan (WISP) Fee Program
- Northwest Turlock Specific Plan (NWTSP) Fee Program
- Northeast Turlock Master Plan (NETMP) Fee Program
- East Tuolumne Master Plan (ETMP) Fee Program
- North Turlock Master Plan (NTMP) Fee Program
- Master Storm (Storm) Fee Program
- Sewer Trunk Capacity (Sewer) Fee Program
- Capital Facilities Fee (CFF) Program

These reports were made available to the public no less than 15 days in advance of this meeting as required under Section 66006(b).

3. BASIS OF RECOMMENDATION:

- A. California Government Code Section 66006(b) requires local agencies generate, review and make available to the public an Annual Report detailing the status of their DIF programs. Section 66001(d) of the Government Code requires that a five-year report of development fee activity be reviewed and accepted by the City Council.

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact associated with this action.

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, consisting 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 postpone the motion to accept these reports; this approach is not recommended as State law requires these reports to be completed.

9. ATTACHMENTS:

- 1. Annual Report FY 2019-20
- 2. Annual Report FY 2020-21
- 3. Annual Report FY 2021-22
- 4. Annual Report FY 2022-23
- 5. Combined Annual & Five-Year Report FY 2023-24

Final Report

Turlock Annual Report Fiscal Year 2019–20

The Economics of Land Use



Prepared for:

City of Turlock

Prepared by:

Economic & Planning Systems, Inc. (EPS)

August 2023

EPS #222113

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455 Capitol Mall, Suite 701
Sacramento, CA 95814
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1. Introduction

Overview

The Mitigation Fee Act (California Government Code 66000 et seq.) was enacted by the State of California in 1987 to establish requirements for development impact fee (DIF) programs. Section 66006(b) of the Mitigation Fee Act requires local agencies to submit an Annual Report each year detailing the status of their DIF programs.

For each established development impact fee fund, the local agency shall, within 180 days after the end of each fiscal year, report the following information and make it available to the public:

1. A brief description of the type of fee in the fund.
2. The amount of the fee.
3. The beginning and ending balance of the fund.
4. The amount of fees collected and the interest earned.
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
7. A description of each interfund transfer or loan from the fund, including the public improvement for which the transfer was made, and, in the case of a loan, the date on which the loan will be repaid, and the interest rate which the fund will receive on the loan.
8. The amount of any refunds made or allocated from the fee fund.

The City of Turlock (City) engaged Economic & Planning Systems, Inc. (EPS) to prepare this document, which serves as the Fiscal year 2019–20 Annual Report for several active City fee programs. Specifically, the information in this report is presented to comply with the aforementioned requirements for the following seven City development impact fee programs:

- Westside Industrial Specific Plan (WISP) Fee Program
- Northwest Turlock Specific Plan (NWTSP) Fee Program
- Northeast Turlock Master Plan (NETMP) Fee Program
- North Turlock Master Plan (NTMP) Fee Program
- East Tuolumne Master Plan (ETMP) Fee Program
- Master Storm (Storm) Fee Program
- Sewer Trunk Capacity (Sewer) Fee Program
- Capital Facilities Fee (CFF) Program

The first five fee programs listed above are fee programs for specific plan or master plan areas, and the remaining three programs are citywide fee programs. The information needed for the required reporting for each fee program was obtained from the City. For each fee program, the City provided the reports and data listed below:

- Most recent Development Impact Fee Nexus Study (or Update).
- Fund balances, revenue, and expenses for fiscal year 2019–20.
- Remaining improvements to be constructed and estimated construction costs.
- Current fee schedule.

Organization of the Report

Following this introduction, each chapter of this report focuses on one fee program, providing the Mitigation Fee Act required annual reporting for Fiscal year 2019–20. The report is organized as follows:

- **Chapter 1:** Introduction
- **Chapter 2:** Westside Industrial Specific Pan Fee Program
- **Chapter 3:** Northwest Triangle Specific Plan Fee Program
- **Chapter 4:** Northeast Turlock Master Plan Fee Program
- **Chapter 5:** North Turlock Master Plan Fee Program
- **Chapter 6:** East Tuolumne Master Plan Fee Program
- **Chapter 7:** Master Storm Fee Program
- **Chapter 8:** Sewer Trunk Capacity Development Fee Program
- **Chapter 9:** Capital Facilities Fee Program

2. Westside Industrial Specific Plan

Fee Program Overview

The WISP Area includes land zoned for commercial, office, and industrial uses. The WISP Fee Program was established to charge development impact fees to new development for specific plan infrastructure needed to serve the WISP Area. The WISP fees originally funded transportation, storm drainage, recycled water, sanitary sewer, and potable water improvements needed to serve the WISP Area. In 2013, a WISP Fee Nexus Study Update was prepared in which the transportation and storm drainage improvements were removed from the WISP Fee Program and added to the citywide fee programs for such facilities. The projects and any existing funds for these former WISP Fee Program components were moved to the citywide fee programs. In addition, the WISP Fee Program recycled water component was combined with the water component, and all projects and funding were moved from the recycled water component to the water component.

The components of the updated WISP Fee Program are summarized below:

- **Sanitary Sewer:** Funds sewer system infrastructure, including sewer lines and a pump station.
- **Water:** Funds water system infrastructure, including water lines and a water well.
- **Administration:** Funds administration of the WISP Fee Program.

Current Fee Schedule

Table 1 shows the current fee schedule for the WISP Fee Program. These fees are effective from October 1, 2022, through December 31, 2022.

Fee Fund Activity

Table 2 shows the WISP Fee Program Fund activity for Fiscal Year 2019–20. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the three components. During the fiscal year, revenue was derived from interest income and WISP Area development impact fees, and the following expenses were incurred:

- City Engineering Services.
- Administrative Reporting.

Table 1
Turlock Annual Report
WISP Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)			
	Sanitary Sewer	Water	Admin.	Total
	<i>per acre</i>			
Business Park	\$ 2,858.52	\$ 1,141.09	\$ 120.49	\$ 4,120.10
Community Commercial	\$ 2,858.52	\$ 1,141.09	\$ 120.49	\$ 4,120.10
Highway Commercial	\$ 2,858.52	\$ 1,141.09	\$ 120.49	\$ 4,120.10
Industrial	\$ 8,057.29	\$ 5,018.75	\$ 391.97	\$ 13,468.01
Office	\$ 2,858.52	\$ 1,141.09	\$ 120.49	\$ 4,120.10

Source: City of Turlock

Table 2
Turlock Annual Report
WISP Fee Program Fund Summary (FY 2019-2020)

Item	Sanitary Sewer	Water	Administration [1]	Total
Beginning Balance	\$ 322,306	\$ 336,584	(\$ 235,115)	\$ 423,775
Revenue				
Interest Income	\$ 2,722	\$ 2,843	\$ 0	\$ 5,565
Development Fees	\$ 12,290	\$ 21,744	\$ 1,021	\$ 35,055
Total Revenue	\$ 15,012	\$ 24,587	\$ 1,021	\$ 40,620
Expenses				
City Engineering Services	\$ 0	\$ 0	(\$ 1,075)	(\$ 1,075)
Reporting	\$ 0	\$ 0	(\$ 1,240)	(\$ 1,240)
Total	\$ 0	\$ 0	(\$ 2,315)	(\$ 2,315)
Ending Balance	\$ 337,318	\$ 361,171	(\$ 236,409)	\$ 462,080

Source: City of Turlock

[1] The original fee program nexus study had more improvements than what the most recent update included. Staff projected to receive higher administration revenue because budget estimates were based on a percentage of the original projects listed.

Remaining Improvements

Table 3 details the remaining WISP Fee Program improvement and fee administration costs. All improvement costs will be funded by the WISP Fee Program fees. The costs are based on the remaining costs detailed in the 2013 WISP Fee Nexus Study Update. Portions of both a sewer main and a water main have been completed since 2013, and the associated estimated costs have been deducted from the original improvement costs. These improvements were constructed by developers who received WISP fee credits to reimburse them for the construction. In addition, the 2013 remaining costs have been updated to 2020 dollars using the change in the Engineering News-Record Construction Cost Index (CCI) for San Francisco from September 2013 through March 2020. In total, approximately \$9.0 million in improvements remain to be constructed.

Table 4 summarizes the remaining net costs by fee component after accounting for the existing fund balance. At this time, sufficient funds have not been collected to fund all remaining improvements. For each fee component, additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$9.0 million in additional funding is needed to fully finance the remaining fee program costs, as summarized by component below:

Estimated Net Remaining Costs

Sanitary Sewer	\$ 3,393,000
Water	\$ 5,071,000
Administration	\$ 523,000
Total	\$ 8,987,000

Amount and Timing of Remaining Funding

WISP Fee Program revenue will provide the financing needed to fully fund the remaining improvements and fee administration costs summarized above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of building permits for development in the WISP. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 3
Turlock Annual Report
WISP Fee Program Remaining Costs

Project	Costs (2020 \$) [1]	Less Completed Remaining Costs	
WISP-Funded Percentage of Costs		100%	
Sanitary Sewer			
5 15' Gravity in Clinton from W. Main 2100' to north	\$ 412,692	\$ 0	\$ 412,692
13 10" Gravity in Washington from W. Main 1400' to south	\$ 211,637	\$ 0	\$ 211,637
19 12" Gravity in Washington from Linwood 2800' to north	\$ 465,601	\$ 0	\$ 465,601
20 12" Force Main in Washington from Linwood to W. Main	\$ 816,313	\$ 0	\$ 816,313
21 12' Gravity in future road from Linwood 2800' to north	\$ 465,601	\$ 0	\$ 465,601
22 10" Gravity in Tegner from Linwood 732' to north	\$ 151,169	\$ 0	\$ 151,169
23 10" Gravity in Kilroy from Linwood 1700' to north [2]	\$ 256,987	\$ 0	\$ 256,987
24 15' Gravity in Linwood from Washington 2600' East	\$ 510,951	\$ 0	\$ 510,951
P5 Proposed Pump Station at Washington and Linwood	\$ 439,574	\$ 0	\$ 439,574
Subtotal	\$ 3,730,525	\$ 0	\$ 3,730,525
Water			
8 12" Water Line in Canal from Washington 2600 east [3]	\$ 393,040	\$ 393,040	\$ 0
9 12" Water Line in Canal from Fransil to Diane	\$ 393,040	\$ 0	\$ 393,040
10 12" Water Line in Canal from Diane to Walnut	\$ 196,520	\$ 0	\$ 196,520
15 12" Water Line in Washington from W. Main to Ruble	\$ 408,157	\$ 0	\$ 408,157
17 12" Water in Ruble from Washington to Tegner [4]	\$ 343,280	\$ 0	\$ 343,280
19 12" Water Line in Washington from Ruble to Linwood	\$ 408,157	\$ 0	\$ 408,157
21 12" Water in Tegner from Linwood 1300 feet north	\$ 408,157	\$ 0	\$ 408,157
22 12" Water in Kilroy from Linwood 1732' to North [5]	\$ 261,825	\$ 0	\$ 261,825
23 12" Water in Linwood from Washington to Tegner	\$ 816,313	\$ 0	\$ 816,313
25 12" Water in Linwood from Tegner to Kilroy	\$ 408,157	\$ 0	\$ 408,157
26 12" Water in Linwood from Kilroy to Walnut	\$ 408,157	\$ 0	\$ 408,157
W5 New Potable Well Near Linwood and Washington	\$ 1,380,373	\$ 0	\$ 1,380,373
Subtotal	\$ 5,825,176	\$ 393,040	\$ 5,432,136
Subtotal Improvement Cost	\$ 9,555,701	\$ 393,040	\$ 9,162,661
Administration - 3% of Costs [6]			\$ 286,671
Total WISP Fee Program Remaining Costs			\$ 9,449,332

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2018-19 prepared for the City of Turlock by EPS, July 2020.

[2] Updated the LF to 1700' (&remaining costs) per partial project completion as reported in the FY18/19 Annual Report.

[3] Project complete. Hilmar Cheese installed 2652' in 2015-2016. COT & developer entered into reimbursement agreement.

[4] Updated remaining costs as TID completed 2600' in 2004 from Tegner west to Washington. Remaining LF is 2800.

[5] Updated the LF to 1732' (&remaining costs) per partial project completion as reported in the FY18/19 Annual Report.

[6] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 4
Turlock Annual Report
WISP Fee Program Net Remaining Costs (2020 \$)

Item	Source	Cost (2020 \$)			Total
		Sanitary Sewer	Water	Admin.	
Remaining Costs	Table 3	\$ 3,730,525	\$ 5,432,136	\$ 286,671	\$ 9,449,332
Less Fund Balance	Table 2	(\$ 337,318)	(\$ 361,171)	\$ 236,409	(\$ 462,080)
Net Remaining Costs		\$ 3,393,207	\$ 5,070,965	\$ 523,080	\$ 8,987,252
Sufficient Funds Available to Complete Improvements		No	No	No	No
Percent of Total Improvements Funded by Fee Program		100%	100%	100%	100%

3. Northwest Triangle Specific Plan

Fee Program Overview

The NWTSP Area includes land zoned for residential and commercial uses. The NWTSP Fee Program was established to charge development impact fees to new development for specific plan infrastructure needed to serve the NWTSP Area. The NWTSP fees originally funded transportation, storm drainage, and sanitary sewer improvements needed to serve the NWTSP Area. In 2013, a NWTSP Fee Nexus Study Update was prepared in which the transportation and storm drainage were removed from the NWTSP Fee Program and added to the citywide fee programs for such facilities. The projects and any existing funds for these former NWTSP Fee Program components were moved to the citywide fee programs. In addition, water improvements specific to the NWTSP were added to the NWTSP Fee Program.

The components of the updated NWTSP Fee Program are summarized below:

- **Sanitary Sewer:** Funds sewer system lines.
- **Water:** Funds water system lines.
- **Administration:** Funds administration of the NWTSP Fee Program.

Current Fee Schedule

Table 5 shows the current fee schedule for the NWTSP Fee Program. These fees are effective from October 1, 2022, through December 31, 2022.

Fee Fund Activity

Table 6 shows the NWTSP Fee Program Fund activity for Fiscal Year 2019–20. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the three components.

During the fiscal year, revenue was derived from interest income and NWTSP Area development impact fees, and the following expenses were incurred:

- Bank charges.
- Administrative Reporting.

There were no loans and no refunds made or allocated from the NWTSP Fee Program.

Table 5
Turlock Annual Report
NWTSP Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)			
	Sanitary Sewer	Water	Admin.	Total
Residential		<i>per dwelling unit</i>		
Low Density	\$ 33.39	\$ 1,483.70	\$ 45.01	\$ 1,562.10
Low-Medium Density	\$ 27.58	\$ 927.68	\$ 29.04	\$ 984.30
Medium Density	\$ 23.23	\$ 673.62	\$ 20.32	\$ 717.17
High Density	\$ 23.23	\$ 974.13	\$ 30.49	\$ 1,027.85
Nonresidential		<i>per developable acre</i>		
Community Commercial	\$ 107.43	\$ 3,546.66	\$ 110.33	\$ 3,764.42
Highway Commercial	\$ 107.43	\$ 3,546.66	\$ 110.33	\$ 3,764.42
Heavy Commercial	\$ 107.43	\$ 3,546.66	\$ 110.33	\$ 3,764.42

Source: City of Turlock

Table 6
Turlock Annual Report
NWTSP Fee Program Fund Summary (FY 2019-20)

Item	Sanitary Sewer	Water	Administration	Total
Beginning Balance	\$ 215,610	\$ 175,247	\$ 3,829	\$ 394,686
Revenue				
Interest Income	\$ 2,602	\$ 2,235	\$ 0	\$ 4,837
Development Fees	\$ 1,864	\$ 80,239	\$ 2,463	\$ 84,566
Total	\$ 4,466	\$ 82,474	\$ 2,463	\$ 89,403
Expenses				
Bank Charges	(\$ 75)	\$ 0	\$ 0	(\$ 75)
Construction Project	\$ 0	\$ 0	\$ 0	\$ 0
City Engineering Services	\$ 0	\$ 0	\$ 0	\$ 0
Reporting	\$ 0	\$ 0	(\$ 1,240)	(\$ 1,240)
Total	(\$ 75)	\$ 0	(\$ 1,240)	(\$ 1,315)
Ending Balance	\$ 220,001	\$ 257,721	\$ 5,052	\$ 482,774

Source: City of Turlock

Remaining Improvements

Table 7 details the remaining NWTSP Fee Program improvement and fee administration costs. All improvement costs will be funded by the NWTSP Fee Program fees. The costs are based on the remaining costs detailed in the 2013 NWTSP Fee Nexus Study Update. A 12-inch water line was completed since 2013, as shown in the table. Another 12-inch water line and bore casing have been combined into one improvement, and a new cost estimate was provided for this item. In addition, the 2013 remaining costs have been updated to 2020 dollars using the change in the Engineering News-Record CCI for San Francisco from September 2013 through March 2020.

Table 8 summarizes the remaining net costs by fee component after accounting for the existing fund balance. At this time, sufficient funds have not been collected to fund all remaining improvements. For each fee component, additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$752,000 in additional funding is needed to fully finance the remaining fee program costs, as summarized by component below:

Estimated Net Remaining Costs

Sanitary Sewer	\$ 302,000
Water	\$ 419,000
Administration	\$ 31,000
Total	\$ 752,000

Amount and Timing of Remaining Funding

Future NWTSP Fee Program revenue will provide the financing needed to fully fund the remaining improvements and fee administration costs summarized above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of building permits for development in the NWTSP. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 7
Turlock Annual Report
NWTSP Fee Program Remaining Costs

Project	Costs (2020 \$) [1]	Less Completed	Remaining Cost
NWTSP-Funded Percentage of Costs			100%
Sanitary Sewer			
1 10" Sewer Line in Golden State Blvd from Tuolumne 1800 feet North	\$ 272,104	\$ 0	\$ 272,104
2 12" Sewer Line in Golden State Blvd from Tuolumne 1800 feet South	\$ 249,429	\$ 0	\$ 249,429
Subtotal	\$ 521,533	\$ 0	\$ 521,533
Water			
1 12" Water line in Golden State from Taylor 400' South	\$ 60,468	\$ 0	\$ 60,468
2 12" Water Line in Taylor Rd from Golden State to Tegner	\$ 211,637	\$ 0	\$ 211,637
3 Bore 24" Casing under TID at Tegner	\$ 45,351	\$ 0	\$ 45,351
4 12" Water Line in Tuolumne from Tegner to Countryside	\$ 0	\$ 0	\$ 0
5 Bore 24" Casing / Install 12" Line Under SR99 at Tuolumne	\$ 359,483	\$ 0	\$ 359,483
Subtotal	\$ 676,938	\$ 0	\$ 676,938
Subtotal Improvement Cost	\$ 1,198,471	\$ 0	\$ 1,198,471
Administration - 3% of Costs [2]			\$ 35,954
Total NWTSP Area Fee Program Remaining Costs			\$ 1,234,425

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2018-19 prepared for the City of Turlock by EPS, July 2020.

[2] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 8
Turlock Annual Report
NWTSP Fee Program Net Remaining Costs (2020 \$)

Item	Source	Cost (2020 \$)			Total
		Sanitary Sewer	Water	Admin.	
Remaining Costs	Table 7	\$ 521,533	\$ 676,938	\$ 35,954	\$ 1,234,425
Less Fund Balance	Table 6	(\$ 220,001)	(\$ 257,721)	(\$ 5,052)	(\$ 482,774)
Net Remaining Costs		\$ 301,532	\$ 419,217	\$ 30,902	\$ 751,651
Sufficient Funds Available to Complete Improvements		No	No	No	No
Percentage of Total Improvements Funded by Fee Program		100%	100%	100%	100%

4. Northeast Turlock Master Plan

Fee Program Overview

The developable land in the NETMP Area consists of residential uses only. The NETMP Fee Program was established to charge development impact fees to new development for specific plan infrastructure needed to serve the NETMP Area. The components of the NETMP Fee Program are summarized below:

- **Sanitary Sewer:** Funds sewer system infrastructure, including sewer line and lift station improvements. All sewer system infrastructure has been completed and funded.
- **Storm Drainage:** Funds storm drainage lines.
- **Transportation:** Funds street, traffic signal, and bike and pedestrian paths improvements.
- **Water:** Funds water infrastructure, including water lines and 50 percent of a non-potable purple water pipe. The remaining 50 percent is funded by a City contribution.
- **Administration:** Funds administration of the NETMP Fee Program.

Current Fee Schedule

Table 9 shows the current fee schedule for the NETMP Fee Program. These fees are effective from October 1, 2022, through December 31, 2022. It also shows the Adjusted NETMP fees of \$3,000 per dwelling unit that were approved by the Turlock City Council in April of 2020.

Fee Fund Activity

Table 10 shows the NETMP Fee Program Fund activity for Fiscal Year 2019–20. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the five components.

Table 9
Turlock Annual Report
NETMP Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)					Total
	Sanitary Sewer	Storm Drainage	Transportation	Water	Admin.	
	Fee per Dwelling Unit (effective April 1, 2020)					
Residential						
Very Low Density			\$ 3,000.00			\$ 3,000.00
Low Density			\$ 3,000.00			\$ 3,000.00
Medium Density			\$ 3,000.00			\$ 3,000.00
	Adjusted Fee per Dwelling Unit to Be Implemented by Individual Developer Agreements (Approved by Turlock City Council - April 2020)					
Residential						
Very Low Density			\$ 3,000.00			\$ 3,000.00
Low Density			\$ 3,000.00			\$ 3,000.00
Medium Density			\$ 3,000.00			\$ 3,000.00

Source: City of Turlock

Table 10
Turlock Annual Report
NETMP Fee Program Summary (FY 2019-20)

Item	Sanitary Sewer	Storm Drainage	Transportation	Water	Administration	Total
Beginning Balance	\$ 189,257	\$ 1,275,350	\$ 1,416,425	\$ 539,241	\$ 80,928	\$ 3,501,202
Revenue						
Market Valuation	\$ 1,772	\$ 11,934	\$ 13,250	\$ 5,045	\$ 757	\$ 32,758
Interest Income	\$ 2,119	\$ 14,283	\$ 14,802	\$ 6,037	\$ 0	\$ 37,241
Development Fees	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$ 3,891	\$ 26,217	\$ 28,052	\$ 11,082	\$ 757	\$ 69,999
Less Expenses						
Bank Charges	\$ 0	\$ 0	(\$ 594)	\$ 0	\$ 0	(\$ 594)
Contractual Services						
City Engineering Services	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 7,062)	(\$ 7,062)
Reporting	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 1,240)	(\$ 1,240)
Special Legal Counsel	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 8,489)	(\$ 8,489)
Fee Nexus Study	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 16,791)	(\$ 16,791)
Capital Outlay						
Monte Vista Avenue - North Olive Avenue to Berkeley Avenue	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out						
Transfers Out To Fd 215 MV & Colorado P0763	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out To Fd 502 Engineering Admin	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Expenses	\$ 0	\$ 0	(\$ 594)	\$ 0	(\$ 16,791)	(\$ 17,385)
Ending Balance	\$ 193,148	\$ 1,301,567	\$ 1,443,883	\$ 550,323	\$ 64,894	\$ 3,553,816

Source: City of Turlock

During the fiscal year, revenue was derived from interest income and NETMP Area development impact fees, and the following expenses were incurred:

- Bank charges.
- City Engineering Services.
- Administrative Reporting.
- Special Legal Counsel.

There were no loans and no refunds made or allocated from the NETMP Fee Program.

Remaining Improvements

Table 11 details the remaining improvement and fee administration costs. All improvement costs will be funded by the NETMP Fee Program revenues. The costs are based on the remaining improvement costs detailed in the 2004 NETMP Fee Nexus Study. Because the majority of the improvements have now been completed (including all of the sewer improvements), in 2018, the City prepared an updated list of remaining improvements and also updated the remaining costs to reflect then current dollars. The 2018 remaining costs have been updated to 2020 dollars using the change in the Engineering News-Record CCI for San Francisco from December 2018 through March 2020.

In addition to improvement costs, the costs in **Table 11** include amounts owed from the Transportation fund component to the other fund components because of interfund transfers that were made. The interfund transfers owed were not updated to 2020 dollars, as the amounts will remain constant until paid back. After accounting for the amounts owed to various fund components, two of the components (Water and Administration) have remaining costs that are less than zero.

Table 11
Turlock Annual Report
NETMP Fee Program Remaining Costs

Project	Costs (2020 \$) [1]	Less Completed	Remaining Cost
NETMP-Funded Percentage of Costs			100%
Sanitary Sewer			
Interfund Transfer (Owed from Transportation)	(\$57,138)	\$0	(\$ 57,138)
Storm Drainage			
Line in 1st Road south of Christoffersen off Berkeley Road	\$ 130,863	\$ 0	\$ 130,863
Interfund Transfer (Owed from Transportation)	(\$ 109,537)	\$ 0	(\$ 109,537)
Subtotal	\$ 21,326	\$ 0	\$ 21,326
Transportation			
Signal at Taylor Road/Berkeley Avenue	\$ 713,743	\$ 0	\$ 713,743
Christoffersen Parkway - North Olive Avenue to Berkeley Avenue	\$ 48,775	\$ 0	\$ 48,775
Christoffersen Parkway - North Olive Avenue to Berkeley Avenue (Sound Wall)	\$ 126,491	\$ 0	\$ 126,491
Monte Vista Avenue - North Olive Avenue to Berkeley Avenue	\$ 0	\$ 0	\$ 0
Colorado Avenue - North of Monte Vista Avenue to Project Line	\$ 76,224	\$ 0	\$ 76,224
Berkeley Avenue Landscape Setback Area Value	\$ 24,760	\$ 0	\$ 24,760
Interior Pedestrian Connection Paths	\$ 18,450	\$ 0	\$ 18,450
Interfund Transfer (Owed to other fee components)	\$ 715,225	\$ 0	\$ 715,225
Subtotal	\$ 1,723,668	\$ 0	\$ 1,723,668
Water			
East/West Line in 2nd Rd South of Christoffersen Pkwy, Colorado to Greenbelt	\$ 183,353	\$ 0	\$ 183,353
Purple Pipe	\$ 191,262	\$ 0	\$ 191,262
City Contribution to Purple Pipe	(\$ 95,631)	\$ 0	(\$ 95,631)
Interfund Transfer (Owed from Transportation)	(\$ 500,234)	\$ 0	(\$ 500,234)
Subtotal	(\$ 221,251)	\$ 0	(\$ 221,251)
Administration			
Interfund Transfer (Owed from Transportation)	(\$ 48,315)	\$ 0	(\$ 48,315)
Subtotal Improvement Cost	\$ 1,418,290	\$ 0	\$ 1,418,290
Administration - 3% of Costs [2]			\$ 42,549
Total NETMP Fee Program Remaining Costs			\$ 1,460,839

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2018-19 prepared for the City of Turlock by EPS, July 2020.

[6] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 12 summarizes the remaining net costs by fee component after accounting for the fee fund balances. All NETMP fee fund components except for the Transportation component have net remaining costs that are less than zero, indicating that, at this time, sufficient funds have been collected to fund remaining all improvements. In total, the NETMP fee fund currently has an estimated \$2.1 million of surplus funds, as summarized by component below:

Estimated Net Remaining Costs	
Sanitary Sewer	(\$ 250,000)
Storm Drainage	(\$ 1,280,000)
Transportation	\$ 280,000
Water	(\$ 772,000)
Administration	(\$ 71,000)
Total	(\$ 2,093,000)

Amount and Timing of Remaining Funding

No remaining funding is necessary, as the City has collected enough NETMP fee revenue to fund the remaining infrastructure costs. In addition to the estimated \$2.1 million in current surplus NETMP funds summarized above, future NETMP fees, if collected, would result in a greater surplus. As discussed previously, future NETMP fees have been reduced from approximately \$37,000 to \$52,000 per dwelling unit (depending on the unit type) to \$3,000 per dwelling unit for all dwelling units, and therefore, the amount of potential additional surplus funds would be minimal. NETMP fees are collected at the issuance of building permits for development in the NETMP.

The remaining improvements are to be located on undeveloped land that is privately owned by individual developers. The developers will construct the improvements and be reimbursed through the NETMP Fee Program. The timing of construction will depend on the rate of the remaining future residential development and will be determined by the developers who will construct the improvements.

Table 12
Turlock Annual Report
NETMP Fee Program Net Remaining Costs (2020 \$)

Item	Source	Cost (2020 \$)					Total
		Sanitary Sewer	Storm Drainage	Transportation	Water	Admin.	
Remaining Costs	Table 11	(\$ 57,138)	\$ 21,326	\$ 1,723,668	(\$ 221,251)	(\$ 5,766)	\$ 1,460,839
Less Fund Balance	Table 10	(\$ 193,148)	(\$ 1,301,567)	(\$ 1,443,883)	(\$ 550,323)	(\$ 64,894)	(\$ 3,553,816)
Net Remaining Costs		(\$ 250,287)	(\$ 1,280,241)	\$ 279,785	(\$ 771,574)	(\$ 70,660)	(\$ 2,092,977)
Sufficient Funds Available to Complete Improvements		Yes	Yes	No	Yes	Yes	Yes
Percentage of Total Improvements Funded by Fee Program		100%	100%	100%	100%	100%	100%

5. North Turlock Master Plan

Fee Program Overview

The developable land in the NTMP Area consists of residential, office, and public school uses. The NTMP Fee Program was established to charge development impact fees to new development for specific plan infrastructure needed to serve the NTMP Area. Most of the improvements have already been completed. The components of the NTMP Fee Program are summarized below:

- **Sanitary Sewer:** Funds sewer system infrastructure, including sewer line and lift station improvements.
- **Storm Drainage:** Funds storm drainage improvements, including storm line, lift station, and storm water storage improvements.
- **Transportation:** Funds street, traffic signal, and bike and pedestrian paths improvements.
- **Administration:** Funds administration of the NTMP Fee Program.

Current Fee Schedule

Table 13 shows the current fee schedule for the NTMP Fee Program. These fees are effective from October 1, 2022, through December 31, 2022.

Fee Fund Activity

Table 14 shows the NTMP Fee Program Fund activity for Fiscal Year 2019–20. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the four components.

During the fiscal year, revenue was derived from interest income only. There is no remaining development in the NTMP, so there was no fee revenue. The following expenses were incurred:

- Bank charges.

There were no loans and no refunds made or allocated from the NTMP Fee Program.

Table 13
Turlock Annual Report
NTMP Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)				Total
	Sanitary Sewer	Storm Drainage	Transportation	Admin.	
Residential			<i>per dwelling unit</i>		
Low Density	\$ 2,907.79	\$ 3,751.42	\$ 9,306.24	\$ 478.96	\$ 16,444.41
Medium Density	\$ 2,907.79	\$ 2,362.61	\$ 9,306.24	\$ 437.29	\$ 15,013.93
High Density	\$ 2,907.79	\$ 1,763.15	\$ 9,306.24	\$ 419.32	\$ 14,396.50
Nonresidential			<i>per acre</i>		
Elementary School	\$ 8,315.64	\$ 2,722.07	\$ 52,297.82	\$ 1,900.09	\$ 65,235.62
Office	\$ 16,575.12	\$ 38,704.79	\$ 196,349.04	\$ 7,548.87	\$ 259,177.82

Source: City of Turlock

Table 14
Turlock Annual Report
NTMP Fee Summary (FY 2019-20)

Item	Sanitary Sewer	Storm Drainage	Transportation	Administration [1]	Total
Beginning Balance	\$ 842,674	\$ 454,063	\$ 891,966	(\$ 5,047)	\$ 2,183,656
Revenue					
Interest Income	\$ 8,952	\$ 4,863	\$ 9,390	\$ 0	\$ 23,206
Market Valuation	\$ 0	\$ 20,457	\$ 0	\$ 0	\$ 20,457
Total	\$ 8,952	\$ 25,320	\$ 9,390	\$ 0	\$ 43,663
Expenses					
Bank Charges	\$ 0	\$ 0	(\$ 370)	\$ 0	(\$ 370)
Total	\$ 0	\$ 0	(\$ 370)	\$ 0	(\$ 370)
Ending Balance	\$ 851,626	\$ 479,383	\$ 900,985	(\$ 5,047)	\$ 2,226,948

Source: City of Turlock

[1] Fund balance is negative due to staff charging their time to the fee program after the development had been built out.

Remaining Improvements

Table 15 details the remaining improvement and fee administration costs. All improvement costs will be funded by the NTMP Fee Program revenues. The costs are based on the remaining improvement costs detailed in the 2001 NTMP Fee Nexus Study. Because the majority of the improvements have now been completed, the City recently prepared an updated list of remaining improvements. The 2001 remaining costs have been updated to 2020 dollars using the change in the Engineering News-Record CCI for San Francisco from September 2001 through March 2020.

Table 16 summarizes the remaining net costs by fee component after accounting for the fee fund balances. All NTMP fee fund components except for the Administration component have net remaining costs that are less than zero, indicating that, at this time, sufficient funds have been collected to fund remaining all improvements. In total, the NTMP fee fund currently has an estimated \$1.8 million of surplus funds, as summarized by component below:

Estimated Net Remaining Costs	
Sewer	(\$ 642,000)
Storm Drainage	(\$ 285,000)
Transportation	(\$ 901,000)
Administration	\$ 17,000
Total	(\$ 1,811,000)

Amount and Timing of Remaining Funding

There is no projected remaining development in the NTMP Area, so there is no future fee revenue to be collected. There is more than sufficient NTMP program revenue available to construct all remaining improvements, so the improvements should be constructed as soon as it is feasible.

Table 15
Turlock Annual Report
NTMP Fee Program Remaining Costs

Project	Costs (2020 \$) [1]	Less Completed	Remaining Cost
<i>NTMP-Funded Percentage of Total</i>			<i>100%</i>
Sanitary Sewer			
Mt View Systems - Payback for Pitman HS Pump Station	\$ 101,246	\$ 0	\$ 101,246
Kilroy/Walnut Systems - Payback for Pitman HS Pump Station	\$ 107,996	\$ 0	\$ 107,996
Subtotal	\$ 209,241	\$ 0	\$ 209,241
Storm Drainage			
1st St. N/O Christoffersen Off Mid Storm Line	\$ 116,822	\$ 0	\$ 116,822
2nd St. N/O Christoffersen Off Mid Storm Line	\$ 77,881	\$ 0	\$ 77,881
Subtotal	\$ 194,704	\$ 0	\$ 194,704
Subtotal Improvement Cost	\$ 403,945	\$ 0	\$ 403,945
Administration - 3% of Costs [2]			\$ 12,118
Total NTMP Area Fee Program Remaining Costs			\$ 416,063

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2018-19 prepared for the City of Turlock by EPS, July 2020.

[2] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 16
Turlock Annual Report
NTMP Fee Program Net Remaining Costs (2020 \$)

Item	Source	Cost (2020 \$)				Total
		Sanitary Sewer	Storm Drainage	Transportation	Administration	
Remaining Costs	Table 15	\$ 209,241	\$ 194,704	\$ 0	\$ 12,118	\$ 416,063
Less Fund Balance	Table 14	(\$ 851,626)	(\$ 479,383)	(\$ 900,985)	\$ 5,047	(\$ 2,226,948)
Net Remaining Costs		(\$ 642,385)	(\$ 284,680)	(\$ 900,985)	\$ 17,165	(\$ 1,810,885)
Sufficient Funds Available to Complete Improvements		Yes	Yes	Yes	No	Yes
Percentage of Total Improvements Funded by Fee Program		100%	100%	100%	100%	100%

6. East Tuolumne Master Plan

Fee Program Overview

The developable land in the ETMP Area consists of residential uses only. The ETMP Fee Program was established to charge development impact fees to new development for specific plan infrastructure needed to serve the ETMP Area. The components of the ETMP Fee Program are summarized below:

- **Transportation:** These improvements include road improvements, irrigation improvements, and underground electrical improvements to roads that border the ETMP area.
- **Sanitary Sewer:** Funds sewer system infrastructure, including a pump station and series of new sewer mains.
- **Water:** Funds water infrastructure, including a series of water lines.
- **Administration:** Funds administration of the ETMP Fee Program.

Current Fee Schedule

Table 17 shows the current fee schedule for the ETMP Fee Program. These fees are effective from October 1, 2022, through December 31, 2022.

Fee Fund Activity

Table 18 shows the ETMP Fee Program Fund activity for Fiscal year 2019–20. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the three components. During the fiscal year, revenue was derived from ETMP Area development impact fees. No expenses were incurred.

ETMP Fee Credits

In December 2019 and February 2021, the City entered into Subdivision Improvement Agreements (SIA) between Fairbanks Ranch 1, LLC., and KB Home North Bay, LLC., respectively. Fairbanks Ranch 1, LLC., agreed to build capital improvements for the Fairbanks Ranch Subdivision located in the ETMP Area. KB Home North Bay, LLC., agreed to build capital improvements for the Les Chateaux Subdivision located in the ETMP Area.

Table 19 shows the ETMP Fee Program credit activity Fiscal Year 2019–20. It summarizes the beginning balance of credits, net any credits used in previous fiscal years, the credits received in Fiscal Year 2019–20, and the remaining balance.

Table 17
Turlock Annual Report
ETMP Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)				Total
	Transportation	Sanitary Sewer	Portable Water	Admin.	
Residential			<i>per dwelling unit</i>		
Very Low Density	\$ 13,541.90	\$ 4,143.56	\$ 3,755.68	\$ 1,072.06	\$ 22,513.20
Low Density	\$ 13,541.90	\$ 4,143.56	\$ 2,933.55	\$ 1,030.95	\$ 21,649.96
Medium/Low Density	\$ 13,541.90	\$ 3,397.00	\$ 1,251.49	\$ 909.52	\$ 19,099.91
Medium Density	\$ 13,541.90	\$ 3,297.04	\$ 853.84	\$ 884.64	\$ 18,577.42
High Density	\$ 9,459.33	\$ 2,749.36	\$ 1,028.27	\$ 661.85	\$ 13,898.81
Cost Recovery Fee			<i>per acre</i>		
073-013-003					\$ 64,986.00
073-013-004					\$ 31,532.00
073-016-006					\$ 31,532.00
073-016-007					\$ 18,279.00

Source: City of Turlock

Table 18
Turlock Annual Report
ETMP Fund Summary (FY 2019-20)

Item	Transportation	Sanitary Sewer	Storm Drainage	Water	Administration [1]	Total
Beginning Balance	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 163,000)	(\$ 163,000)
Revenue						
Interest Income	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Development Fees	\$ 0	\$ 0	\$ 0	\$ 0	\$ 845	\$ 845
Total	\$ 0	\$ 0	\$ 0	\$ 0	\$ 845	\$ 845
Expenses						
Bank Charges	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Ending Balance	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 162,155)	(\$ 162,155)

Source: City of Turlock

[1] Staff time was charged for administering the fee program before any fees had been collected.

Table 19
Turlock Annual Report
ETMP Fee Program Remaining Credits

Fund Component	EMTP Credits					
	Fairbanks Ranch			Les Chateaux		
	Capital Improvements (Credits Owed)	Credits Received	Balance	Capital Improvements (Credits Owed)	Credits Received	Balance
Transportation	\$ 1,200,531			\$ 985,386		
FY 19/20		\$ 11,102	\$ 1,189,429		\$ 0	
Subtotal Transportation	\$ 1,200,531	\$ 11,102	\$ 1,189,429	\$ 985,386	\$ 0	\$ 985,386
Sanitary Sewer	\$ 936,382			\$ 0		
FY 19/20		\$ 3,397	\$ 932,985		\$ 0	
Subtotal Sewer	\$ 936,382	\$ 3,397	\$ 932,985	\$ 0	\$ 0	\$ 0
Water	\$ 76,676			\$ 366,874		
FY 19/20		\$ 2,405	\$ 74,271		\$ 0	
Subtotal Water	\$ 76,676	\$ 2,405	\$ 74,271	\$ 366,874	\$ 0	\$ 366,874
Total	\$ 2,213,589	\$ 16,904	\$ 2,196,685	\$ 1,352,260	\$ 0	\$ 1,352,260

Source: City of Turlock

Remaining Improvements

Table 20 details the remaining ETMP Fee Program improvement and fee administration costs. All improvement costs will be funded by the ETMP Fee Program fees. The costs are based on the remaining costs detailed in the 2019 ETMP Fee Nexus Study Update. In addition, the 2019 remaining costs have been updated to 2020 dollars using the change in the Engineering News-Record Construction Cost Index (CCI) for San Francisco from September 2019 through March 2020. In total, approximately \$1.3 million in improvements remain to be constructed.

Table 21 summarizes the remaining net costs by fee component after accounting for the existing fund balance. At this time, sufficient funds have not been collected to fund all the remaining improvements. For each fee component, additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$1.3 million in additional funding is needed to fully finance the remaining fee program costs, as summarized by component below:

Estimated Net Remaining Costs	Credits Owed		Credits Used		Credits Remaining	
	Fairbanks	Les Chateaux	Fairbanks	Les Chateaux	Fairbanks	Les Chateaux
Transportation	\$ 721,000	\$ 1,200,531	\$ 985,386	(\$ 11,102)	\$ 0	\$ 1,189,429
Sewer	\$ 0	\$ 936,382	\$ 0	(\$ 3,397)	\$ 0	\$ 932,985
Water	\$ 322,000	\$ 76,676	\$ 366,874	(\$ 76,676)	\$ 0	\$ 0
Administration	\$ 214,000					\$ 366,874
Total	\$ 1,257,000	\$ 2,213,589	\$ 1,352,260	(\$ 91,175)	\$ 0	\$ 2,122,414

Amount and Timing of Remaining Funding

ETMP Fee Program revenue will provide the financing needed to fully fund the remaining improvements and fee administration costs summarized above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of building permits for development in the ETMP area. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 20
Turlock Annual Report
ETMP Fee Program Remaining Costs

Project	Remaining Costs (2019 \$)			Cost (2020 \$)
	Total Cost	Less Completed	Remaining Cost	
ETMP-Funded Percentage of Total				100%
Transportation				
Tuolumne Rd Improvements from West Master Plan line to Waring	[1]	\$ 678,072	(\$ 678,072)	\$ 0
Waring Rd Improvements from Tuolumne Rd to Monte Vista	[2]	\$ 686,867	(\$ 686,867)	\$ 0
TID Irrigation Improvements on Tuolumne Rd from West Master Plan line to Waring	[3]	\$ 443,040	(\$ 443,040)	\$ 0
TID Irrigation Improvements on Waring North of Tuolumne	[3]	\$ 317,844	(\$ 317,844)	\$ 0
Quincy Rd Improvements from Tuolumne to Monte Vista		\$ 243,110	\$ 0	\$ 243,110
Waring Rd Improvements from Tuolumne Rd to Wyndfair #3	[1]	\$ 264,789	(\$ 264,789)	\$ 0
TID Electrical Undergrounding on Tuolumne Rd from West Master Plan line to Waring		\$ 181,720	\$ 0	\$ 181,720
TID Electrical Undergrounding on Waring North of Tuolumne		\$ 132,915	\$ 0	\$ 132,915
TID Electrical Undergrounding on Waring South of Tuolumne		\$ 138,107	\$ 0	\$ 138,107
Subtotal		\$ 3,086,464	(\$ 2,390,612)	\$ 695,853
Sanitary Sewer				
Pump Station at Storm Basin #1	[4]	\$ 293,125	(\$ 293,125)	\$ 0
Sewer Force Main in Lafitte Rothchild Dr. (6")		\$ 7,571	(\$ 7,571)	\$ 0
Sewer Force Main in Tuolumne Rd (6")		\$ 57,861	(\$ 57,861)	\$ 0
Sewer Force Main in Waring south (6")		\$ 290,975	(\$ 290,975)	\$ 0
Sewer Force Main in Hawkeye (6")		\$ 148,709	(\$ 148,709)	\$ 0
Sewer Main in Tuolumne Rd (8")		\$ 138,141	(\$ 138,141)	\$ 0
Sewer Main in Lafitte Rothchild Tuolumne to Pump Station (8" & 10")		\$ 14,603	(\$ 14,603)	\$ 0
Subtotal		\$ 950,984	(\$ 950,984)	\$ 0

Table 20
Turlock Annual Report
ETMP Fee Program Remaining Costs

Project		Remaining Costs (2019 \$)			Cost (2020 \$)
		Total Cost	Less Completed	Remaining Cost	
Water					
Water Line in Tuolumne (10")	[1]	\$ 82,676	(\$ 82,676)	\$ 0	\$ 0
Water Line in Waring Road North of Tuolumne Road (12")	[5]	\$ 168,950	(\$ 168,950)	\$ 0	\$ 0
Water Line in Waring Road South of Tuolumne Road (12")	[5]	\$ 168,950	(\$ 168,950)	\$ 0	\$ 0
Water Line in Monte Vista Ave (24")		\$ 103,516	\$ 0	\$ 103,516	\$ 107,240
Water Line in Quincy Road (16")		\$ 315,414	\$ 0	\$ 315,414	\$ 326,762
Less City share for increased size on Quincy (Surface Water Infrastructure)		(\$ 37,642)	\$ 0	(\$ 37,642)	(\$ 38,996)
Less City share for increased size on Monte Vista (Surface Water Infrastructure)		(\$ 70,092)	\$ 0	(\$ 70,092)	(\$ 72,614)
Subtotal		\$ 731,772	(\$ 420,576)	\$ 311,196	\$ 322,392
Subtotal Improvement Cost		\$ 4,769,220	(\$ 3,762,172)	\$ 1,007,048	\$ 1,043,280
Administration - 5% of Costs [6]					\$ 52,164
Total ETMP Area Fee Program Remaining Costs					\$ 1,095,444

Source: City of Turlock

[1] Project completed by Les Chauteaux & Fairbanks in FY 2018-19.

[2] Project completed by Les Chauteaux in FY 2018-2019.

[3] Project completed by Fairbanks in FY 2018-19.

[4] All sewer projects were completed by Fairbanks in FY 2017-18.

[5] Completed by Les Chauteaux in 2017.

[6] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 5% of the current fee.

Table 21
Turlock Annual Report
ETMP Fee Program Net Remaining Costs (2020 \$)

Item	Source	Cost (2020 \$)				Total
		Transportation	Sanitary Sewer	Portable Water	Administration	
Remaining Costs	Table 20	\$ 720,888	\$ 0	\$ 322,392	\$ 52,164	\$ 1,095,444
Less Fund Balance	Table 18	\$ 0	\$ 0	\$ 0	\$ 162,155	\$ 162,155
Net Remaining Costs		\$ 720,888	\$ 0	\$ 322,392	\$ 214,319	\$ 1,257,599
Sufficient Funds Available to Complete Improvements		No	Yes	No	No	No
Percentage of Total Improvements Funded by Fee Program		100%	100%	100%	100%	100%

7. Master Storm Fee Program

Fee Program Overview

The Master Storm Fee Program is a citywide fee program that provides funding for storm drainage facilities needed to serve development in all areas of the City. As growth in the City occurs and more users are added to the system, the increased level of service will result in capacity deficiencies. The Master Storm Fee Program was established to provide funding for upgrades to existing storm drainage facilities to correct future deficiencies, as well as for construction of new storm drainage system facilities. These facilities include master storm drains and master detention basins. In 2015, the Master Storm Drainage Development Impact Fee Nexus Study was prepared to update the Master Storm Fees based on new land use and growth projections as well as estimated storm drainage facility needs and costs. In addition to other updates, it should be noted that the updated improvements included improvements that had been transferred from the WISP and NWTSP Fee Programs to close the storm drainage components in those two fee programs.

The components of the Master Storm Fee Program are summarized below:

- **Storm Drainage:** Funds master storm drains and master detention basins.
- **Administration:** Funds administration of the Master Storm Fee Program.

Current Fee Schedule

Table 22 shows the current fee schedule for the Master Storm Fee Program. These fees are effective from October 1, 2022, through December 31, 2022. Note that while it is not specified in the City fee schedule, 3 percent of each fee is designated for fee administration, and the remaining amount is designated for capital expenses.

Fee Fund Activity

Table 23 shows the Master Storm Fee Program Fund activity for Fiscal Year 2019–20. It summarizes the beginning balance, revenues, expenses, and ending balance.

Table 22
Turlock Annual Report
Master Storm Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)
Residential	
Low Density	\$ 8,702.39
Medium Density	\$ 15,242.05
High Density	\$ 15,242.05
Nonresidential	
Commercial	\$ 21,802.35
Office	\$ 21,802.35
Industrial	\$ 21,802.35

Source: City of Turlock

Table 23
Turlock Annual Report
Master Storm Fee Program Fund Summary (FY 2019-20)

Item	Amount
Beginning Balance	\$ 2,561,800
Revenue	
Interest Income	\$ 28,634
Market Valuation	\$ 25,122
Development Fees - Storm Drainage	\$ 188,152
Development Fees - Administration	\$ 4,127
Total	\$ 246,036
Less Expenses	
Bank Charges	(\$ 453)
Contractual Services	
Reporting	(\$ 1,240)
Transfers Out	
Transfers Out W Main Corridor Rehab P1730 [1]	(\$ 39,198)
Total Expenses	(\$ 40,891)
Ending Balance	\$ 2,766,945

City of Turlock

[1] Transferred to Fund 218 Measure L for the W Main Rehabilitation Project

During the fiscal year, revenue was derived from interest income and Master Storm development impact fees.

Expenses were incurred for the following items.

- Bank charges.
- Administrative Reporting.
- Transfer from the Master Storm Fee Program fund to Fund 218 Measure L for the W Main Rehabilitation project.

Remaining Improvements

Table 24 details the total and remaining improvement and fee administration costs to be funded by the Master Storm Fee Program, which comprise approximately 53 percent of the total improvement costs. The costs are based on the remaining costs detailed in the 2015 Master Storm Drainage Development Impact Fee Nexus Study. **Table 24** shows deductions for the costs of several portions of storm lines that have been completed since 2015. The 2015 remaining costs have been updated to 2020 dollars using the change in the Engineering News-Record CCI using the change in the Engineering News-Record CCI for San Francisco from June 2015 through March 2020.

Table 25 summarizes the remaining net costs in 2020 dollars after accounting for the fee fund balance. At this time, sufficient funds have not been collected to fund all remaining improvements. Additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$48.0 million in additional funding is needed to fully finance the remaining storm drainage improvements and administrative costs.

Amount and Timing of Remaining Funding

Future Master Storm Fee Program revenue will provide the financing needed to fully fund the remaining improvements and administration costs discussed above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of final maps for development in the City. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 24
Turlock Annual Report
Master Storm Fee Program Remaining Costs

Item	Type	Description/Street	Description/Limits	Costs (2020 \$) [1]	Less Completed	Remaining Cost
Total Improvements Cost (from 2015 Nexus Study) [2]				\$ 83,828,000		
Total Master Storm Fee-Funded Cost (from 2015 Nexus Study) [2]				\$ 44,468,500		
Master Storm Fee-Funded Percentage of Total				53%		
Existing Service Area MASTER CIP						
Pipelines						
ESD-2	Pipe	Christoffersen Pkwy	Pump Station No. 31 Wet Well to Walnut Rd (Walnut Pump Station #1 Wet Well)	\$ 386,330	\$ 0	\$ 386,330
ESD-3	Pipe	Monte Vista Dr	Four Seasons Dr to Walnut Rd	\$ 109,100	\$ 0	\$ 109,100
ESD-4	Pipe	Countryside Dr	West side of Staples/Walmart Shopping Center, parallel to Countryside Dr	\$ 12,173	\$ 0	\$ 12,173
ESD-6	Pipe	Colorado Ave	Waldorf Dr to Tuolumne Rd	\$ 9,302	\$ 0	\$ 9,302
ESD-8	Pipe	Castleview Dr	Quincy Rd to west of Palace Ct	\$ 71,949	\$ 0	\$ 71,949
ESD-9	Pipe	Johnson Rd	Tuolumne Rd to north of Castleview Dr	\$ 16,021	\$ 0	\$ 16,021
ESD-14	Pipe	Almond Ave	Almond Ave and Golden State Blvd	\$ 26,873	\$ 0	\$ 26,873
ESD-23	Pipe	Montana Ave	East of Hwy 99 to West Ave South	\$ 35,486	\$ 0	\$ 35,486
ESD-29	Pipe	Kilroy Rd	Parallel Pipe from Industrial Rowe to Spengler Way	\$ 28,596	\$ 0	\$ 28,596
ESD-45	Pipe	Quincy Rd	Canal Dr to East Ave	\$ 295,088	\$ 0	\$ 295,088
ESD-46	Pipe	East Ave	Quincy Rd to Southeast 2 Area Pump Station (ESD-PS-6)	\$ 206,200	\$ 0	\$ 206,200
Pump Stations/Basins						
ESD-PS-6	Pump Station	East Ave	East of Daubenberger Rd	\$ 849,835	\$ 0	\$ 849,835
ESD-FM-1	Force Main	East Ave	Dual Force Mains to Northern East Linear Basin	\$ 728,102	\$ 0	\$ 728,102
ESD-BN-1	Basin	Northern East Linear Basin	Northern East Linear Basin	\$ 528,735	\$ 0	\$ 528,735
	Land Acquisition	Northern East Linear Basin	Northern East Linear Basin	\$ 643,118	\$ 0	\$ 643,118
Buildout System Improvements						
Pipelines						
FSD-1	Pipe	Monte Vista Dr	Summer Creek Dr to Four Seasons Dr	\$ 89,118	\$ 0	\$ 89,118
FSD-3	Pipe	Tully Rd	Branding Iron Dr to Fulkerth Rd	\$ 21,016	\$ 0	\$ 21,016
FSD-4	Pipe	Oxford Ave, Pedras Rd	Jacquelinelee Dr to Northeast of Divanian Dr	\$ 130,920	\$ 0	\$ 130,920
FSD-5	Pipe	Kilroy Rd	Parallel Pipe from Castor St to Industrial Rowe	\$ 26,931	\$ 0	\$ 26,931
FSD-6	Pipe	Syracuse Ave	Palm St to Geer Rd	\$ 91,817	\$ 0	\$ 91,817
FSD-7	Pipe	Golden State Blvd	Monroe Ave to Geer Rd	\$ 21,533	\$ 0	\$ 21,533
FSD-8	Pipe	Washington Rd, Canal Dr	Fulkerth Rd to Fransil Ln	\$ 285,958	\$ 0	\$ 285,958
FSD-9	Pipe	Unnamed Rd	Fulkerth Rd to Canal Dr	\$ 509,901	\$ 0	\$ 509,901
FSD-10	Pipe	Canal Dr	Dianne Dr to Fransil Ln	\$ 76,370	\$ 0	\$ 76,370
FSD-11	Pipe	Tegner Rd	South of Fulkerth Rd to Canal Dr	\$ 310,075	\$ 0	\$ 310,075
FSD-12	Pipe	Tegner Rd	North of West Main St to Canal Dr	\$ 354,863	\$ 0	\$ 354,863
FSD-13	Pipe	Fransil Ln	Fulkerth Rd to Canal Dr	\$ 87,969	\$ 0	\$ 87,969
FSD-14	Pipe	Fransil Ln	Canal Dr to West Main St, to FSD-PS-2 Wet Well	\$ 111,053	\$ 0	\$ 111,053

Table 24
Turlock Annual Report
Master Storm Fee Program Remaining Costs

Item	Type	Description/Street	Description/Limits	Costs (2020 \$) [1]	Less Completed	Remaining Cost
FSD-18	Pipe	West Main St, Clinton Rd, Fransil Ln	Near intersection of West Main St and Clinton Rd, and along Fransil Ln	\$ 599,478	\$ 0	\$ 599,478
FSD-19	Pipe	West Main St	Clinton Rd to Fransil Ln	\$ 395,058	\$ 0	\$ 395,058
FSD-20	Pipe	West Main St	Dianne Dr to Kilroy Rd	\$ 254,950	\$ 0	\$ 254,950
FSD-21	Pipe	Tegner Rd	West Main St to Liberty Square Pkwy	\$ 616,704	\$ 0	\$ 616,704
FSD-22	Pipe	Tegner Rd	Linwood Ave to south of Humphrey Ct	\$ 329,598	\$ 0	\$ 329,598
FSD-23	Pipe	Washington Rd, Ruble Rd	Clayton Rd to FSD-PS-2 Wet Well	\$ 788,968	\$ 0	\$ 788,968
FSD-24	Pipe	Linwood Ave, Unnamed Rd	Linwood Ave and along Unnamed Rd, to FSD-PS-2 Wet Well	\$ 1,064,590	\$ 0	\$ 1,064,590
FSD-25	Pipe	Ruble Rd	Tegner Rd to Unnamed Rd	\$ 79,586	\$ 0	\$ 79,586
FSD-26	Pipe	Linwood Ave	Glenwood Ave to Kilroy Rd	\$ 1,427,492	\$ 0	\$ 1,427,492
FSD-27	Pipe	Kilroy Rd	Linwood Ave to Spengler Way	\$ 721,211	\$ 0	\$ 721,211
FSD-28	Pipe	Soderquist Rd	South Ave to Jordan Ave	\$ 446,737	\$ 0	\$ 446,737
FSD-29	Pipe/Casing(1)	Highway 99	West of Soderquist Rd to the east side of Highway 99, north of Venture Ln	\$ 375,535	\$ 0	\$ 375,535
FSD-30	Pipe	North of Venture Ln, Walnut Rd	Soderquist Rd to Walnut Rd, Linwood Ave to Venture Ln	\$ 806,194	\$ 0	\$ 806,194
FSD-31	Pipe	Unnamed Dr	South of Hawkeye Ave to north of Canal Dr	\$ 693,649	\$ 0	\$ 693,649
FSD-32	Pipe	Unnamed Dr	South of Canal Dr to East Ave	\$ 729,250	\$ 0	\$ 729,250
FSD-33	Pipe	West of Verduga Rd	Connection pipeline from Northern to Southern East Linear Basin	\$ 84,524	\$ 0	\$ 84,524
FSD-34	Pipe	Johnson Rd	South of East Ave to Unnamed Rd	\$ 218,201	\$ 0	\$ 218,201
FSD-35	Pipe	Johnson Rd	Unnamed Rd to Brier Rd	\$ 679,868	\$ 0	\$ 679,868
FSD-36	Pipe	Johnson Rd	Brier Rd to Linwood Ave	\$ 1,328,728	\$ 0	\$ 1,328,728
FSD-37	Pipe	Unnamed Rd, Brier Rd	Daubenberger Rd to Johnson Rd	\$ 1,612,389	\$ 0	\$ 1,612,389
FSD-38	Pipe	South of Brier Rd	FSD-BN-5 (Future Basin) to Johnson Rd	\$ 1,066,887	\$ 0	\$ 1,066,887
FSD-39	Pipe	Linwood Ave	West of Verduga Rd to Johnson Rd	\$ 1,020,950	\$ 0	\$ 1,020,950
FSD-40	Pipe	Paulson Rd	Center St to Linwood Ave at Future Pump Station (FSD-PS-3) Wet Well	\$ 1,419,453	\$ 0	\$ 1,419,453
FSD-41	Pipe	Linwood Ave	Johnson Rd to 5th St	\$ 991,091	\$ 0	\$ 991,091
FSD-42A	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 111,397	\$ 0	\$ 111,397
FSD-42B	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 664,938	\$ 0	\$ 664,938
FSD-42C	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 169,967	\$ 0	\$ 169,967
FSD-42D	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 88,429	\$ 0	\$ 88,429
FSD-42E	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 289,403	\$ 0	\$ 289,403
FSD-42F	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 689,055	\$ 0	\$ 689,055
FSD-42G	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 60,867	\$ 0	\$ 60,867
FSD-42H	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 365,199	\$ 0	\$ 365,199
FSD-42I	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 113,694	\$ 0	\$ 113,694
FSD-42J	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 153,889	\$ 0	\$ 153,889
FSD-42K	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 145,850	\$ 0	\$ 145,850
FSD-42L	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 169,967	\$ 0	\$ 169,967
FSD-42M	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 155,037	\$ 0	\$ 155,037
FSD-42N	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 129,772	\$ 0	\$ 129,772
FSD-42O	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 56,273	\$ 0	\$ 56,273
FSD-42P	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 160,780	\$ 0	\$ 160,780
FSD-42Q	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 76,944	\$ 0	\$ 76,944
FSD-43	Pipe	Lander Ave	Southeast 1 Area (FSD-PS-4) to Lander Ave	\$ 1,081,816	\$ 0	\$ 1,081,816
FSD-44	Pipe	Linwood Ave	5th St to Lander Ave	\$ 2,159,039	\$ 0	\$ 2,159,039
FSD-45	Pipe	Linwood Ave	West Linwood Ave Basin to Harding Drain Outfall	\$ 2,709,537	\$ 0	\$ 2,709,537

Table 24
Turlock Annual Report
Master Storm Fee Program Remaining Costs

Item	Type	Description/Street	Description/Limits	Costs (2020 \$) [1]	Less Completed	Remaining Cost
Pump Stations/Basins						
FSD-PS-1	Pump Station	Fransil Ln & West Main St	At Fransil Ln and West Main St, Future Pump Station	\$ 85,673	\$ 0	\$ 85,673
FSD-PS-2	Pump Station	Ruble Rd	At Ruble Rd and Unnamed Rd, Future Pump Station	\$ 284,809	\$ 0	\$ 284,809
FSD-PS-3	Pump Station	Linwood Ave	At Johnson Rd	\$ 1,820,254	\$ 0	\$ 1,820,254
FSD-FM-1	Force Main	Linwood Ave	Johnson Rd to Verduga Rd (Dual Force Mains)	\$ 4,305,446	\$ 0	\$ 4,305,446
FSD-PS-4	Pump Station	Unnamed Rd	Southeast 1 Area Future Pump station	\$ 693,649	\$ 0	\$ 693,649
FSD-BN-1	Basin	Fransil Ln & West Main St	At Fransil Ln and West Main St, Future Retention Basin	\$ 102,440	\$ 0	\$ 102,440
FSD-BN-2	Land Acquisition	Fransil Ln & West Main St	At Fransil Ln and West Main St, Future Retention Basin	\$ 114,843	\$ 0	\$ 114,843
	Basin	Ruble Rd	At Ruble Rd and Unnamed Rd, Future Detention Basin	\$ 409,758	\$ 0	\$ 409,758
	Land Acquisition	Ruble Rd	At Ruble Rd and Unnamed Rd, Future Detention Basin	\$ 459,370	\$ 0	\$ 459,370
FSD-BN-3	Basin	Southern East Linear Basin	Southern East Linear Basin	\$ 1,750,200	\$ 0	\$ 1,750,200
	Land Acquisition	Southern East Linear Basin	Southern East Linear Basin	\$ 2,325,561	\$ 0	\$ 2,325,561
FSD-BN-4	Basin	Highway 99 Basin	Southeast 1 Area, Highway 99 new basin	\$ 715,469	\$ 0	\$ 715,469
	Land Acquisition	Highway 99 Basin	Southeast 1 Area, Highway 99 new basin	\$ 712,024	\$ 0	\$ 712,024
FSD-BN-5	Basin	Unnamed Rd	Southeast of Daubenberger Rd and Brier Rd	\$ 1,024,395	\$ 0	\$ 1,024,395
	Land Acquisition	Unnamed Rd	Southeast of Daubenberger Rd and Brier Rd	\$ 1,148,425	\$ 0	\$ 1,148,425
Total Remaining Improvement Costs				\$ 49,319,690	\$ 0	\$ 49,319,690
Fee Administration Cost (3%) [3]				\$ 1,479,591	\$ 0	\$ 1,479,591
Total Remaining Cost				\$ 50,799,280	\$ 0	\$ 50,799,280

Source: City of Turlock and EPS

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2018-19 prepared for the City of Turlock by EPS, July 2020.
[2] From Storm Master Storm Drainage Development Impact Fee Nexus Study, dated September 18, 2015.
[3] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 25
Turlock Annual Report
Master Storm Fee Program Net Remaining Costs (2020 \$)

Item	Source	Total Remaining Cost
Remaining Costs	Table 24	\$ 49,319,690
Fee Administration Cost	Table 24	\$ 1,479,591
Less Fund Balance	Table 23	(\$ 2,766,945)
Net Remaining Costs		\$ 48,032,336
Sufficient Funds Available to Complete Improvements		No
Percentage of Total Improvements Funded by Fee Program		53%

8. Sewer Trunk Capacity Fee Program

Fee Program Overview

The Sewer Trunk Capacity (Sewer) Fee Program is a citywide fee program that provides funding for sanitary sewer facilities need to serve development in all areas of the City. The Sewer Fee Program was established to provide funding for the construction of citywide sewer trunk lines or the oversizing of normal-sized sewer lines to be used as sewer trunk lines. In 2015, the Sewer Trunk Capacity Development Impact Fee Nexus Study was prepared to update the Sewer Fees based on new land use and growth projections as well as estimated sewer trunk facility needs and costs.

The components of the Sewer Fee Program are summarized below:

- **Sanitary Sewer:** Funds construction of sewer trunk lines.
- **Administration:** Funds administration of the Sewer Fee Program.

Current Fee Schedule

Table 26 shows the current fee schedule for the Sewer Fee Program. These fees are effective from October 1, 2022, through December 31, 2022. Note that while it is not specified in the City fee schedule, 3 percent of each fee is designated for fee administration, and the remaining amount is designated for capital expenses.

Fee Fund Activity

Table 27 shows the Sewer Fee Program Fund activity for Fiscal year 2019–20. It summarizes the beginning balance, revenues, expenses, and ending balance.

During the fiscal year, revenue was derived from interest income, line construction, and Sewer development impact fees.

The following expenses were incurred.

- Bank charges.
- Administrative Reporting.

There were no loans and no refunds made or allocated from the Sewer Fee Program.

Table 26
Turlock Annual Report
Sewer Trunk Capacity Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)
Residential	<i>per dwelling unit</i>
Very Low Density	\$ 3,052.77
Low Density	\$ 3,052.77
Low-Medium Density	\$ 3,052.77
Medium Density	\$ 2,416.31
High Density	\$ 2,034.72
Subtotal Residential	
Nonresidential and Mixed Use	<i>per acre</i>
Downtown	\$ 254.86
Neighborhood Center	\$ 1,031.93
Office	\$ 636.46
Community Commercial/Office	\$ 763.19
Community Commercial	\$ 889.93
Highway Commercial	\$ 636.46
Heavy Commercial	\$ 636.46
Business Park	\$ 636.46
Industrial	\$ 1,653.12

Source: City of Turlock

Table 27
Turlock Annual Report
Sewer Trunk Capacity Fee Program Fund Summary (FY 2019-20)

Item	Amount
Beginning Balance	\$ 729,115
Revenue	
Interest Income	\$ 9,852
Development Fees - Sewer	\$ 70,090
Line Constructon	\$ 154,031
Total	\$ 233,973
Expenses	
Reporting	(\$ 1,240)
Bank Charges	(\$ 153)
Total	(\$ 1,393)
Ending Balance	\$ 961,695

Source: City of Turlock

Remaining Improvements

Table 28 details the improvement and fee administration costs to be funded by the Sewer Fee Program, which comprise approximately 74 percent of the total costs. The costs are based on the remaining costs detailed in the 2015 Sewer Trunk Capacity Development Impact Fee Nexus Study. No construction has occurred since 2015, so the remaining improvements to be completed have not changed. The 2015 remaining costs, however, have been updated to 2020 dollars using the change in the Engineering News-Record CCI for San Francisco from June 2015 through March 2020.

Table 29 summarizes the remaining net costs in 2020 dollars after accounting for the fee fund balance. At this time, sufficient funds have not been collected to fund all remaining improvements. Additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$41.4 million in additional funding is needed to fully finance the remaining sewer improvements.

Amount and Timing of Remaining Funding

Future Sewer Fee Program revenue will provide the financing needed to fully fund the remaining improvements and administration costs discussed above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of building permits for development in the City. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 28
Turlock Annual Report
Sewer Trunk Capacity Fee Program Remaining Costs

Item	Type	Description/Street	Description/Limits	Costs (2020 \$) [1]	Less Completed	Remaining Cost
Total Improvements Cost (from 2015 Nexus Study) [2]				\$ 48,304,500		
Total Sewer Trunk Capacity Fee-Funded Cost (from 2015 Nexus Study) [2]				\$ 35,805,720		
Sewer Trunk Capacity Fee-Funded Percentage of Total				74%		
Existing System Improvements						
Pipelines						
ESS-1	Pipe	W. Main St./N. Soderquist Rd.	Julian St. to S. Tully Rd.	\$ 38,598	\$ 0	\$ 38,598
ESS-2	Pipe	Wayside Dr.	N. Denair Ave, to Geer Rd.	\$ 7,248	\$ 0	\$ 7,248
ESS-3	Pipe	Colorado Ave.	North of Escondido Ave. to south of Escondido Ave.	\$ 0	\$ 0	\$ 0
Projects to Remove Direct Connections to Sewer System(4)						
ESD-11	Pipe	Johnson Rd	Marshall St to Canal Dr	\$ 120,240	\$ 0	\$ 120,240
ESD-17	Pipe	D St	6th to Lander Ave	\$ 201,032	\$ 0	\$ 201,032
ESD-19	Pipe	West South Ave	Columbia St to High St	\$ 42,032	\$ 0	\$ 42,032
ESD-20	Pipe	West South Ave	High St to Vermont Ave	\$ 77,174	\$ 0	\$ 77,174
ESD-21	Pipe	West South Ave	Vermont Ave to South Ave	\$ 104,047	\$ 0	\$ 104,047
ESD-22	Pipe	West Ave South	South Ave to Linwood Ave	\$ 403,671	\$ 0	\$ 403,671
ESD-24	Pipe	South Ave	Corner of West Ave South, remove outfall to existing infrastructure	\$ 0	\$ 0	\$ 0
ESD-25	Pipe	Montana Ave	Gabriel St to West Ave South	\$ 108,009	\$ 0	\$ 108,009
ESD-26	Pipe	Lander Ave	E St to Linwood Ave, Adjust inverts to match proposed Linwood trunk line	\$ 339,015	\$ 0	\$ 339,015
ESD-27	Pipe	Lander Ave	At F St, influent pipe to Pump Station No. 2 Wet Well	\$ 0	\$ 0	\$ 0
ESD-43	Pipe	Canal Drive	Johnson Rd and Canal Dr, provides connection to canal trunk line	\$ 3,675	\$ 0	\$ 3,675
ESD-47	Pipe	Marshall St	Berkeley Ave to Johnson Rd	\$ 307,778	\$ 0	\$ 307,778
ESD-48	Pipe	Rose St	Merritt St to Canal Dr	\$ 269,306	\$ 0	\$ 269,306
ESD-50	Pipe	Olive Ave, Golden State Blvd	Thor St to southeast of Minerva St	\$ 748,773	\$ 0	\$ 748,773
ESD-51	Pipe/Casing(1)	Golden State Blvd, 1st Street	Pipe & Casing under Train Tracks, east of Golden State Blvd	\$ 174,561	\$ 0	\$ 174,561
ESD-52	Pipe	D St	1st St to 6th St	\$ 589,716	\$ 0	\$ 589,716
ESD-53	Pipe	F St	8th St to Lander Ave	\$ 145,850	\$ 0	\$ 145,850
ESD-54	Pipe	F St	Southwest of 8th St, Remove connection to sewer	\$ 0	\$ 0	\$ 0
ESD-55	Pipe	Lander Ave	D St to E St	\$ 203,960	\$ 0	\$ 203,960
ESD-56	Pipe	Lander Ave	Linwood Ave to Glenwood Ave	\$ 0	\$ 0	\$ 0
ESD-57	Pipe	Linwood Ave	Lander Ave to West Linwood Ave Basin	\$ 1,722,982	\$ 0	\$ 1,722,982
ESD-58	Pipe	Columbia St	Locust St to West Ave South	\$ 244,615	\$ 0	\$ 244,615
ESD-59	Pipe	Castor St, Laurel St	Locust St to High St	\$ 74,648	\$ 0	\$ 74,648
ESD-60	Pipe	High St	Laurel St to West Ave South	\$ 273,325	\$ 0	\$ 273,325
ESD-61	Pipe	Vermont Ave	Orange St to West Ave South	\$ 220,498	\$ 0	\$ 220,498
ESD-62	Pipe	Martinez St, Williams Ave	Parnell Ave to West Ave South	\$ 95,319	\$ 0	\$ 95,319
ESD-63	Pipe	Orange St	South Ave to Montana Ave	\$ 283,087	\$ 0	\$ 283,087
ESD-64	Pipe	Lewis St	Maple St to Orange St	\$ 53,402	\$ 0	\$ 53,402
ESD-65	Pipe	Montana Ave	Orange St to west of Gabriel St	\$ 160,780	\$ 0	\$ 160,780
ESD-66	Pipe/Casing(1)	Linwood Ave, under Highway 99	Boring under Highway 99, under Linwood Ave	\$ 270,454	\$ 0	\$ 270,454
ESD-BN-2	Basin	Linwood Ave	West Linwood Ave Basin	\$ 1,561,628	\$ 0	\$ 1,561,628

Table 28
Turlock Annual Report
Sewer Trunk Capacity Fee Program Remaining Costs

Item	Type	Description/Street	Description/Limits	Costs (2020 \$) [1]	Less Completed	Remaining Cost
Buildout System Improvements						
Pipelines						
FSS-1A	Pipe	E. Linwood Ave.	Golf Rd. to east of 5th St.	\$ 171,115	\$ 0	\$ 171,115
FSS-1B	Pipe	E. Linwood Ave.	S. Johnson Rd. to Golf Rd.	\$ 298,591	\$ 0	\$ 298,591
FSS-2	Pipe	S. Johnson Rd.	Briar Rd. to E. Linwood Ave.	\$ 534,018	\$ 0	\$ 534,018
FSS-3	Pipe	S. Johnson Rd.	South of East Ave. to Brier Rd.	\$ 176,857	\$ 0	\$ 176,857
FSS-4	Pipe	E. Linwood Ave.	S. Quincy Rd. to S. Johnson Rd.	\$ 218,201	\$ 0	\$ 218,201
FSS-5	Pipe	E. Linwood Ave.	East of S. Quincy Rd. to S. Quincy Rd.	\$ 174,561	\$ 0	\$ 174,561
FSS-6	Pipe	Brier Rd.	S. Quincy Rd. to S. Johnson Rd.	\$ 215,904	\$ 0	\$ 215,904
FSS-7	Pipe	Brier Rd.	S. Daubenberger Rd. to S. Quincy Rd.	\$ 179,154	\$ 0	\$ 179,154
FSS-8	Pipe	Alley north of East Ave.	N. Berkeley Avenue to Bell St.	\$ 375,535	\$ 0	\$ 375,535
FSS-9	Pipe	East Ave.	N. Quincy Rd. to N. Berkeley Ave.	\$ 614,407	\$ 0	\$ 614,407
FSS-10	Pipe	East Ave.	West of N. Verduga Rd. to N. Quincy Rd.	\$ 539,760	\$ 0	\$ 539,760
FSS-11	Pipe	West of N. Verduga Rd.	Canal Dr. to East Ave.	\$ 445,589	\$ 0	\$ 445,589
FSS-12	Pipe	West of N. Verduga Rd.	South of Hawkeye to Canal Dr.	\$ 169,967	\$ 0	\$ 169,967
FSS-13	Pipe	E. Glenwood Ave.	5th St. to Golf Rd.	\$ 195,232	\$ 0	\$ 195,232
FSS-14	Pipe	Golf Rd.	South of E. Glenwood Ave to E. Glenwood Ave.	\$ 180,303	\$ 0	\$ 180,303
FSS-15	Pipe	W. Glenwood Ave.	West of Lander Avenue to east of S. Walnut Rd.	\$ 390,465	\$ 0	\$ 390,465
FSS-16	Pipe	W. Glenwood Ave.	West of Lander Avenue to south of Linwood Ave.	\$ 265,286	\$ 0	\$ 265,286
FSS-24	Pipe	East of S. Washington Rd.	South of West Main St. to West Main St.	\$ 181,451	\$ 0	\$ 181,451
FSS-28	Pipe	Christoffersen Pkwy./N. Waring Rd.	Redirect Denair flows to 24-inch sewer on Christoffersen	\$ 1,754,794	\$ 0	\$ 1,754,794
FSS-29	Pipe	Golf Road	Glenwood Ave. to E. Linwood Ave.	\$ 289,403	\$ 0	\$ 289,403
Lift Stations						
LS-MR	Lift Station	Morgan Ranch	Assumed 2 pumps	\$ 933,670	\$ 0	\$ 933,670
LS-4	Lift Station	Kilroy Road	Assumed 3 pumps	\$ 2,020,080	\$ 0	\$ 2,020,080
LS-50	Lift Station	Tegner Road	Assumed 3 pumps	\$ 7,659,995	\$ 0	\$ 7,659,995
	Force Main	N. Walnut Rd.	Extend existing 18-inch force main	\$ 569,619	\$ 0	\$ 569,619
LS-57	Lift Station	Piccadilly Lane	Assumed 2 pumps	\$ 3,264,973	\$ 0	\$ 3,264,973
LS-63	Lift Station	Fulkerth/Tegner	Assumed 2 pumps	\$ 2,778,040	\$ 0	\$ 2,778,040
LS-67	Lift Station	Humphrey Ct.	Assumed 2 pumps	\$ 1,011,763	\$ 0	\$ 1,011,763
LS-GS	Lift Station	Golden State Blvd.	Assumed 3 pumps (current capacity unknown)	\$ 1,714,599	\$ 0	\$ 1,714,599
LS-Main	Lift Station	Main St. Near Clinton Rd.	Assumed 3 pumps (current capacity unknown)	\$ 2,570,175	\$ 0	\$ 2,570,175
LS-Ind	Lift Station	New Industrial Lift Station	Assumed 2 pumps	\$ 1,639,951	\$ 0	\$ 1,639,951
	Force Main	S. Washington Rd.	W. Linwood Ave. to W. Main St.	\$ 1,092,152	\$ 0	\$ 1,092,152
	Land Acquisition	Corner of S. Washington Rd. and W. Linwood Ave.	Land Acquisition assumed 0.25 acres	\$ 21,820	\$ 0	\$ 21,820
	Less Lift Station in WISP [3]			(\$ 324,500)		(\$ 324,500)
Total Remaining Improvement Costs				\$ 41,168,351		\$ 41,168,351
Fee Administration Cost (3%) [4]				\$ 1,235,051		\$ 1,235,051
Total Remaining Cost				\$ 42,403,402		\$ 42,403,402

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2018-19 prepared for the City of Turlock by EPS, July 2020.
[2] From Sewer Trunk Capacity Development Impact Fee Nexus Study dated October 20, 2015.
[3] Costs adjusted to exclude lift station that is also in the WISP Fee Program.
[4] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 29
Turlock Annual Report
Sewer Trunk Capacity Fee Program Net Remaining Costs (2020 \$)

Item	Source	Total Remaining Cost
Remaining Costs	Table 28	\$ 41,168,351
Fee Administration Costs	Table 28	\$ 1,235,051
Less Fund Balance	Table 27	(\$ 961,695)
Net Remaining Costs		\$ 41,441,707
Sufficient Funds Available to Complete Improvements		No
Percentage of Total Improvements Funded by Fee Program		74%

9. Capital Facilities Fee Program

Fee Program Overview

The CFF Program is a citywide fee program that funds new and expanded infrastructure and facilities needed to serve new development in the City. The CFF Program provides funding for transportation, general government, fire, and police facilities. In 2013, the CFF Nexus Study was prepared to update the CFF fees based on new land use and growth projections as well as updated facility needs and costs.

The components of the CFF Program are summarized below:

- **Roadways:** Funds new and expanded roadways, interchanges, freeway and railroad overcrossings, and other projects such as intersection signalizations, multimodal facilities, and planning studies. In addition to other identified citywide improvements, the 2013 CFF Nexus Study includes improvements that were transferred from the WISP and NWTSP Fee Programs to close the transportation components in those two fee programs.
- **General Government:** Funds City building construction and expansion, downtown parking facilities, land acquisition for the corporation yard expansion, and General Plan implementation studies. This fee component is also referred to as Administration Projects.
- **Police:** Funds public safety facility expansion, animal services facility expansion, and police vehicles and equipment.
- **Fire:** Funds a new fire training facility and fire station (including land acquisition), fire vehicles, and equipment.
- **Contingency:** This component, previously referred to as a surcharge component, was established by the City in 1987 to ensure that a positive cash flow was achieved in the CFF Fund. A surcharge was collected on new development through 1991 to provide the additional needed funding. The surcharge is no longer collected, but the remaining surcharge funds that were not expended are accounted for in the Contingency Component and could be used to provide funding for any of the CFF Program facilities as needed.
- **Administration:** Funds administration of the CFF Program.

Current Fee Schedule

Table 30 shows the current fee schedule for the CFF Program. As shown in **Table 30**, the CFF has a different set of fees for each of three City zones. These fees are effective from October 1, 2022, through December 31, 2022. Note that while it is not specified in the City fee schedule, the total fees collected for a particular land use in a particular City zone are distributed to the CFF components outlined above, with the distribution based on the 2013 CFF Nexus Study percentage distribution of the total fee rate among the fee components.

Fee Fund Activity

Table 31 details the CFF Program Fund activity for Fiscal year 2019–20. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the five components.

During the fiscal year, revenue was derived from interest earnings, CFF Program development impact fees, and transfers from other City funds. The transfers are summarized below:

- Transfer to the CFF General Government fund component from the City Water Quality and Water Enterprise Funds for rent payments for space in a City building that was funded by the CFF Program.
- Transfer to the CFF Roadways component as a result from the City receiving an SB 1 grant from the State of California.

Expenses were incurred for the following items:

- Bank charges.
- City Engineering Services
- Administrative Reporting.
- State Route 99/Fulkerth Road Interchange improvements.
- Golf Road/Berkeley Avenue/Golden State Boulevard Intersection improvements.

Table 30
Turlock Annual Report
CFF Program Development Impact Fees (effective October 1, 2022)

Land Use	Fee Basis	Fee (effective October 1, 2022)		
		Downtown PPA	Master Plan Areas	City Infill
Residential				
Single Family	per dwelling unit	\$ 14,951.67	\$ 18,244.35	\$ 16,307.92
Multifamily	per dwelling unit	\$ 10,758.80	\$ 13,155.79	\$ 11,705.34
Senior Assisted Living	per bed	\$ 4,267.63	\$ 5,217.16	\$ 4,647.44
2nd Unit/Accessory Unit	per dwelling unit	\$ 8,307.98	\$ 10,063.48	\$ 9,136.38
Mobile Home	per dwelling unit	\$ 7,922.19	\$ 9,674.70	\$ 8,632.46
Nonresidential and Mixed Use				
Retail (< 100,000 sq. ft.)	per 1,000 sq. ft.	\$ 16,101.57	\$ 19,404.72	\$ 17,812.21
Retail (>=100,000 sq. ft.)	per 1,000 sq. ft.	\$ 16,034.28	\$ 19,315.00	\$ 17,744.92
Gas Station	per VFP [1]	\$ 9,860.12	\$ 11,908.70	\$ 10,885.90
Hotel/Motel	per room	\$ 5,272.49	\$ 6,364.07	\$ 5,822.76
Office	per 1,000 sq. ft.	\$ 8,436.57	\$ 10,253.38	\$ 9,256.01
Medical Office	per 1,000 sq. ft.	\$ 13,809.25	\$ 16,678.76	\$ 15,241.76
Hospital	per 1,000 sq. ft.	\$ 5,517.72	\$ 6,716.96	\$ 6,042.57
Institutional/Assembly	per 1,000 sq. ft.	\$ 3,676.98	\$ 4,463.52	\$ 4,038.85
Industrial (<25,000 sq. ft.)	per 1,000 sq. ft.	\$ 2,693.06	\$ 3,297.17	\$ 2,932.32
Industrial (>=25,000 sq. ft.)	per 1,000 sq. ft.	\$ 2,096.43	\$ 2,555.50	\$ 2,295.31
Warehouse	per 1,000 sq. ft.	\$ 1,954.38	\$ 2,370.08	\$ 2,147.27

Source: City of Turlock

[1] Vehicle fueling position.

Table 31
Turlock Annual Report
CFF Program Fund Summary (FY 2019-20)

Item	Roadways	Police	General Government/ Administration	Fire	Contingency Reserve	Administration	Total
Beginning Balance	\$ 9,506,621	(\$ 638,795)	\$ 807,967	\$ 1,532,926	\$ 211,726	\$ 1,044,899	\$ 12,465,344
Revenue							
Market Valuation	\$ 91,883	\$ 0					
Interest Income	\$ 85,946	\$ 0	(\$ 2,330)	\$ 12,166	\$ 1,682	\$ 0	\$ 97,464
Development Fees	\$ 2,053,955	\$ 83,904	\$ 84,942	\$ 47,227	\$ 0	\$ 174,978	\$ 2,445,006
Transfers In SR-99/Fulkerth Road Interchange [1]	\$ 4,075,419	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 4,075,419
Transfers In From Fd 410&420BCH Rent-Coll&Bill	\$ 0	\$ 0	\$ 15,800	\$ 0	\$ 0	\$ 0	\$ 15,800
Transfers In Fire Ventilation Prop	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Revenue	\$ 6,307,204	\$ 83,904	\$ 98,412	\$ 59,393	\$ 1,682	\$ 174,978	\$ 6,633,690
Less Expenses							
Bank Charges	(\$ 1,193)	\$ 0	(\$ 187)	(\$ 329)	(\$ 43)	\$ 0	(\$ 1,752)
Capital Outlay							
City Engineering Services	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 10,718)	(\$ 10,718)
Reporting	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 9,301)	(\$ 9,301)
Construction Project [2]	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contributed Capital Expense	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contributed Capital-Contra Expense	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
SR 99/Fulkerth Rd Interchange	(\$ 9,932,657)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 9,932,657)
Golf/Berkeley/GSB Intersection	(\$ 2,687)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 2,687)
Fire Capital Ventilation Training Prop	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal	(\$ 9,935,345)	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 20,019)	(\$ 9,955,364)
Transfers Out							
Transfers Out To Fd215 Fulkerth/GSB Signal 1428	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out Lander/F St Signal	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out To Fd215 Wayside/Olive Signal1365	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out To Tegner & Main Signal P1444	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out SR-99/Fulkerth Road Interchange	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out To Fd 502 Engineering Admin	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out To Fd 110 Admin & Acctg Service	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Expenses	(\$ 9,936,538)	\$ 0	(\$ 187)	(\$ 329)	(\$ 43)	(\$ 20,019)	(\$ 9,957,116)
Ending Balance	\$ 5,877,288	(\$ 554,891)	\$ 906,192	\$ 1,591,990	\$ 213,365	\$ 1,199,858	\$ 9,141,919

Source: City of Turlock

[1] The \$4,075,419 transferred in for SR-99/Fulkerth Road Interchange is a result of the City receiving an SB 1, also known as the Road Repair and Accountability Act, Grant from the State of California.

[2] These expenses are associated with Project 0828 - SR/99/Fulkerth and Project 1479 - Intersection Improvements at Golden State-Golf-Berkley Ave. The majority of the expenses are associated with Project 0828.

Remaining Improvements

Table 32 details the remaining improvement and fee administration costs to be funded by the CFF Program. The CFF Program will fund approximately 44 percent of the total identified improvement costs. The costs are based on the remaining costs detailed in the 2013 CFF Nexus Study. For each fee component, the costs of items completed since 2013 are deducted from the CFF Nexus Study costs, resulting in the current remaining costs in 2013 dollars. **Table 33** provides backup detail for the costs of completed improvements. The 2013 remaining costs have been updated to 2020 dollars using the change in the Engineering News-Record CCI for San Francisco from September 2013 through March 2020.

Table 34 summarizes the remaining net costs by fee component after accounting for the fee fund balances. At this time, sufficient funds have not been collected to fund all remaining improvements. Additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$229.2 million in additional funding is needed to fully finance the remaining fee program costs, as summarized by component below:

Estimated Net Remaining Costs

Transportation	\$ 190,602,000
General Government	\$ 18,768,000
Police	\$ 7,507,000
Fire	\$ 6,927,000
Contingency	(\$ 213,000)
Administration	\$ 5,643,000
Total	\$ 229,234,000

Amount and Timing of Remaining Funding

Future CFF Program revenue will provide the financing needed to fully fund the remaining improvements and fee administration costs summarized above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of building permits. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 32
Turlock Annual Report
CFF Program Remaining Costs

Project	Assumption	Transportation	General Government	Police	Fire	Total	Notes
Total Improvements Cost (from 2013 Nexus Study)		\$ 420,655,870	\$ 16,582,589	\$ 6,823,050	\$ 13,750,538	\$ 457,812,047	
Total CFF-Funded Cost (from 2013 Nexus Study) [1]		\$ 170,640,022	\$ 15,403,930	\$ 6,823,050	\$ 7,262,086	\$ 200,129,088	
CFF-Funded Percentage of Total		41%	93%	100%	53%	44%	
Total CFF-Funded Improvement Costs (2020 \$) [2]		\$ 202,900,651	\$ 18,212,977	\$ 8,413,003	\$ 8,518,497	\$ 238,045,127	
Less Completed Projects [3]							
440' of 1,840 Fulkerth RD Median Landscaping		\$ 0				\$ 0	partially complete
Washington / W Main Intersection		\$ 0				\$ 0	partially complete
SR 99/Fulkerth Rd Interchange		(\$ 9,932,657)				(\$ 9,932,657)	partially complete
Golf/Berkeley/GSB Intersection		(\$ 2,687)				(\$ 2,687)	partially complete
Downtown Parking - 129 S. Broadway		\$ 0				\$ 0	partially complete
General Plan Update			\$ 0			\$ 0	partially complete
Project: 1673 - City Hall Renovation			\$ 0			\$ 0	partially complete
Fire Training Facility					\$ 0	\$ 0	partially complete
Total		(\$ 9,935,345)	\$ 0	\$ 0	\$ 0	(\$ 9,935,345)	
Remaining CFF-Funded Improvement Costs	A	\$ 192,965,306	\$ 18,212,977	\$ 8,413,003	\$ 8,518,497	\$ 228,109,783	
Administration [4]	3%	\$ 5,788,959	\$ 546,389	\$ 252,390	\$ 255,555	\$ 6,843,293	
Interfund Transfers Owed							
FY 2018-19 [5]		\$ 3,513,788	\$ 0	\$ 0	\$ 0	\$ 3,513,788	
Total Remaining CFF-Funded Cost (2020 \$)		\$ 202,268,054	\$ 18,759,366	\$ 8,665,393	\$ 8,774,051	\$ 238,466,864	

Source: City of Turlock

[1] Transportation amount adjusted to account for \$5.5 million in overcrossing projects that are not CFF Funded (\$176,163,804-\$5,523,782)

[2] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2018-19 prepared for the City of Turlock by EPS, July 2020.

[3] See Table 33.

[4] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

[5] Transfer from General Government to Transportation in previous fiscal year is owed back to the General Government Component of the CFF Fund.

Table 33
Turlock Annual Report
CFF Project Costs Incurred Detail

Project	Transportation	General Government	Police	Fire	Total
440' of 1,840 Fulkerth RD Median Landscaping (partially complete 9/24/13) [1]	\$ 54,674				\$ 54,674
Washington/W Main Intersection (partially complete 1/22/13)	\$ 44,693				\$ 44,693
Golden State Blvd/Hawkeye Ave Traffic Signal and Turn Lanes (complete 5/22/18)	\$ 500,000				\$ 500,000
Fulkerth Rd/Diane Traffic Signal and Intersection Realignment (complete 7/14/15)	\$ 1,400,000				\$ 1,400,000
Washington Rd/W Main St Traffic Signal (complete 1/22/13)	\$ 220,000				\$ 220,000
SR 99/Fulkerth Rd Interchange (partially complete)					
FY 2013-14	\$ 396,468				\$ 396,468
FY 2014-15	\$ 1,220,250				\$ 1,220,250
FY 2015-16	\$ 106,288				\$ 106,288
FY 2016-17	\$ 29,363				\$ 29,363
FY 2017-18	\$ 659,992				\$ 659,992
FY 2018-19	\$ 1,434,581				\$ 1,434,581
FY 2019-20	\$ 9,932,657				\$ 9,932,657
Total SR 99/Fulkerth Rd Interchange	\$ 13,779,599	\$ 0	\$ 0	\$ 0	\$ 13,779,599
Golf/Berkeley/GSB Intersection (partially complete)					
FY 2014-15	\$ 2,249				\$ 2,249
FY 2015-16	\$ 7,961				\$ 7,961
FY 2016-17	\$ 5,638				\$ 5,638
FY 2017-18	\$ 1,104				\$ 1,104
FY 2018-19	\$ 1,812				\$ 1,812
FY 2019-20	\$ 2,687				\$ 2,687
Total Golf/Berkeley/GSB Intersection	\$ 21,452	\$ 0	\$ 0	\$ 0	\$ 21,452
Downtown Parking Study (complete)					
FY 2015-16		\$ 65,208			\$ 65,208
FY 2016-17		\$ 4,600			\$ 4,600
Total Downtown Parking Study	\$ 0	\$ 69,808	\$ 0	\$ 0	\$ 69,808

Table 33
Turlock Annual Report
CFF Project Costs Incurred Detail

Project	Transportation	General Government	Police	Fire	Total
Downtown Parking - 129 S. Broadway (partially complete)					
FY 2015-16		\$ 40,024			\$ 40,024
FY 2016-17		\$ 384,325			\$ 384,325
FY 2017-18		\$ 31,215			\$ 31,215
FY 2018-19		\$ 0			\$ 0
FY 2019-20		\$ 0			\$ 0
Total Downtown Parking - 129 S. Broadway	\$ 0	\$ 455,564	\$ 0	\$ 0	\$ 455,564
General Plan Update: FY 2013-14 (partially complete)	\$ 0	\$ 13,685	\$ 0	\$ 0	\$ 13,685
Recreation Facilities Prioritization & Feasibility Study (complete FY 16-17)	\$ 0	\$ 75,000	\$ 0	\$ 0	\$ 75,000
Project: 1673 - City Hall Renovation (partially complete)					
FY 2016-17		\$ 17,935			\$ 17,935
FY 2017-18		\$ 987			\$ 987
FY 2018-19		\$ 0			\$ 0
FY 2019-20		\$ 0			\$ 0
Total Project: 1673 - City Hall Renovation	\$ 0	\$ 18,922	\$ 0	\$ 0	\$ 18,922
Fire Training Facility (partially complete)					
FY 2016-17				\$ 210,265	\$ 210,265
FY 2017-18				\$ 86,076	\$ 86,076
FY 2018-19				\$ 57,138	\$ 57,138
FY 2019-20				\$ 0	\$ 0
Total Fire Training Facility	\$ 0	\$ 0	\$ 0	\$ 353,480	\$ 353,480
Total	\$ 16,020,419	\$ 632,980	\$ 0	\$ 353,480	\$ 17,006,878

Source: City of Turlock

[1] 440' of 1840' median completed; cost incurred estimated as 440/1840 * \$228,637 (total cost).

Table 34
Turlock Annual Report
CFF Program Net Remaining Costs (2020 \$)

Item	Source	Cost (2020 \$)						Total
		Transportation	General Government	Police	Fire	Contingency	Administration	
Remaining CFF-Funded Cost (2020 \$) [1]	Table 32	\$ 196,479,094	\$ 18,212,977	\$ 8,413,003	\$ 8,518,497	\$ 0	\$ 6,843,293	\$ 238,466,864
Less Fund Balance	Table 31	(\$ 5,877,288)	\$ 554,891	(\$ 906,192)	(\$ 1,591,990)	(\$ 213,365)	(\$ 1,199,858)	(\$ 9,233,802)
Net Remaining Costs		\$ 190,601,807	\$ 18,767,868	\$ 7,506,812	\$ 6,926,507	(\$ 213,365)	\$ 5,643,435	\$ 229,233,063
Sufficient Funds Available to Complete Improvements		No	No	No	No	N/A	No	No
Percent of Total Improvements Funded by Fee Program	Table 32	41%	93%	100%	53%	N/A	100%	44%

[1] Costs funded by the CFF Program only. Total capital facilities costs and percentages funded by CFF Program are shown on Table 32.

Final Report

Turlock Annual Report Fiscal Year 2020–21

The Economics of Land Use



Prepared for:

City of Turlock

Prepared by:

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1. Introduction

Overview

The Mitigation Fee Act (California Government Code 66000 et seq.) was enacted by the State of California in 1987 to establish requirements for development impact fee (DIF) programs. Section 66006(b) of the Mitigation Fee Act requires local agencies to submit an Annual Report each year detailing the status of their DIF programs.

For each established development impact fee fund, the local agency shall, within 180 days after the end of each fiscal year, report the following information and make it available to the public:

1. A brief description of the type of fee in the fund.
2. The amount of the fee.
3. The beginning and ending balance of the fund.
4. The amount of fees collected and the interest earned.
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
7. A description of each interfund transfer or loan from the fund, including the public improvement for which the transfer was made, and, in the case of a loan, the date on which the loan will be repaid, and the interest rate which the fund will receive on the loan.
8. The amount of any refunds made or allocated from the fee fund.

The City of Turlock (City) engaged Economic & Planning Systems, Inc. (EPS) to prepare this document, which serves as the Fiscal year 2020–21 Annual Report for several active City fee programs. Specifically, the information in this report is presented to comply with the aforementioned requirements for the following seven City development impact fee programs:

- Westside Industrial Specific Plan (WISP) Fee Program
- Northwest Turlock Specific Plan (NWTSP) Fee Program
- Northeast Turlock Master Plan (NETMP) Fee Program
- North Turlock Master Plan (NTMP) Fee Program
- East Tuolumne Master Plan (ETMP) Fee Program
- Master Storm (Storm) Fee Program
- Sewer Trunk Capacity (Sewer) Fee Program
- Capital Facilities Fee (CFF) Program

The first five fee programs listed above are fee programs for specific plan or master plan areas, and the remaining three programs are citywide fee programs. The information needed for the required reporting for each fee program was obtained from the City. For each fee program, the City provided the reports and data listed below:

- Most recent Development Impact Fee Nexus Study (or Update).
- Fund balances, revenue, and expenses for fiscal year 2020–21.
- Remaining improvements to be constructed and estimated construction costs.
- Current fee schedule.

Organization of the Report

Following this introduction, each chapter of this report focuses on one fee program, providing the Mitigation Fee Act required annual reporting for Fiscal year 2020–21. The report is organized as follows:

- **Chapter 1:** Introduction
- **Chapter 2:** Westside Industrial Specific Pan Fee Program
- **Chapter 3:** Northwest Triangle Specific Plan Fee Program
- **Chapter 4:** Northeast Turlock Master Plan Fee Program
- **Chapter 5:** North Turlock Master Plan Fee Program
- **Chapter 6:** East Tuolumne Master Plan Fee Program
- **Chapter 7:** Master Storm Fee Program
- **Chapter 8:** Sewer Trunk Capacity Development Fee Program
- **Chapter 9:** Capital Facilities Fee Program

2. Westside Industrial Specific Plan

Fee Program Overview

The WISP Area includes land zoned for commercial, office, and industrial uses. The WISP Fee Program was established to charge development impact fees to new development for specific plan infrastructure needed to serve the WISP Area. The WISP fees originally funded transportation, storm drainage, recycled water, sanitary sewer, and potable water improvements needed to serve the WISP Area. In 2013, a WISP Fee Nexus Study Update was prepared in which the transportation and storm drainage improvements were removed from the WISP Fee Program and added to the citywide fee programs for such facilities. The projects and any existing funds for these former WISP Fee Program components were moved to the citywide fee programs. In addition, the WISP Fee Program recycled water component was combined with the water component, and all projects and funding were moved from the recycled water component to the water component.

The components of the updated WISP Fee Program are summarized below:

- **Sanitary Sewer:** Funds sewer system infrastructure, including sewer lines and a pump station.
- **Water:** Funds water system infrastructure, including water lines and a water well.
- **Administration:** Funds administration of the WISP Fee Program.

Current Fee Schedule

Table 1 shows the current fee schedule for the WISP Fee Program. These fees are effective from October 1, 2022, through December 31, 2022.

Fee Fund Activity

Table 2 shows the WISP Fee Program Fund activity for Fiscal Year 2020–21. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the three components. During the fiscal year, revenue was derived from interest income and WISP Area development impact fees, and the following expenses were incurred:

- City Engineering Services.
- Administrative Reporting.

Table 1
Turlock Annual Report
WISP Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)			
	Sanitary Sewer	Water	Admin.	Total
	<i>per acre</i>			
Business Park	\$ 2,858.52	\$ 1,141.09	\$ 120.49	\$ 4,120.10
Community Commercial	\$ 2,858.52	\$ 1,141.09	\$ 120.49	\$ 4,120.10
Highway Commercial	\$ 2,858.52	\$ 1,141.09	\$ 120.49	\$ 4,120.10
Industrial	\$ 8,057.29	\$ 5,018.75	\$ 391.97	\$ 13,468.01
Office	\$ 2,858.52	\$ 1,141.09	\$ 120.49	\$ 4,120.10

Source: City of Turlock

Table 2
Turlock Annual Report
WISP Fee Program Fund Summary (FY 2020-2021)

Item	Sanitary Sewer	Water	Administration [1]	Total
Beginning Balance	\$ 337,318	\$ 361,171	(\$ 236,409)	\$ 462,080
Revenue				
Interest Income	\$ 1,338	\$ 1,440	\$ 0	\$ 2,778
Development Fees	\$ 72,191	\$ 180,844	\$ 7,591	\$ 260,626
Total Revenue	\$ 73,529	\$ 182,284	\$ 7,591	\$ 263,403
Expenses				
City Engineering Services	\$ 0	\$ 0	(\$ 1,930)	(\$ 1,930)
Reporting	\$ 0	\$ 0	(\$ 259)	(\$ 259)
Total	\$ 0	\$ 0	(\$ 2,188)	(\$ 2,188)
Ending Balance	\$ 410,846	\$ 543,454	(\$ 231,006)	\$ 723,295

Source: City of Turlock

[1] The original fee program nexus study had more improvements than what the most recent update included. Staff projected to receive higher administration revenue because budget estimates were based on a percentage of the original projects listed.

Remaining Improvements

Table 3 details the remaining WISP Fee Program improvement and fee administration costs. All improvement costs will be funded by the WISP Fee Program fees. The costs are based on the remaining costs detailed in the 2013 WISP Fee Nexus Study Update, and the subsequent AB1600 Annual Reports. The remaining costs have been updated to 2021 dollars using the change in the Engineering News-Record Construction Cost Index (CCI) for San Francisco from March 2020 through September 2021. In total, approximately \$10.0 million in improvements remain to be constructed.

Table 4 summarizes the remaining net costs by fee component after accounting for the existing fund balance. At this time, sufficient funds have not been collected to fund all remaining improvements. For each fee component, additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$9.3 million in additional funding is needed to fully finance the remaining fee program costs, as summarized by component below:

Estimated Net Remaining Costs

Sanitary Sewer	\$ 3,545,000
Water	\$ 5,217,000
Administration	\$ 522,000
Total	\$ 9,284,000

Amount and Timing of Remaining Funding

WISP Fee Program revenue will provide the financing needed to fully fund the remaining improvements and fee administration costs summarized above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of building permits for development in the WISP. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 3
Turlock Annual Report
WISP Fee Program Remaining Costs

Project	Costs (2020\$)			Cost (2021\$)
	Costs [1]	Less Completed	Remaining Cost	
Cost Adjustment				
San Francisco CCI - March 2020 [1]				1,012.13
San Francisco CCI - September 2021				1,073.21
Cost Increase Factor				1.06
WISP-Funded Percentage of Costs				100%
Sanitary Sewer				
5 15' Gravity in Clinton from W. Main 2100' to north	\$ 412,692	\$ 0	\$ 412,692	\$ 437,598
13 10" Gravity in Washington from W. Main 1400' to south	\$ 211,637	\$ 0	\$ 211,637	\$ 224,410
19 12" Gravity in Washington from Linwood 2800' to north	\$ 465,601	\$ 0	\$ 465,601	\$ 493,701
20 12" Force Main in Washington from Linwood to W. Main	\$ 816,313	\$ 0	\$ 816,313	\$ 865,579
21 12' Gravity in future road from Linwood 2800' to north	\$ 465,601	\$ 0	\$ 465,601	\$ 493,701
22 10" Gravity in Tegner from Linwood 732' to north	\$ 151,169	\$ 0	\$ 151,169	\$ 160,292
23 10" Gravity in Kilroy from Linwood 1700' to north [2]	\$ 256,987	\$ 0	\$ 256,987	\$ 272,496
24 15' Gravity in Linwood from Washington 2600' East	\$ 510,951	\$ 0	\$ 510,951	\$ 541,788
P5 Proposed Pump Station at Washington and Linwood	\$ 439,574	\$ 0	\$ 439,574	\$ 466,103
Subtotal	\$ 3,730,525	\$ 0	\$ 3,730,525	\$ 3,955,668
Water				
8 12" Water Line in Canal from Washington 2600 east [3]	\$ 0	\$ 0	\$ 0	\$ 0
9 12" Water Line in Canal from Fransil to Diane	\$ 393,040	\$ 0	\$ 393,040	\$ 416,760
10 12" Water Line in Canal from Diane to Walnut	\$ 196,520	\$ 0	\$ 196,520	\$ 208,380
15 12" Water Line in Washington from W. Main to Ruble	\$ 408,157	\$ 0	\$ 408,157	\$ 432,790
17 12" Water in Ruble from Washington to Tegner [4]	\$ 343,280	\$ 0	\$ 343,280	\$ 363,997
19 12" Water Line in Washington from Ruble to Linwood	\$ 408,157	\$ 0	\$ 408,157	\$ 432,790
21 12" Water in Tegner from Linwood 1300 feet north	\$ 408,157	\$ 0	\$ 408,157	\$ 432,790
22 12" Water in Kilroy from Linwood 1732' to North [5]	\$ 261,825	\$ 0	\$ 261,825	\$ 277,626
23 12" Water in Linwood from Washington to Tegner	\$ 816,313	\$ 0	\$ 816,313	\$ 865,579
25 12" Water in Linwood from Tegner to Kilroy	\$ 408,157	\$ 0	\$ 408,157	\$ 432,790
26 12" Water in Linwood from Kilroy to Walnut	\$ 408,157	\$ 0	\$ 408,157	\$ 432,790
W5 New Potable Well Near Linwood and Washington	\$ 1,380,373	\$ 0	\$ 1,380,373	\$ 1,463,680
Subtotal	\$ 5,432,136	\$ 0	\$ 5,432,136	\$ 5,759,972
Subtotal Improvement Cost	\$ 9,162,661	\$ 0	\$ 9,162,661	\$ 9,715,640
Administration - 3% of Costs [6]				\$ 291,469
Total WISP Fee Program Remaining Costs				\$ 10,007,109

Source: City of Turlock

- [1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2019-20 prepared for the City of Turlock by EPS, December 2022.
- [2] Updated the LF to 1700' (&remaining costs) per partial project completion as reported in the FY18/19 Annual Report.
- [3] Project complete. Hilmar Cheese installed 2652' in 2015-2016. COT & developer entered into reimbursement agreement.
- [4] Updated remaining costs as TID completed 2600' in 2004 from Tegner west to Washington. Remaining LF is 2800.
- [5] Updated the LF to 1732' (&remaining costs) per partial project completion as reported in the FY18/19 Annual Report.
- [6] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 4
Turlock Annual Report
WISP Fee Program Net Remaining Costs (2021\$)

Item	Source	Cost (2021\$)			Total
		Sanitary Sewer	Water	Admin.	
Remaining Costs	Table 3	\$ 3,955,668	\$ 5,759,972	\$ 291,469	\$ 10,007,109
Less Fund Balance	Table 2	(\$ 410,846)	(\$ 543,454)	\$ 231,006	(\$ 723,295)
Net Remaining Costs		\$ 3,544,822	\$ 5,216,518	\$ 522,475	\$ 9,283,815
Sufficient Funds Available to Complete Improvements		No	No	No	No
Percentage of Total Improvements Funded by Fee Program		100%	100%	100%	100%

3. Northwest Triangle Specific Plan

Fee Program Overview

The NWTSP Area includes land zoned for residential and commercial uses. The NWTSP Fee Program was established to charge development impact fees to new development for specific plan infrastructure needed to serve the NWTSP Area. The NWTSP fees originally funded transportation, storm drainage, and sanitary sewer improvements needed to serve the NWTSP Area. In 2013, a NWTSP Fee Nexus Study Update was prepared in which the transportation and storm drainage were removed from the NWTSP Fee Program and added to the citywide fee programs for such facilities. The projects and any existing funds for these former NWTSP Fee Program components were moved to the citywide fee programs. In addition, water improvements specific to the NWTSP were added to the NWTSP Fee Program.

The components of the updated NWTSP Fee Program are summarized below:

- **Sanitary Sewer:** Funds sewer system lines.
- **Water:** Funds water system lines.
- **Administration:** Funds administration of the NWTSP Fee Program.

Current Fee Schedule

Table 5 shows the current fee schedule for the NWTSP Fee Program. These fees are effective from October 1, 2022, through December 31, 2022.

Fee Fund Activity

Table 6 shows the NWTSP Fee Program Fund activity for Fiscal Year 2020–21. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the three components.

During the fiscal year, revenue was derived from interest income and NWTSP Area development impact fees, and the following expenses were incurred:

- Bank charges.
- Administrative Reporting.

There were no loans and no refunds made or allocated from the NWTSP Fee Program.

Table 5
Turlock Annual Report
NWTSP Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)			
	Sanitary Sewer	Water	Admin.	Total
Residential		<i>per dwelling unit</i>		
Low Density	\$ 33.39	\$ 1,483.70	\$ 45.01	\$ 1,562.10
Low-Medium Density	\$ 27.58	\$ 927.68	\$ 29.04	\$ 984.30
Medium Density	\$ 23.23	\$ 673.62	\$ 20.32	\$ 717.17
High Density	\$ 23.23	\$ 974.13	\$ 30.49	\$ 1,027.85
Nonresidential		<i>per developable acre</i>		
Community Commercial	\$ 107.43	\$ 3,546.66	\$ 110.33	\$ 3,764.42
Highway Commercial	\$ 107.43	\$ 3,546.66	\$ 110.33	\$ 3,764.42
Heavy Commercial	\$ 107.43	\$ 3,546.66	\$ 110.33	\$ 3,764.42

Source: City of Turlock

Table 6
Turlock Annual Report
NWTSP Fee Program Fund Summary (FY 2020-21)

Item	Sanitary Sewer	Water	Administration	Total
Beginning Balance	\$ 220,001	\$ 257,721	\$ 5,052	\$ 482,774
Revenue				
Interest Income	\$ 1,127	\$ 1,438	\$ 0	\$ 2,565
Development Fees	\$ 396	\$ 13,005	\$ 402	\$ 13,803
Total	\$ 1,523	\$ 14,443	\$ 402	\$ 16,368
Expenses				
Bank Charges	(\$ 83)	\$ 0	\$ 0	(\$ 83)
Construction Project	\$ 0	\$ 0	\$ 0	\$ 0
City Engineering Services	\$ 0	\$ 0	\$ 0	\$ 0
Reporting	\$ 0	\$ 0	(\$ 259)	(\$ 259)
Total	(\$ 83)	\$ 0	(\$ 259)	(\$ 342)
Ending Balance	\$ 221,441	\$ 272,164	\$ 5,196	\$ 498,800

Source: City of Turlock

Remaining Improvements

Table 7 details the remaining NWTSP Fee Program improvement and fee administration costs. All improvement costs will be funded by the NWTSP Fee Program fees. The costs are based on the remaining costs detailed in the 2013 NWTSP Fee Nexus Study Update and subsequent AB1600 reports. The remaining costs have been updated to 2021 dollars using the change in the Engineering News-Record CCI for San Francisco from March 2021 through September 2021.

Table 8 summarizes the remaining net costs by fee component after accounting for the existing fund balance. At this time, sufficient funds have not been collected to fund all remaining improvements. For each fee component, additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$811,000 in additional funding is needed to fully finance the remaining fee program costs, as summarized by component below:

Estimated Net Remaining Costs

Sanitary Sewer	\$ 332,000
Water	\$ 446,000
Administration	\$ 33,000
Total	\$ 811,000

Amount and Timing of Remaining Funding

Future NWTSP Fee Program revenue will provide the financing needed to fully fund the remaining improvements and fee administration costs summarized above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of building permits for development in the NWTSP. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 7
Turlock Annual Report
NWTSP Fee Program Remaining Costs

Project	Costs (2020\$)			Cost (2021\$)
	Costs [1]	Less Completed	Remaining Cost	
Cost Adjustment				
San Francisco CCI - March 2020 [1]				1,012.13
San Francisco CCI - September 2021				1,073.21
Cost Increase Factor				1.06
NWTSP-Funded Percentage of Costs				100%
Sanitary Sewer				
1 10" Sewer Line in Golden State Blvd from Tuolumne 1800 feet North	\$ 272,104	\$ 0	\$ 272,104	\$ 288,526
2 12" Sewer Line in Golden State Blvd from Tuolumne 1800 feet South	\$ 249,429	\$ 0	\$ 249,429	\$ 264,482
Subtotal	\$ 521,533	\$ 0	\$ 521,533	\$ 553,009
Water				
1 12" Water line in Golden State from Taylor 400' South	\$ 60,468	\$ 0	\$ 60,468	\$ 64,117
2 12" Water Line in Taylor Rd from Golden State to Tegner	\$ 211,637	\$ 0	\$ 211,637	\$ 224,409
3 Bore 24" Casing under TID at Tegner	\$ 45,351	\$ 0	\$ 45,351	\$ 48,088
4 12" Water Line in Tuolumne from Tegner to Countryside	\$ 0	\$ 0	\$ 0	\$ 0
5 Bore 24" Casing / Install 12" Line Under SR99 at Tuolumne	\$ 359,483	\$ 0	\$ 359,483	\$ 381,178
Subtotal	\$ 676,938	\$ 0	\$ 676,938	\$ 717,792
Subtotal Improvement Cost	\$ 1,198,471	\$ 0	\$ 1,198,471	\$ 1,270,800
Administration - 3% of Costs [2]				\$ 38,124
Total NWTSP Area Fee Program Remaining Costs				\$ 1,308,924

Source: City of Turlock

- [1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2019-20 prepared for the City of Turlock by EPS, December 2022.
- [2] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 8
Turlock Annual Report
NWTSP Fee Program Net Remaining Costs (2021\$)

Item	Source	Cost (2021\$)			Total
		Sanitary Sewer	Water	Admin.	
Remaining Costs	Table 7	\$ 553,009	\$ 717,792	\$ 38,124	\$ 1,308,924
Less Fund Balance	Table 6	(\$ 221,441)	(\$ 272,164)	(\$ 5,196)	(\$ 498,800)
Net Remaining Costs		\$ 331,568	\$ 445,628	\$ 32,928	\$ 810,125
Sufficient Funds Available to Complete Improvements		No	No	No	No
Percentage of Total Improvements Funded by Fee Program		100%	100%	100%	100%

4. Northeast Turlock Master Plan

Fee Program Overview

The developable land in the NETMP Area consists of residential uses only. The NETMP Fee Program was established to charge development impact fees to new development for specific plan infrastructure needed to serve the NETMP Area. The components of the NETMP Fee Program are summarized below:

- **Sanitary Sewer:** Funds sewer system infrastructure, including sewer line and lift station improvements. All sewer system infrastructure has been completed and funded.
- **Storm Drainage:** Funds storm drainage lines.
- **Transportation:** Funds street, traffic signal, and bike and pedestrian paths improvements.
- **Water:** Funds water infrastructure, including water lines and 50 percent of a non-potable purple water pipe. The remaining 50 percent is funded by a City contribution.
- **Administration:** Funds administration of the NETMP Fee Program.

Current Fee Schedule

Table 9 shows the current fee schedule for the NETMP Fee Program. These fees are effective from October 1, 2022, through December 31, 2022. It also shows the Adjusted NETMP fees of \$3,000 per dwelling unit that were approved by the Turlock City Council in April of 2020.

Fee Fund Activity

Table 10 shows the NETMP Fee Program Fund activity for Fiscal Year 2020–21. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the five components.

Table 9
Turlock Annual Report
NETMP Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)					Total
	Sanitary Sewer	Storm Drainage	Transportation	Water	Admin.	
	Fee per Dwelling Unit (effective April 1, 2020)					
Residential						
Very Low Density			\$ 3,000.00			\$ 3,000.00
Low Density			\$ 3,000.00			\$ 3,000.00
Medium Density			\$ 3,000.00			\$ 3,000.00
	Adjusted Fee per Dwelling Unit to Be Implemented by Individual Developer Agreements (Approved by Turlock City Council - April 2020)					
Residential						
Very Low Density			\$ 3,000.00			\$ 3,000.00
Low Density			\$ 3,000.00			\$ 3,000.00
Medium Density			\$ 3,000.00			\$ 3,000.00

Source: City of Turlock

Table 10
Turlock Annual Report
NETMP Fee Program Summary (FY 2020-21)

Item	Sanitary Sewer	Storm Drainage	Transportation	Water	Administration	Total
Beginning Balance	\$ 193,148	\$ 1,301,567	\$ 1,443,883	\$ 550,323	\$ 64,894	\$ 3,553,816
Revenue						
Market Valuation	(\$ 1,260)	(\$ 8,500)	(\$ 9,431)	(\$ 3,595)	(\$ 425)	(\$ 23,211)
Interest Income	\$ 1,029	\$ 6,936	\$ 7,693	\$ 2,933	\$ 0	\$ 18,591
Development Fees	\$ 0	\$ 0	\$ 54,000	\$ 0	\$ 0	\$ 54,000
Total	(\$ 231)	(\$ 1,564)	\$ 52,262	(\$ 662)	(\$ 425)	\$ 49,380
Less Expenses						
Bank Charges	\$ 0	\$ 0	(\$ 604)	\$ 0	\$ 0	(\$ 604)
Contractual Services						
City Engineering Services	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 2,647)	(\$ 2,647)
Reporting	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 259)	(\$ 259)
Special Legal Counsel	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 177)	(\$ 177)
Fee Nexus Study	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 3,083)	(\$ 3,083)
Capital Outlay						
Construction Project	\$ 0	\$ 0	(\$ 2,274)	\$ 0	\$ 0	(\$ 2,274)
Transfers Out						
Transfers Out To Fd 215 MV & Colorado P0763	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out To Fd 502 Engineering Admin	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Expenses	\$ 0	\$ 0	(\$ 2,878)	\$ 0	(\$ 3,083)	(\$ 5,961)
Ending Balance	\$ 192,918	\$ 1,300,003	\$ 1,493,267	\$ 549,661	\$ 61,386	\$ 3,597,234

Source: City of Turlock

During the fiscal year, revenue was derived from interest income and NETMP Area Transportation development impact fees, and the following expenses were incurred:

- City Engineering Services
- Administrative Reporting.
- Special Legal Counsel
- Bank Charges
- Transportation Construction Project

There were no loans and no refunds made or allocated from the NETMP Fee Program.

Remaining Improvements

Table 11 details the remaining improvement and fee administration costs. All improvement costs will be funded by the NETMP Fee Program revenues. The costs are based on the remaining improvement costs detailed in the 2004 NETMP Fee Nexus Study. Because the majority of the improvements have now been completed (including all of the sewer improvements), in 2018, the City prepared an updated list of remaining improvements and also updated the remaining costs to reflect then current dollars. The 2018 remaining costs have been updated to 2020 dollars using the change in the Engineering News-Record CCI for San Francisco from December 2018 through March 2020.

In addition to improvement costs, the costs in **Table 11** include amounts owed from the Transportation fund component to the other fund components because of interfund transfers that were made. The interfund transfers owed were not updated to 2020 dollars, as the amounts will remain constant until paid back. After accounting for the amounts owed to various fund components, two of the components (Water and Administration) have remaining costs that are less than zero.

Table 11
Turlock Annual Report
NETMP Fee Program Remaining Costs

Project	Costs (2020\$)			Cost (2021\$)
	Costs [1]	Less Completed	Remaining Cost	
Cost Adjustment				
San Francisco CCI - March 2020 [1]				1,012.13
San Francisco CCI - September 2021				1,073.21
Cost Increase Factor				1.06
NETMP-Funded Percentage of Costs				100%
Sanitary Sewer				
Interfund Transfer (Owed from Transportation)	(\$57,138)	\$0	(\$57,138)	(\$ 57,138)
Storm Drainage				
Line in 1st Road south of Christoffersen off Berkeley Road	\$130,863	\$ 0	\$130,863	\$ 138,761
Interfund Transfer (Owed from Transportation)	(\$109,537)	\$ 0	(\$109,537)	(\$ 109,537)
Subtotal	\$ 21,326	\$ 0	\$ 21,326	\$ 29,224
Transportation				
Signal at Taylor Road/Berkeley Avenue	\$713,743	\$ 0	\$ 713,743	\$ 756,818
Christoffersen Parkway - North Olive Avenue to Berkeley Avenue	\$48,775	\$ 0	\$ 48,775	\$ 51,719
Christoffersen Parkway - North Olive Avenue to Berkeley Avenue (Sound Wall)	\$126,491	\$ 0	\$ 126,491	\$ 134,125
Monte Vista Avenue - North Olive Avenue to Berkeley Avenue	\$0	\$ 0	\$ 0	\$ 0
Colorado Avenue - North of Monte Vista Avenue to Project Line	\$76,224	\$ 0	\$ 76,224	\$ 80,824
Berkeley Avenue Landscape Setback Area Value	\$24,760	\$ 0	\$ 24,760	\$ 26,254
Interior Pedestrian Connection Paths	\$18,450	\$ 0	\$ 18,450	\$ 19,563
Interfund Transfer (Owed to other fee components)	\$715,225	\$ 0	\$ 715,225	\$ 715,225
Subtotal	\$ 1,723,668	\$ 0	\$ 1,723,668	\$ 1,784,529
Water				
East/West Line in 2nd Road South of Christoffersen Parkway, Colorado to Greenbelt	\$ 183,353	\$ 0	\$ 183,353	\$ 194,418
Purple Pipe	\$ 191,262	\$ 0	\$ 191,262	\$ 202,805
City Contribution to Purple Pipe	(\$ 95,631)	\$ 0	(\$ 95,631)	(\$ 101,402)
Interfund Transfer (Owed from Transportation)	(\$ 500,234)	\$ 0	(\$ 500,234)	(\$ 500,234)
Subtotal	(\$ 221,251)	\$ 0	(\$ 221,251)	(\$ 204,414)
Administration				
Interfund Transfer (Owed from Transportation)	(\$ 48,315)	\$ 0	(\$ 48,315)	(\$ 48,315)
Subtotal Improvement Cost	\$ 1,418,290	\$ 0	\$ 1,418,290	\$ 1,503,886
Administration - 3% of Costs [2]				\$ 45,117
Total NETMP Fee Program Remaining Costs				\$ 1,549,002

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2019-20 prepared for the City of Turlock by EPS, December 2022.

[2] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 12 summarizes the remaining net costs by fee component after accounting for the fee fund balances. All NETMP fee fund components except for the Transportation component have net remaining costs that are less than zero, indicating that, at this time, sufficient funds have been collected to fund remaining all improvements. In total, the NETMP fee fund currently has an estimated \$2.0 million of surplus funds, as summarized by component below:

Estimated Net Remaining Costs	
Sanitary Sewer	(\$ 250,000)
Storm Drainage	(\$ 1,271,000)
Transportation	\$ 291,000
Water	(\$ 754,000)
Administration	(\$ 65,000)
Total	(\$ 2,049,000)

Amount and Timing of Remaining Funding

No remaining funding is necessary, as the City has collected enough NETMP fee revenue to fund the remaining infrastructure costs. In addition to the estimated \$2.0 million in current surplus NETMP funds summarized above, future NETMP fees, if collected, would result in a greater surplus. As discussed previously, future NETMP fees have been reduced from approximately \$37,000 to \$52,000 per dwelling unit (depending on the unit type) to \$3,000 per dwelling unit for all dwelling units, and therefore, the amount of potential additional surplus funds would be minimal. NETMP fees are collected at the issuance of building permits for development in the NETMP.

The remaining improvements are to be located on undeveloped land that is privately owned by individual developers. The developers will construct the improvements and be reimbursed through the NETMP Fee Program. The timing of construction will depend on the rate of the remaining future residential development and will be determined by the developers who will construct the improvements.

Table 12
Turlock Annual Report
NETMP Fee Program Net Remaining Costs (2021\$)

Item	Source	Cost (2021\$)					Total
		Sanitary Sewer	Storm Drainage	Transportation	Water	Admin.	
Remaining Costs	Table 11	(\$ 57,138)	\$ 29,224	\$ 1,784,529	(\$ 204,414)	(\$ 3,199)	\$ 1,549,002
Less Fund Balance	Table 10	(\$ 192,918)	(\$ 1,300,003)	(\$ 1,493,267)	(\$ 549,661)	(\$ 61,386)	(\$ 3,597,234)
Net Remaining Costs		(\$ 250,056)	(\$ 1,270,779)	\$ 291,263	(\$ 754,075)	(\$ 64,585)	(\$ 2,048,232)
Sufficient Funds Available to Complete Improvements		Yes	Yes	No	Yes	Yes	Yes
Percentage of Total Improvements Funded by Fee Program		100%	100%	100%	100%	100%	100%

5. North Turlock Master Plan

Fee Program Overview

The developable land in the NTMP Area consists of residential, office, and public school uses. The NTMP Fee Program was established to charge development impact fees to new development for specific plan infrastructure needed to serve the NTMP Area. Most of the improvements have already been completed. The components of the NTMP Fee Program are summarized below:

- **Sanitary Sewer:** Funds sewer system infrastructure, including sewer line and lift station improvements.
- **Storm Drainage:** Funds storm drainage improvements, including storm line, lift station, and storm water storage improvements.
- **Transportation:** Funds street, traffic signal, and bike and pedestrian paths improvements.
- **Administration:** Funds administration of the NTMP Fee Program.

Current Fee Schedule

Table 13 shows the current fee schedule for the NTMP Fee Program. These fees are effective from October 1, 2022, through December 31, 2022.

Fee Fund Activity

Table 14 shows the NTMP Fee Program Fund activity for Fiscal Year 2020–21. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the four components.

During the fiscal year, revenue was derived from interest income only. There is no remaining development in the NTMP, so there was no fee revenue. The following expenses were incurred:

- Bank charges.

There were no loans and no refunds made or allocated from the NTMP Fee Program.

Table 13
Turlock Annual Report
NTMP Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)				Total
	Sanitary Sewer	Storm Drainage	Transportation	Admin.	
Residential			<i>per dwelling unit</i>		
Low Density	\$ 2,907.79	\$ 3,751.42	\$ 9,306.24	\$ 478.96	\$ 16,444.41
Medium Density	\$ 2,907.79	\$ 2,362.61	\$ 9,306.24	\$ 437.29	\$ 15,013.93
High Density	\$ 2,907.79	\$ 1,763.15	\$ 9,306.24	\$ 419.32	\$ 14,396.50
Nonresidential			<i>per acre</i>		
Elementary School	\$ 8,315.64	\$ 2,722.07	\$ 52,297.82	\$ 1,900.09	\$ 65,235.62
Office	\$ 16,575.12	\$ 38,704.79	\$ 196,349.04	\$ 7,548.87	\$ 259,177.82

Source: City of Turlock

Table 14
Turlock Annual Report
NTMP Fee Summary (FY 2020-21)

Item	Sanitary Sewer	Storm Drainage	Transportation	Administration	Total
Beginning Balance	\$ 851,626	\$ 479,383	\$ 900,985	(\$ 5,047)	\$ 2,226,948
Revenue					
Interest Income	\$ 4,413	\$ 2,509	\$ 4,668	\$ 0	\$ 11,590
Market Valuation	\$ 0	(\$ 14,578)	\$ 0	\$ 0	(\$ 14,578)
Total	\$ 4,413	(\$ 12,069)	\$ 4,668	\$ 0	(\$ 2,988)
Expenses					
Bank Charges	\$ 0	\$ 0	(\$ 376)	\$ 0	(\$ 376)
Total	\$ 0	\$ 0	(\$ 376)	\$ 0	(\$ 376)
Ending Balance	\$ 856,039	\$ 467,315	\$ 905,278	(\$ 5,047)	\$ 2,223,584

Source: City of Turlock

Remaining Improvements

Table 15 details the remaining improvement and fee administration costs. All improvement costs will be funded by the NTMP Fee Program revenues. The costs are based on the remaining improvement costs detailed in the 2001 NTMP Fee Nexus Study. Because the majority of the improvements have now been completed, the City recently prepared an updated list of remaining improvements. The 2001 remaining costs have been updated to 2020 dollars using the change in the Engineering News-Record CCI for San Francisco from September 2001 through March 2020.

Table 16 summarizes the remaining net costs by fee component after accounting for the fee fund balances. All NTMP fee fund components except for the Administration component have net remaining costs that are less than zero, indicating that, at this time, sufficient funds have been collected to fund remaining all improvements. In total, the NTMP fee fund currently has an estimated \$1.8 million of surplus funds, as summarized by component below:

Estimated Net Remaining Costs	
Sewer	(\$ 634,000)
Storm Drainage	(\$ 261,000)
Transportation	(\$ 905,000)
Administration	\$ 18,000
Total	(\$ 1,782,000)

Amount and Timing of Remaining Funding

There is no projected remaining development in the NTMP Area, so there is no future fee revenue to be collected. There is more than sufficient NTMP program revenue available to construct all remaining improvements, so the improvements should be constructed as soon as it is feasible.

Table 15
Turlock Annual Report
NTMP Fee Program Remaining Costs

Project	Costs (2020\$)			Cost (2021\$)
	Costs [1]	Less Completed	Remaining Cost	
Cost Adjustment				
San Francisco CCI - March 2020 [1]				1,012.13
San Francisco CCI - September 2021				1,073.21
Cost Increase Factor				1.06
NTMP-Funded Percentage of Total				100%
Sanitary Sewer				
Mt View Systems - Payback for Pitman HS Pump Station	\$ 101,246	\$ 0	\$ 101,246	\$ 107,356
Kilroy/Walnut Systems - Payback for Pitman HS Pump Station	\$ 107,996	\$ 0	\$ 107,996	\$ 114,513
Subtotal	\$ 209,241	\$ 0	\$ 209,241	\$ 221,869
Storm Drainage				
1st St. N/O Christoffersen Off Mid Storm Line	\$ 116,822	\$ 0	\$ 116,822	\$ 123,873
2nd St. N/O Christoffersen Off Mid Storm Line	\$ 77,881	\$ 0	\$ 77,881	\$ 82,582
Subtotal	\$ 194,704	\$ 0	\$ 194,704	\$ 206,454
Subtotal Improvement Cost	\$ 403,945	\$ 0	\$ 403,945	\$ 428,324
Administration - 3% of Costs			\$ 12,118	\$ 12,850
Total NWTSP Area Fee Program Remaining Costs			\$ 416,063	\$ 441,173

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2019-20 prepared for the City of Turlock by EPS, December 2022.

[2] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 16
Turlock Annual Report
NTMP Fee Program Net Remaining Costs (2021\$)

Item	Source	Cost (2021\$)				Total
		Sanitary Sewer	Storm Drainage	Transportation	Administration	
Remaining Costs	Table 15	\$ 221,869	\$ 206,454	\$ 0	\$ 12,850	\$ 441,173
Less Fund Balance	Table 14	(\$ 856,039)	(\$ 467,315)	(\$ 905,278)	\$ 5,047	(\$ 2,223,584)
Net Remaining Costs		(\$ 634,169)	(\$ 260,860)	(\$ 905,278)	\$ 17,897	(\$ 1,782,411)
Sufficient Funds Available to Complete Improvements		Yes	Yes	Yes	No	Yes
Percentage of Total Improvements Funded by Fee Program		100%	100%	100%	100%	100%

6. East Tuolumne Master Plan

Fee Program Overview

The developable land in the ETMP Area consists of residential uses only. The ETMP Fee Program was established to charge development impact fees to new development for specific plan infrastructure needed to serve the ETMP Area. The components of the ETMP Fee Program are summarized below:

- **Transportation:** These improvements include road improvements, irrigation improvements, and underground electrical improvements to roads that border the ETMP area.
- **Sanitary Sewer:** Funds sewer system infrastructure, including a pump station and series of new sewer mains.
- **Water:** Funds water infrastructure, including a series of water lines.
- **Administration:** Funds administration of the ETMP Fee Program.

Current Fee Schedule

Table 17 shows the current fee schedule for the ETMP Fee Program. These fees are effective from October 1, 2022, through December 31, 2022.

Fee Fund Activity

Table 18 shows the ETMP Fee Program Fund activity for Fiscal year 2020–21. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the three components. During the fiscal year, revenue was derived from ETMP Area development impact fees. No expenses were incurred.

ETMP Fee Credits

In December 2019 and February 2021, the City entered into Subdivision Improvement Agreements (SIA) between Fairbanks Ranch 1, LLC., and KB Home North Bay, LLC., respectively. Fairbanks Ranch 1, LLC., agreed to build capital improvements for the Fairbanks Ranch Subdivision located in the ETMP Area. KB Home North Bay, LLC., agreed to build capital improvements for the Les Chateaux Subdivision located in the ETMP Area.

Table 19 shows the ETMP Fee Program credit activity Fiscal Year 2020–21. It summarizes the beginning balance of credits, net any credits used in previous fiscal years, the credits received in Fiscal Year 2020–21, and the remaining balance.

Table 17
Turlock Annual Report
ETMP Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)				Total
	Transportation	Sanitary Sewer	Portable Water	Admin.	
Residential			<i>per dwelling unit</i>		
Very Low Density	\$ 13,541.90	\$ 4,143.56	\$ 3,755.68	\$ 1,072.06	\$ 22,513.20
Low Density	\$ 13,541.90	\$ 4,143.56	\$ 2,933.55	\$ 1,030.95	\$ 21,649.96
Medium/Low Density	\$ 13,541.90	\$ 3,397.00	\$ 1,251.49	\$ 909.52	\$ 19,099.91
Medium Density	\$ 13,541.90	\$ 3,297.04	\$ 853.84	\$ 884.64	\$ 18,577.42
High Density	\$ 9,459.33	\$ 2,749.36	\$ 1,028.27	\$ 661.85	\$ 13,898.81
Cost Recovery Fee			<i>per acre</i>		
073-013-003					\$ 64,986.00
073-013-003					\$ 31,532.00
073-016-006					\$ 31,532.00
073-016-007					\$ 18,279.00

Source: City of Turlock

Table 18
Turlock Annual Report
ETMP Fee Program Fund Summary (FY 2020-21)

Item	Transportation	Sanitary Sewer	Storm Drainage	Water	Administration [1]	Total
Beginning Balance	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 162,155)	(\$ 162,155)
Revenue						
Interest Income	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Development Fees	\$ 0	\$ 0	\$ 0	\$ 0	\$ 50,927	\$ 50,927
Total	\$ 0	\$ 0	\$ 0	\$ 0	\$ 50,927	\$ 50,927
Expenses						
Bank Charges	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Ending Balance	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 111,228)	(\$ 111,228)

Source: City of Turlock

[1] Staff time was charged for administering the fee program before any fees had been collected.

Table 19
Turlock Annual Report
ETMP Fee Program Remaining Credits

Fund Component	EMTP Credits					
	Fairbanks Ranch			Les Chateaux		
	Capital Improvements (Credits Owed)	Credits Received	Balance	Capital Improvements (Credits Owed)	Credits Received	Balance
Transportation	\$ 1,200,531			\$ 985,386		
FY 19/20		\$ 11,102			\$ 0	
FY 20/21		\$ 669,201			\$ 0	
Subtotal Transportation	\$ 1,200,531	\$ 680,303	\$ 520,228	\$ 985,386	\$ 0	\$ 985,386
Sanitary Sewer	\$ 936,382			\$ 0		
FY 19/20		\$ 3,397			\$ 0	
FY 20/21		\$ 204,763			\$ 0	
Subtotal Sewer	\$ 936,382	\$ 208,160	\$ 728,222	\$ 0	\$ 0	\$ 0
Water	\$ 76,676			\$ 366,874		
FY 19/20		\$ 2,405			\$ 0	
FY 20/21		\$ 144,967			\$ 0	
Subtotal Water	\$ 76,676	\$ 147,372	(\$ 70,696)	\$ 366,874	\$ 0	\$ 366,874
Total	\$ 2,213,589	\$ 1,035,835	\$ 1,177,753	\$ 1,352,260	\$ 0	\$ 1,352,260

Source: City of Turlock

[1] Originally, Reimbursement was owed to Fairbanks Ranch based on the total Capital Improvements for the Sewer Component of the ETMP Program while both water and transportation components had fees due based on the original fee obligation. Because of the oversizing in Sewer, reimbursements were converted into credit for the fee obligations due in the Water Component for the 2020-21 Fiscal Year.

Remaining Improvements

Table 20 details the remaining ETMP Fee Program improvement and fee administration costs. All improvement costs will be funded by the ETMP Fee Program fees. The costs are based on the remaining costs detailed in the 2019 ETMP Fee Nexus Study Update and subsequent AB1600 reports. The remaining costs have been updated to 2021 dollars using the change in the Engineering News-Record Construction Cost Index (CCI) for San Francisco from March 2020 through September 2021. In total, approximately \$1.3 million in improvements remain to be constructed.

Table 21 summarizes the remaining net costs by fee component after accounting for the existing fund balance. At this time, sufficient funds have not been collected to fund all the remaining improvements. For each fee component, additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$1.3 million in additional funding is needed to fully finance the remaining fee program costs, as summarized by component below:

Estimated Net Remaining Costs	Credits Owed		Credits Used		Credits Remaining	
	Fairbanks	Les Chateaux	Fairbanks	Les Chateaux	Fairbanks	Les Chateaux
Transportation	\$ 764,000	\$ 1,200,531	\$ 985,386	(\$ 680,303)	\$ 0	\$ 520,228
Sewer	\$ 0	\$ 936,382	\$ 0	(\$ 208,160)	\$ 0	\$ 728,222
Water	\$ 342,000	\$ 76,676	\$ 366,874	(\$ 147,372)	\$ 0	(\$ 70,696)
Administration	\$ 167,000					\$ 366,874
Total	\$ 1,273,000	\$ 2,213,589	\$ 1,352,260	(\$ 1,035,835)	\$ 0	\$ 1,177,753

Amount and Timing of Remaining Funding

ETMP Fee Program revenue will provide the financing needed to fully fund the remaining improvements and fee administration costs summarized above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of building permits for development in the ETMP area. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 20
Turlock Annual Report
ETMP Fee Program Remaining Costs

Project	Remaining Costs (2020\$)			Cost (2021\$)
	Total Cost [1]	Less Completed	Remaining Cost	
Cost Adjustment				
San Francisco CCI - March 2020 [1]				1,012.13
San Francisco CCI - September 2021				1,073.21
Cost Increase Factor				1.06
ETMP-Funded Percentage of Total				100%
Transportation				
Tuolumne Rd Improvements from West Master Plan line to Waring	\$ 0	\$ 0	\$ 0	\$ 0
Waring Rd Improvements from Tuolumne Rd to Monte Vista	\$ 0	\$ 0	\$ 0	\$ 0
TID Irrigation Improvements on Tuolumne Rd from West Master Plan line to Waring	\$ 0	\$ 0	\$ 0	\$ 0
TID Irrigation Improvements on Waring North of Tuolumne	\$ 0	\$ 0	\$ 0	\$ 0
Quincy Rd Improvements from Tuolumne to Monte Vista	\$ 251,857	\$ 0	\$ 251,857	\$ 267,057
Waring Rd Improvements from Tuolumne Rd to Wyndfair #3	\$ 0	\$ 0	\$ 0	\$ 0
TID Electrical Undergrounding on Tuolumne Rd from West Master Plan line to Waring	\$ 188,258	\$ 0	\$ 188,258	\$ 199,620
TID Electrical Undergrounding on Waring North of Tuolumne	\$ 137,697	\$ 0	\$ 137,697	\$ 146,007
TID Electrical Undergrounding on Waring South of Tuolumne	\$ 143,076	\$ 0	\$ 143,076	\$ 151,711
Subtotal	\$ 720,888	\$ 0	\$ 720,888	\$ 764,395
Sanitary Sewer				
Pump Station at Storm Basin #1	\$ 0	\$ 0	\$ 0	\$ 0
Sewer Force Main in Lafitte Rothchild Dr. (6")	\$ 0	\$ 0	\$ 0	\$ 0
Sewer Force Main in Tuolumne Rd (6")	\$ 0	\$ 0	\$ 0	\$ 0
Sewer Force Main in Waring south (6")	\$ 0	\$ 0	\$ 0	\$ 0
Sewer Force Main in Hawkeye (6")	\$ 0	\$ 0	\$ 0	\$ 0
Sewer Main in Tuolumne Rd (8")	\$ 0	\$ 0	\$ 0	\$ 0
Sewer Main in Lafitte Rothchild Tuolumne to Pump Station (8" & 10")	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal	\$ 0	\$ 0	\$ 0	\$ 0

Table 20
Turlock Annual Report
ETMP Fee Program Remaining Costs

Project	Remaining Costs (2020\$)			Cost (2021\$)
	Total Cost [1]	Less Completed	Remaining Cost	
Water				
Water Line in Tuolumne (10")	\$ 0	\$ 0	\$ 0	\$ 0
Water Line in Waring Road North of Tuolumne Road (12")	\$ 0	\$ 0	\$ 0	\$ 0
Water Line in Waring Road South of Tuolumne Road (12")	\$ 0	\$ 0	\$ 0	\$ 0
Water Line in Monte Vista Ave (24")	\$ 107,240	\$ 0	\$ 107,240	\$ 113,712
Water Line in Quincy Road (16")	\$ 326,762	\$ 0	\$ 326,762	\$ 346,483
Less City share for increased size on Quincy (Surface Water Infrastructure)	(\$ 38,996)	\$ 0	(\$ 38,996)	(\$ 41,350)
Less City share for increased size on Monte Vista (Surface Water Infrastructure)	(\$ 72,614)	\$ 0	(\$ 72,614)	(\$ 76,996)
Subtotal	\$ 322,392	\$ 0	\$ 322,392	\$ 341,849
Subtotal Improvement Cost	\$ 1,043,280	\$ 0	\$ 1,043,280	\$ 1,106,243
Administration - 5% of Costs [2]				\$ 55,312
Total ETMP Area Fee Program Remaining Costs				\$ 1,161,555

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2019-20 prepared for the City of Turlock by EPS, December 2022.

[2] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, actual administration is equal to 5% of the current fee.

Table 21
Turlock Annual Report
ETMP Fee Program Net Remaining Costs (2021\$)

Item	Source	Cost (2021\$)				Total
		Transportation	Sanitary Sewer	Portable Water	Administration	
Remaining Costs	Table 20	\$ 764,395	\$ 0	\$ 341,849	\$ 55,312	\$ 1,161,555
Less Fund Balance	Table 18	\$ 0	\$ 0	\$ 0	\$ 111,228	\$ 111,228
Net Remaining Costs		\$ 764,395	\$ 0	\$ 341,849	\$ 166,540	\$ 1,272,783
Sufficient Funds Available to Complete Improvements		No	Yes	No	No	No
Percentage of Total Improvements Funded by Fee Program		100%	100%	100%	100%	100%

7. Master Storm Fee Program

Fee Program Overview

The Master Storm Fee Program is a citywide fee program that provides funding for storm drainage facilities needed to serve development in all areas of the City. As growth in the City occurs and more users are added to the system, the increased level of service will result in capacity deficiencies. The Master Storm Fee Program was established to provide funding for upgrades to existing storm drainage facilities to correct future deficiencies, as well as for construction of new storm drainage system facilities. These facilities include master storm drains and master detention basins. In 2015, the Master Storm Drainage Development Impact Fee Nexus Study was prepared to update the Master Storm Fees based on new land use and growth projections as well as estimated storm drainage facility needs and costs. In addition to other updates, it should be noted that the updated improvements included improvements that had been transferred from the WISP and NWTSP Fee Programs to close the storm drainage components in those two fee programs.

The components of the Master Storm Fee Program are summarized below:

- **Storm Drainage:** Funds master storm drains and master detention basins.
- **Administration:** Funds administration of the Master Storm Fee Program.

Current Fee Schedule

Table 22 shows the current fee schedule for the Master Storm Fee Program. These fees are effective from October 1, 2022, through December 31, 2022. Note that while it is not specified in the City fee schedule, 3 percent of each fee is designated for fee administration, and the remaining amount is designated for capital expenses.

Fee Fund Activity

Table 23 shows the Master Storm Fee Program Fund activity for Fiscal Year 2020–21. It summarizes the beginning balance, revenues, expenses, and ending balance.

Table 22
Turlock Annual Report
Master Storm Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)
Residential	
Low Density Residential	\$ 8,702.39
Medium Density Residential	\$ 15,242.05
High Density Residential	\$ 15,242.05
Nonresidential	
Commercial	\$ 21,802.35
Office	\$ 21,802.35
Industrial	\$ 21,802.35

Source: City of Turlock

Table 23
Turlock Annual Report
Master Storm Fee Program Fund Summary (FY 2020-21)

Item	Amount
Beginning Balance	\$ 2,766,945
Revenue	
Interest Income	\$ 16,671
Market Valuation	(\$ 12,463)
Development Fees - Storm Drainage	\$ 1,332,663
Development Fees - Administration	\$ 40,000
Total	\$ 1,376,870
Less Expenses	
Bank Charges	(\$ 521)
Reporting	(\$ 259)
Contract Services General	(\$ 5,500)
Total Expenses	(\$ 6,279)
Ending Balance	\$ 4,137,535

City of Turlock

During the fiscal year, revenue was derived from interest income and Master Storm development impact fees.

Expenses were incurred for the following items.

- Bank charges.
- Administrative Reporting.
- General Contract Services

Remaining Improvements

Table 24 details the total and remaining improvement and fee administration costs to be funded by the Master Storm Fee Program, which comprise approximately 53 percent of the total improvement costs. The costs are based on the remaining costs detailed in the 2015 Master Storm Drainage Development Impact Fee Nexus Study and subsequent AB1600 reports. **Table 24** shows the remaining costs that have been updated to 2021 dollars using the change in the Engineering News-Record CCI using the change in the Engineering News-Record CCI for San Francisco from March 2020 through September 2021.

Table 25 summarizes the remaining net costs in 2021 dollars after accounting for the fee fund balance. At this time, sufficient funds have not been collected to fund all remaining improvements. Additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$49.6 million in additional funding is needed to fully finance the remaining storm drainage improvements and administrative costs.

Amount and Timing of Remaining Funding

Future Master Storm Fee Program revenue will provide the financing needed to fully fund the remaining improvements and administration costs discussed above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of final maps for development in the City. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 24
Turlock Annual Report
Master Storm Fee Program Remaining Costs

				Total Master Storm Fee-Funded Cost (2020\$)			
Item	Type	Description/Street	Description/Limits	Costs [1]	Less Completed	Remaining Cost	Remaining Cost (2021\$)
Cost Adjustment							
San Francisco CCI - March 2020 [1]							1,012.13
San Francisco CCI - September 2021							1,073.21
Cost Increase Factor							1.06
Total Improvements Cost (from 2015 Nexus Study) [2]				\$ 83,828,000			
Total Master Storm Fee-Funded Cost (from 2015 Nexus Study) [2]				\$ 44,468,500			
Master Storm Fee-Funded Percentage of Total				53%			
Existing Service Area MASTER CIP							
Pipelines							
ESD-2	Pipe	Christoffersen Pkwy	Pump Station No. 31 Wet Well to Walnut Rd (Walnut Pump Station #1 Wet Well)	\$ 386,330	\$ 0	\$ 386,330	\$ 409,646
ESD-3	Pipe	Monte Vista Dr	Four Seasons Dr to Walnut Rd	\$ 109,100	\$ 0	\$ 109,100	\$ 115,685
ESD-4	Pipe	Countryside Dr	West side of Staples/Walmart Shopping Center, parallel to Countryside Dr	\$ 12,173	\$ 0	\$ 12,173	\$ 12,908
ESD-6	Pipe	Colorado Ave	Waldorf Dr to Tuolumne Rd	\$ 9,302	\$ 0	\$ 9,302	\$ 9,864
ESD-8	Pipe	Castleview Dr	Quincy Rd to west of Palace Ct	\$ 71,949	\$ 0	\$ 71,949	\$ 76,291
ESD-9	Pipe	Johnson Rd	Tuolumne Rd to north of Castleview Dr	\$ 16,021	\$ 0	\$ 16,021	\$ 16,987
ESD-14	Pipe	Almond Ave	Almond Ave and Golden State Blvd	\$ 26,873	\$ 0	\$ 26,873	\$ 28,495
ESD-23	Pipe	Montana Ave	East of Hwy 99 to West Ave South	\$ 35,486	\$ 0	\$ 35,486	\$ 37,628
ESD-29	Pipe	Kilroy Rd	Parallel Pipe from Industrial Rowe to Spengler Way	\$ 28,596	\$ 0	\$ 28,596	\$ 30,322
ESD-45	Pipe	Quincy Rd	Canal Dr to East Ave	\$ 295,088	\$ 0	\$ 295,088	\$ 312,897
ESD-46	Pipe	East Ave	Quincy Rd to Southeast 2 Area Pump Station (ESD-PS-6)	\$ 206,200	\$ 0	\$ 206,200	\$ 218,644
Pump Stations/Basins							
ESD-PS-6	Pump Station	East Ave	East of Daubenberger Rd	\$ 849,835	\$ 0	\$ 849,835	\$ 901,123
ESD-FM-1	Force Main	East Ave	Dual Force Mains to Northern East Linear Basin	\$ 728,102	\$ 0	\$ 728,102	\$ 772,043
ESD-BN-1	Basin	Northern East Linear Basin	Northern East Linear Basin	\$ 528,735	\$ 0	\$ 528,735	\$ 560,645
	Land Acquisition	Northern East Linear Basin	Northern East Linear Basin	\$ 643,118	\$ 0	\$ 643,118	\$ 681,931
Buildout System Improvements							
Pipelines							
FSD-1	Pipe	Monte Vista Dr	Summer Creek Dr to Four Seasons Dr	\$ 89,118	\$ 0	\$ 89,118	\$ 94,496
FSD-3	Pipe	Tully Rd	Branding Iron Dr to Fulkerth Rd	\$ 21,016	\$ 0	\$ 21,016	\$ 22,285
FSD-4	Pipe	Oxford Ave, Pedras Rd	Jacquelinelee Dr to Northeast of Divanian Dr	\$ 130,920	\$ 0	\$ 130,920	\$ 138,822
FSD-5	Pipe	Kilroy Rd	Parallel Pipe from Castor St to Industrial Rowe	\$ 26,931	\$ 0	\$ 26,931	\$ 28,556
FSD-6	Pipe	Syracuse Ave	Palm St to Geer Rd	\$ 91,817	\$ 0	\$ 91,817	\$ 97,358
FSD-7	Pipe	Golden State Blvd	Monroe Ave to Geer Rd	\$ 21,533	\$ 0	\$ 21,533	\$ 22,833
FSD-8	Pipe	Washington Rd, Canal Dr	Fulkerth Rd to Fransil Ln	\$ 285,958	\$ 0	\$ 285,958	\$ 303,216
FSD-9	Pipe	Unnamed Rd	Fulkerth Rd to Canal Dr	\$ 509,901	\$ 0	\$ 509,901	\$ 540,674
FSD-10	Pipe	Canal Dr	Dianne Dr to Fransil Ln	\$ 76,370	\$ 0	\$ 76,370	\$ 80,979
FSD-11	Pipe	Tegner Rd	South of Fulkerth Rd to Canal Dr	\$ 310,075	\$ 0	\$ 310,075	\$ 328,788
FSD-12	Pipe	Tegner Rd	North of West Main St to Canal Dr	\$ 354,863	\$ 0	\$ 354,863	\$ 376,280
FSD-13	Pipe	Fransil Ln	Fulkerth Rd to Canal Dr	\$ 87,969	\$ 0	\$ 87,969	\$ 93,278
FSD-14	Pipe	Fransil Ln	Canal Dr to West Main St, to FSD-PS-2 Wet Well	\$ 111,053	\$ 0	\$ 111,053	\$ 117,755

Table 24
Turlock Annual Report
Master Storm Fee Program Remaining Costs

Item	Type	Description/Street	Description/Limits	Total Master Storm Fee-Funded Cost (2020\$)			
				Costs [1]	Less Completed	Remaining Cost	Remaining Cost (2021\$)
FSD-18	Pipe	West Main St, Clinton Rd, Fransil Ln	Near intersection of West Main St and Clinton Rd, and along Fransil Ln	\$ 599,478	\$ 0	\$ 599,478	\$ 635,657
FSD-19	Pipe	West Main St	Clinton Rd to Fransil Ln	\$ 395,058	\$ 0	\$ 395,058	\$ 418,900
FSD-20	Pipe	West Main St	Dianne Dr to Kilroy Rd	\$ 254,950	\$ 0	\$ 254,950	\$ 270,337
FSD-21	Pipe	Tegner Rd	West Main St to Liberty Square Pkwy	\$ 616,704	\$ 0	\$ 616,704	\$ 653,923
FSD-22	Pipe	Tegner Rd	Linwood Ave to south of Humphrey Ct	\$ 329,598	\$ 0	\$ 329,598	\$ 349,490
FSD-23	Pipe	Washington Rd, Ruble Rd	Clayton Rd to FSD-PS-2 Wet Well	\$ 788,968	\$ 0	\$ 788,968	\$ 836,583
FSD-24	Pipe	Linwood Ave, Unnamed Rd	Linwood Ave and along Unnamed Rd, to FSD-PS-2 Wet Well	\$ 1,064,590	\$ 0	\$ 1,064,590	\$ 1,128,839
FSD-25	Pipe	Ruble Rd	Tegner Rd to Unnamed Rd	\$ 79,586	\$ 0	\$ 79,586	\$ 84,389
FSD-26	Pipe	Linwood Ave	Glenwood Ave to Kilroy Rd	\$ 1,427,492	\$ 0	\$ 1,427,492	\$ 1,513,643
FSD-27	Pipe	Kilroy Rd	Linwood Ave to Spengler Way	\$ 721,211	\$ 0	\$ 721,211	\$ 764,737
FSD-28	Pipe	Soderquist Rd	South Ave to Jordan Ave	\$ 446,737	\$ 0	\$ 446,737	\$ 473,699
FSD-29	Pipe/Casing(1)	Highway 99	West of Soderquist Rd to the east side of Highway 99, north of Venture Ln	\$ 375,535	\$ 0	\$ 375,535	\$ 398,199
FSD-30	Pipe	North of Venture Ln, Walnut Rd	Soderquist Rd to Walnut Rd, Linwood Ave to Venture Ln	\$ 806,194	\$ 0	\$ 806,194	\$ 854,849
FSD-31	Pipe	Unnamed Dr	South of Hawkeye Ave to north of Canal Dr	\$ 693,649	\$ 0	\$ 693,649	\$ 735,511
FSD-32	Pipe	Unnamed Dr	South of Canal Dr to East Ave	\$ 729,250	\$ 0	\$ 729,250	\$ 773,261
FSD-33	Pipe	West of Verduga Rd	Connection pipeline from Northern to Southern East Linear Basin	\$ 84,524	\$ 0	\$ 84,524	\$ 89,625
FSD-34	Pipe	Johnson Rd	South of East Ave to Unnamed Rd	\$ 218,201	\$ 0	\$ 218,201	\$ 231,369
FSD-35	Pipe	Johnson Rd	Unnamed Rd to Brier Rd	\$ 679,868	\$ 0	\$ 679,868	\$ 720,899
FSD-36	Pipe	Johnson Rd	Brier Rd to Linwood Ave	\$ 1,328,728	\$ 0	\$ 1,328,728	\$ 1,408,918
FSD-37	Pipe	Unnamed Rd, Brier Rd	Daubenberger Rd to Johnson Rd	\$ 1,612,389	\$ 0	\$ 1,612,389	\$ 1,709,699
FSD-38	Pipe	South of Brier Rd	FSD-BN-5 (Future Basin) to Johnson Rd	\$ 1,066,887	\$ 0	\$ 1,066,887	\$ 1,131,275
FSD-39	Pipe	Linwood Ave	West of Verduga Rd to Johnson Rd	\$ 1,020,950	\$ 0	\$ 1,020,950	\$ 1,082,566
FSD-40	Pipe	Paulson Rd	Center St to Linwood Ave at Future Pump Station (FSD-PS-3) Wet Well	\$ 1,419,453	\$ 0	\$ 1,419,453	\$ 1,505,119
FSD-41	Pipe	Linwood Ave	Johnson Rd to 5th St	\$ 991,091	\$ 0	\$ 991,091	\$ 1,050,904
FSD-42A	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 111,397	\$ 0	\$ 111,397	\$ 118,120
FSD-42B	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 664,938	\$ 0	\$ 664,938	\$ 705,068
FSD-42C	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 169,967	\$ 0	\$ 169,967	\$ 180,225
FSD-42D	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 88,429	\$ 0	\$ 88,429	\$ 93,766
FSD-42E	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 289,403	\$ 0	\$ 289,403	\$ 306,869
FSD-42F	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 689,055	\$ 0	\$ 689,055	\$ 730,640
FSD-42G	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 60,867	\$ 0	\$ 60,867	\$ 64,540
FSD-42H	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 365,199	\$ 0	\$ 365,199	\$ 387,239
FSD-42I	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 113,694	\$ 0	\$ 113,694	\$ 120,556
FSD-42J	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 153,889	\$ 0	\$ 153,889	\$ 163,176
FSD-42K	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 145,850	\$ 0	\$ 145,850	\$ 154,652
FSD-42L	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 169,967	\$ 0	\$ 169,967	\$ 180,225
FSD-42M	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 155,037	\$ 0	\$ 155,037	\$ 164,394
FSD-42N	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 129,772	\$ 0	\$ 129,772	\$ 137,604
FSD-42O	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 56,273	\$ 0	\$ 56,273	\$ 59,669
FSD-42P	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 160,780	\$ 0	\$ 160,780	\$ 170,483
FSD-42Q	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 76,944	\$ 0	\$ 76,944	\$ 81,588
FSD-43	Pipe	Lander Ave	Southeast 1 Area (FSD-PS-4) to Lander Ave	\$ 1,081,816	\$ 0	\$ 1,081,816	\$ 1,147,105
FSD-44	Pipe	Linwood Ave	5th St to Lander Ave	\$ 2,159,039	\$ 0	\$ 2,159,039	\$ 2,289,340
FSD-45	Pipe	Linwood Ave	West Linwood Ave Basin to Harding Drain Outfall	\$ 2,709,537	\$ 0	\$ 2,709,537	\$ 2,873,061

Table 24
Turlock Annual Report
Master Storm Fee Program Remaining Costs

				Total Master Storm Fee-Funded Cost (2020\$)			
Item	Type	Description/Street	Description/Limits	Costs [1]	Less Completed	Remaining Cost	Remaining Cost (2021\$)
Pump Stations/Basins							
FSD-PS-1	Pump Station	Fransil Ln & West Main St	At Fransil Ln and West Main St, Future Pump Station	\$ 85,673	\$ 0	\$ 85,673	\$ 90,843
FSD-PS-2	Pump Station	Ruble Rd	At Ruble Rd and Unnamed Rd, Future Pump Station	\$ 284,809	\$ 0	\$ 284,809	\$ 301,998
FSD-PS-3	Pump Station	Linwood Ave	At Johnson Rd	\$ 1,820,254	\$ 0	\$ 1,820,254	\$ 1,930,108
FSD-FM-1	Force Main	Linwood Ave	Johnson Rd to Verduga Rd (Dual Force Mains)	\$ 4,305,446	\$ 0	\$ 4,305,446	\$ 4,565,285
FSD-PS-4	Pump Station	Unnamed Rd	Southeast 1 Area Future Pump station	\$ 693,649	\$ 0	\$ 693,649	\$ 735,511
FSD-BN-1	Basin	Fransil Ln & West Main St	At Fransil Ln and West Main St, Future Retention Basin	\$ 102,440	\$ 0	\$ 102,440	\$ 108,622
FSD-BN-2	Land Acquisition	Fransil Ln & West Main St	At Fransil Ln and West Main St, Future Retention Basin	\$ 114,843	\$ 0	\$ 114,843	\$ 121,773
	Basin	Ruble Rd	At Ruble Rd and Unnamed Rd, Future Detention Basin	\$ 409,758	\$ 0	\$ 409,758	\$ 434,487
FSD-BN-3	Land Acquisition	Ruble Rd	At Ruble Rd and Unnamed Rd, Future Detention Basin	\$ 459,370	\$ 0	\$ 459,370	\$ 487,094
	Basin	Southern East Linear Basin	Southern East Linear Basin	\$ 1,750,200	\$ 0	\$ 1,750,200	\$ 1,855,827
FSD-BN-4	Land Acquisition	Southern East Linear Basin	Southern East Linear Basin	\$ 2,325,561	\$ 0	\$ 2,325,561	\$ 2,465,911
	Basin	Highway 99 Basin	Southeast 1 Area, Highway 99 new basin	\$ 715,469	\$ 0	\$ 715,469	\$ 758,648
FSD-BN-5	Land Acquisition	Highway 99 Basin	Southeast 1 Area, Highway 99 new basin	\$ 712,024	\$ 0	\$ 712,024	\$ 754,995
	Basin	Unnamed Rd	Southeast of Daubenberger Rd and Brier Rd	\$ 1,024,395	\$ 0	\$ 1,024,395	\$ 1,086,219
	Land Acquisition	Unnamed Rd	Southeast of Daubenberger Rd and Brier Rd	\$ 1,148,425	\$ 0	\$ 1,148,425	\$ 1,217,734
Total Remaining Improvement Costs				\$ 49,319,690	\$ 0	\$ 49,319,690	\$ 52,296,195
Fee Administration Cost (3%) [3]				\$ 1,479,591		\$ 1,479,591	\$ 1,568,886
Total Remaining Cost				\$ 50,799,280		\$ 50,799,280	\$ 53,865,081

Source: City of Turlock and EPS

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2019-20 prepared for the City of Turlock by EPS, December 2022.

[2] From Storm Master Storm Drainage Development Impact Fee Nexus Study dated September 18, 2015.

[3] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 25
Turlock Annual Report
Master Storm Fee Program Net Remaining Costs (2021\$)

Item	Source	Total Remaining Cost
Remaining Costs	Table 24	\$ 53,763,279
Less Fund Balance	Table 23	(\$ 4,137,535)
Net Remaining Costs		\$ 49,625,744
Sufficient Funds Available to Complete Improvements		No
Percentage of Total Improvements Funded by Fee Program		53%

8. Sewer Trunk Capacity Fee Program

Fee Program Overview

The Sewer Trunk Capacity (Sewer) Fee Program is a citywide fee program that provides funding for sanitary sewer facilities need to serve development in all areas of the City. The Sewer Fee Program was established to provide funding for the construction of citywide sewer trunk lines or the oversizing of normal-sized sewer lines to be used as sewer trunk lines. In 2015, the Sewer Trunk Capacity Development Impact Fee Nexus Study was prepared to update the Sewer Fees based on new land use and growth projections as well as estimated sewer trunk facility needs and costs.

The components of the Sewer Fee Program are summarized below:

- **Sanitary Sewer:** Funds construction of sewer trunk lines.
- **Administration:** Funds administration of the Sewer Fee Program.

Current Fee Schedule

Table 26 shows the current fee schedule for the Sewer Fee Program. These fees are effective from October 1, 2022 through December 31, 2022. Note that while it is not specified in the City fee schedule, 3 percent of each fee is designated for fee administration, and the remaining amount is designated for capital expenses.

Fee Fund Activity

Table 27 shows the Sewer Fee Program Fund activity for Fiscal year 2020–21. It summarizes the beginning balance, revenues, expenses, and ending balance. During the fiscal year, revenue was derived from interest income, line construction, and Sewer development impact fees.

The following expenses were incurred.

- Bank charges.
- Administrative Reporting.

There were no loans and no refunds made or allocated from the Sewer Fee Program.

Table 26
Turlock Annual Report
Sewer Trunk Capacity Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)
Residential	<i>per dwelling unit</i>
Very Low Density Residential	\$ 3,052.77
Low Density Residential	\$ 3,052.77
Low-Medium Density Residential	\$ 3,052.77
Medium Density Residential	\$ 2,416.31
High Density Residential	\$ 2,034.72
Subtotal Residential	
Nonresidential and Mixed Use	<i>per acre</i>
Downtown	\$ 254.86
Neighborhood Center	\$ 1,031.93
Office	\$ 636.46
Community Commercial/Office	\$ 763.19
Community Commercial	\$ 889.93
Highway Commercial	\$ 636.46
Heavy Commercial	\$ 636.46
Business Park	\$ 636.46
Industrial	\$ 1,653.12

Source: City of Turlock

Table 27
Turlock Annual Report
Sewer Trunk Capacity Fee Program Fund Summary (FY 2020-21)

Item	Amount
Beginning Balance	\$ 961,695
Revenue	
Interest Income	\$ 7,009
Market Valuation	\$ 7,504
Development Fees - Sewer (admin?)	\$ 29,661
Line Construcion	\$ 986,875
Total	\$ 1,031,049
Expenses	
Reporting	(\$ 259)
Bank Charges	(\$ 212)
Total Expenses	(\$ 471)
Ending Balance	\$ 1,992,273

City of Turlock

Remaining Improvements

Table 28 details the improvement and fee administration costs to be funded by the Sewer Fee Program, which comprise approximately 74 percent of the total costs. The costs are based on the remaining costs detailed in the 2015 Sewer Trunk Capacity Development Impact Fee Nexus Study and subsequent AB1600 reports. No construction has occurred since 2015, so the remaining improvements to be completed have not changed. The remaining costs have been updated to 2021 dollars using the change in the Engineering News-Record CCI for San Francisco from March 2020 through September 2021.

Table 29 summarizes the remaining net costs in 2021 dollars after accounting for the fee fund balance. At this time, sufficient funds have not been collected to fund all the remaining improvements. Additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$43.0 million in additional funding is needed to fully finance the remaining sewer improvements.

Amount and Timing of Remaining Funding

Future Sewer Fee Program revenue will provide the financing needed to fully fund the remaining improvements and administration costs discussed above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of building permits for development in the City. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 28
Turlock Annual Report
Sewer Trunk Capacity Fee Program Remaining Costs

Item	Type	Description/Street	Description/Limits	Costs (2020\$)			Cost (2021\$)
				Costs [1]	Less Completed	Remaining Cost	
Cost Adjustment							
		San Francisco CCI - March 2020 [1]					1,012.13
		San Francisco CCI - September 2021					1,073.21
		Cost Increase Factor					1.06
Total Improvements Cost (from 2019 Nexus Study) [2]				\$ 48,304,500			
Total Master Sewer Trunk Capacity Fee-Funded Cost (from 2019 Nexus Study) [2]				\$ 35,805,720			
Master Sewer Trunk Fee-Funded Percentage of Total				74%			
Existing System Improvements							
Pipelines							
ESS-1	Pipe	W. Main St./N. Soderquist Rd.	Julian St. to S. Tully Rd.	\$ 38,598	\$ 0	\$ 38,598	\$ 40,927
ESS-2	Pipe	Wayside Dr.	N. Denair Ave, to Geer Rd.	\$ 7,248	\$ 0	\$ 7,248	\$ 7,685
ESS-3	Pipe	Colorado Ave.	North of Escondido Ave. to south of Escondido Ave.	\$ 0	\$ 0	\$ 0	\$ 0
Projects to Remove Direct Connections to Sewer System(4)							
ESD-11	Pipe	Johnson Rd	Marshall St to Canal Dr	\$ 120,240	\$ 0	\$ 120,240	\$ 127,497
ESD-17	Pipe	D St	6th to Lander Ave	\$ 201,032	\$ 0	\$ 201,032	\$ 213,164
ESD-19	Pipe	West South Ave	Columbia St to High St	\$ 42,032	\$ 0	\$ 42,032	\$ 44,569
ESD-20	Pipe	West South Ave	High St to Vermont Ave	\$ 77,174	\$ 0	\$ 77,174	\$ 81,832
ESD-21	Pipe	West South Ave	Vermont Ave to South Ave	\$ 104,047	\$ 0	\$ 104,047	\$ 110,327
ESD-22	Pipe	West Ave South	South Ave to Linwood Ave	\$ 403,671	\$ 0	\$ 403,671	\$ 428,033
ESD-25	Pipe	Montana Ave	Gabriel St to West Ave South	\$ 108,009	\$ 0	\$ 108,009	\$ 114,528
ESD-26	Pipe	Lander Ave	E St to Linwood Ave, Adjust inverts to match proposed Linwood trunk line	\$ 339,015	\$ 0	\$ 339,015	\$ 359,475
ESD-43	Pipe	Canal Drive	Johnson Rd and Canal Dr, provides connection to canal trunk line	\$ 3,675	\$ 0	\$ 3,675	\$ 3,897
ESD-47	Pipe	Marshall St	Berkeley Ave to Johnson Rd	\$ 307,778	\$ 0	\$ 307,778	\$ 326,353
ESD-48	Pipe	Rose St	Merritt St to Canal Dr	\$ 269,306	\$ 0	\$ 269,306	\$ 285,559
ESD-50	Pipe	Olive Ave, Golden State Blvd	Thor St to southeast of Minerva St	\$ 748,773	\$ 0	\$ 748,773	\$ 793,963
ESD-51	Pipe/Casing(1)	Golden State Blvd, 1st Street	Pipe & Casing under Train Tracks, east of Golden State Blvd	\$ 174,561	\$ 0	\$ 174,561	\$ 185,096
ESD-52	Pipe	D St	1st St to 6th St	\$ 589,716	\$ 0	\$ 589,716	\$ 625,306
ESD-53	Pipe	F St	8th St to Lander Ave	\$ 145,850	\$ 0	\$ 145,850	\$ 154,652
ESD-55	Pipe	Lander Ave	D St to E St	\$ 203,960	\$ 0	\$ 203,960	\$ 216,270
ESD-57	Pipe	Linwood Ave	Lander Ave to West Linwood Ave Basin	\$ 1,722,982	\$ 0	\$ 1,722,982	\$ 1,826,966
ESD-58	Pipe	Columbia St	Locust St to West Ave South	\$ 244,615	\$ 0	\$ 244,615	\$ 259,377
ESD-59	Pipe	Castor St, Laurel St	Locust St to High St	\$ 74,648	\$ 0	\$ 74,648	\$ 79,153
ESD-60	Pipe	High St	Laurel St to West Ave South	\$ 273,325	\$ 0	\$ 273,325	\$ 289,821
ESD-61	Pipe	Vermont Ave	Orange St to West Ave South	\$ 220,498	\$ 0	\$ 220,498	\$ 233,805
ESD-62	Pipe	Martinez St, Williams Ave	Parnell Ave to West Ave South	\$ 95,319	\$ 0	\$ 95,319	\$ 101,072
ESD-63	Pipe	Orange St	South Ave to Montana Ave	\$ 283,087	\$ 0	\$ 283,087	\$ 300,171
ESD-64	Pipe	Lewis St	Maple St to Orange St	\$ 53,402	\$ 0	\$ 53,402	\$ 56,625
ESD-65	Pipe	Montana Ave	Orange St to west of Gabriel St	\$ 160,780	\$ 0	\$ 160,780	\$ 170,483
ESD-66	Pipe/Casing(1)	Linwood Ave, under Highway 99	Boring under Highway 99, under Linwood Ave	\$ 270,454	\$ 0	\$ 270,454	\$ 286,776
ESD-BN-2	Basin	Linwood Ave	West Linwood Ave Basin	\$ 1,561,628	\$ 0	\$ 1,561,628	\$ 1,655,875

Table 28
Turlock Annual Report
Sewer Trunk Capacity Fee Program Remaining Costs

Item	Type	Description/Street	Description/Limits	Costs (2020\$)			Cost (2021\$)
				Costs [1]	Less Completed	Remaining Cost	
Buildout System Improvements							
Pipelines							
FSS-1A	Pipe	E. Linwood Ave.	Golf Rd. to east of 5th St.	\$ 171,115	\$ 0	\$ 171,115	\$ 181,442
FSS-1B	Pipe	E. Linwood Ave.	S. Johnson Rd. to Golf Rd.	\$ 298,591	\$ 0	\$ 298,591	\$ 316,611
FSS-2	Pipe	S. Johnson Rd.	Briar Rd. to E. Linwood Ave.	\$ 534,018	\$ 0	\$ 534,018	\$ 566,246
FSS-3	Pipe	S. Johnson Rd.	South of East Ave. to Brier Rd.	\$ 176,857	\$ 0	\$ 176,857	\$ 187,531
FSS-4	Pipe	E. Linwood Ave.	S. Quincy Rd. to S. Johnson Rd.	\$ 218,201	\$ 0	\$ 218,201	\$ 231,369
FSS-5	Pipe	E. Linwood Ave.	East of S. Quincy Rd. to S. Quincy Rd.	\$ 174,561	\$ 0	\$ 174,561	\$ 185,096
FSS-6	Pipe	Brier Rd.	S. Quincy Rd. to S. Johnson Rd.	\$ 215,904	\$ 0	\$ 215,904	\$ 228,934
FSS-7	Pipe	Brier Rd.	S. Daubenberger Rd. to S. Quincy Rd.	\$ 179,154	\$ 0	\$ 179,154	\$ 189,967
FSS-8	Pipe	Alley north of East Ave.	N. Berkeley Avenue to Bell St.	\$ 375,535	\$ 0	\$ 375,535	\$ 398,199
FSS-9	Pipe	East Ave.	N. Quincy Rd. to N. Berkeley Ave.	\$ 614,407	\$ 0	\$ 614,407	\$ 651,488
FSS-10	Pipe	East Ave.	West of N. Verduga Rd. to N. Quincy Rd.	\$ 539,760	\$ 0	\$ 539,760	\$ 572,335
FSS-11	Pipe	West of N. Verduga Rd.	Canal Dr. to East Ave.	\$ 445,589	\$ 0	\$ 445,589	\$ 472,481
FSS-12	Pipe	West of N. Verduga Rd.	South of Hawkeye to Canal Dr.	\$ 169,967	\$ 0	\$ 169,967	\$ 180,225
FSS-13	Pipe	E. Glenwood Ave.	5th St. to Golf Rd.	\$ 195,232	\$ 0	\$ 195,232	\$ 207,015
FSS-14	Pipe	Golf Rd.	South of E. Glenwood Ave to E. Glenwood Ave.	\$ 180,303	\$ 0	\$ 180,303	\$ 191,184
FSS-15	Pipe	W. Glenwood Ave.	West of Lander Avenue to east of S. Walnut Rd.	\$ 390,465	\$ 0	\$ 390,465	\$ 414,030
FSS-16	Pipe	W. Glenwood Ave.	West of Lander Avenue to south of Linwood Ave.	\$ 265,286	\$ 0	\$ 265,286	\$ 281,297
FSS-24	Pipe	East of S. Washington Rd.	South of West Main St. to West Main St.	\$ 181,451	\$ 0	\$ 181,451	\$ 192,402
FSS-28	Pipe	Christoffersen Pkwy./N. Waring Rd.	Redirect Denair flows to 24-inch sewer on Christoffersen	\$ 1,754,794	\$ 0	\$ 1,754,794	\$ 1,860,698
FSS-29	Pipe	Golf Road	Glenwood Ave. to E. Linwood Ave.	\$ 289,403	\$ 0	\$ 289,403	\$ 306,869
Lift Stations							
LS-MR	Lift Station	Morgan Ranch	Assumed 2 pumps	\$ 933,670	\$ 0	\$ 933,670	\$ 990,018
LS-4	Lift Station	Kilroy Road	Assumed 3 pumps	\$ 2,020,080	\$ 0	\$ 2,020,080	\$ 2,141,994
LS-50	Lift Station	Tegner Road	Assumed 3 pumps	\$ 7,659,995	\$ 0	\$ 7,659,995	\$ 8,122,286
	Force Main	N. Walnut Rd.	Extend existing 18-inch force main	\$ 569,619	\$ 0	\$ 569,619	\$ 603,996
LS-57	Lift Station	Piccadilly Lane	Assumed 2 pumps	\$ 3,264,973	\$ 0	\$ 3,264,973	\$ 3,462,018
LS-63	Lift Station	Fulkerth/Tegner	Assumed 2 pumps	\$ 2,778,040	\$ 0	\$ 2,778,040	\$ 2,945,699
LS-67	Lift Station	Humphrey Ct.	Assumed 2 pumps	\$ 1,011,763	\$ 0	\$ 1,011,763	\$ 1,072,824
LS-GS	Lift Station	Golden State Blvd.	Assumed 3 pumps (current capacity unknown)	\$ 1,714,599	\$ 0	\$ 1,714,599	\$ 1,818,077
LS-Main	Lift Station	Main St. Near Clinton Rd.	Assumed 3 pumps (current capacity unknown)	\$ 2,570,175	\$ 0	\$ 2,570,175	\$ 2,725,289
LS-Ind	Lift Station	New Industrial Lift Station	Assumed 2 pumps	\$ 1,639,951	\$ 0	\$ 1,639,951	\$ 1,738,924
	Force Main	S. Washington Rd.	W. Linwood Ave. to W. Main St.	\$ 1,092,152	\$ 0	\$ 1,092,152	\$ 1,158,065
	Land Acquisition	Corner of S. Washington Rd. and W. Linwood Ave.	Land Acquisition assumed 0.25 acres	\$ 21,820	\$ 0	\$ 21,820	\$ 23,137
	Less Lift Station in WISP [2]			(\$ 324,500)	\$ 0	(\$ 324,500)	(\$ 344,084)
Total Remaining Improvement Costs				\$ 41,168,351			\$ 43,652,913
Fee Administration Cost (3%) [3]				\$ 1,235,051			\$ 1,309,587
Total Remaining Cost				\$ 42,403,402			\$ 44,962,501

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2019-20 prepared for the City of Turlock by EPS, December 2022.

[2] From Sewer Trunk Capacity Development Impact Fee Nexus Study dated October 20, 2015.

[3] Costs adjusted to exclude lift station that is also in the WISP Fee Program.

[4] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 29
Turlock Annual Report
Sewer Trunk Capacity Fee Program Net Remaining Costs (2021\$)

Item	Source	Total Remaining Cost
Remaining Costs	Table 28	\$ 44,962,501
Less Fund Balance	Table 27	(\$ 1,992,273)
Net Remaining Costs		\$ 42,970,227
Sufficient Funds Available to Complete Improvements Percentage of Total Improvements Funded by Fee Program		No 74%

9. Capital Facilities Fee Program

Fee Program Overview

The CFF Program is a citywide fee program that funds new and expanded infrastructure and facilities needed to serve new development in the City. The CFF Program provides funding for transportation, general government, fire, and police facilities. In 2013, the CFF Nexus Study was prepared to update the CFF fees based on new land use and growth projections as well as updated facility needs and costs.

The components of the CFF Program are summarized below:

- **Roadways:** Funds new and expanded roadways, interchanges, freeway and railroad overcrossings, and other projects such as intersection signalizations, multimodal facilities, and planning studies. In addition to other identified citywide improvements, the 2013 CFF Nexus Study includes improvements that were transferred from the WISP and NWTSP Fee Programs to close the transportation components in those two fee programs.
- **General Government:** Funds City building construction and expansion, downtown parking facilities, land acquisition for the corporation yard expansion, and General Plan implementation studies. This fee component is also referred to as Administration Projects.
- **Police:** Funds public safety facility expansion, animal services facility expansion, and police vehicles and equipment.
- **Fire:** Funds a new fire training facility and fire station (including land acquisition), fire vehicles, and equipment.
- **Contingency:** This component, previously referred to as a surcharge component, was established by the City in 1987 to ensure that a positive cash flow was achieved in the CFF Fund. A surcharge was collected on new development through 1991 to provide the additional needed funding. The surcharge is no longer collected, but the remaining surcharge funds that were not expended are accounted for in the Contingency Component and could be used to provide funding for any of the CFF Program facilities as needed.
- **Administration:** Funds administration of the CFF Program.

Current Fee Schedule

Table 30 shows the current fee schedule for the CFF Program. As shown in **Table 30**, the CFF has a different set of fees for each of three City zones. These fees are effective from October 1, 2022, through December 31, 2022. Note that while it is not specified in the City fee schedule, the total fees collected for a particular land use in a particular City zone are distributed to the CFF components outlined above, with the distribution based on the 2013 CFF Nexus Study percentage distribution of the total fee rate among the fee components.

Fee Fund Activity

Table 31 details the CFF Program Fund activity for Fiscal year 2020–21. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the five components.

During the fiscal year, revenue was derived from interest earnings, CFF Program development impact fees, and transfers from other City funds. The transfers are summarized below:

- Transfer to General Government/Administration from Roadways.
- Transfers in from Fd 410&420BCH Rent-Coll&Bill.

Expenses were incurred for the following items:

- Bank charges.
- City Engineering Services.
- Administrative Reporting.
- Construction Project.

Table 30
Turlock Annual Report
CFF Program Development Impact Fees (effective October 1, 2022)

Land Use	Fee Basis	Fee (effective October 1, 2022)		
		Downtown PPA	Master Plan Areas	City Infill
Residential				
Single Family	per dwelling unit	\$ 14,951.67	\$ 18,244.35	\$ 16,307.92
Multifamily	per dwelling unit	\$ 10,758.80	\$ 13,155.79	\$ 11,705.34
Senior Assisted Living	per bed	\$ 4,267.63	\$ 5,217.16	\$ 4,647.44
2nd Unit/Accessory Unit	per dwelling unit	\$ 8,307.98	\$ 10,063.48	\$ 9,136.38
Mobile Home	per dwelling unit	\$ 7,922.19	\$ 9,674.70	\$ 8,632.46
Nonresidential and Mixed Use				
Retail (< 100,000 sq. ft.)	per 1,000 sq. ft.	\$ 16,101.57	\$ 19,404.72	\$ 17,812.21
Retail (>=100,000 sq. ft.)	per 1,000 sq. ft.	\$ 16,034.28	\$ 19,315.00	\$ 17,744.92
Gas Station	per VFP [1]	\$ 9,860.12	\$ 11,908.70	\$ 10,885.90
Hotel/Motel	per room	\$ 5,272.49	\$ 6,364.07	\$ 5,822.76
Office	per 1,000 sq. ft.	\$ 8,436.57	\$ 10,253.38	\$ 9,256.01
Medical Office	per 1,000 sq. ft.	\$ 13,809.25	\$ 16,678.76	\$ 15,241.76
Hospital	per 1,000 sq. ft.	\$ 5,517.72	\$ 6,716.96	\$ 6,042.57
Institutional/Assembly	per 1,000 sq. ft.	\$ 3,676.98	\$ 4,463.52	\$ 4,038.85
Industrial (<25,000 sq. ft.)	per 1,000 sq. ft.	\$ 2,693.06	\$ 3,297.17	\$ 2,932.32
Industrial (>=25,000 sq. ft.)	per 1,000 sq. ft.	\$ 2,096.43	\$ 2,555.50	\$ 2,295.31
Warehouse	per 1,000 sq. ft.	\$ 1,954.38	\$ 2,370.08	\$ 2,147.27

Source: City of Turlock

[1] Vehicle fueling position.

Table 31
Turlock Annual Report
CFF Program Fund Summary (FY 2020-21)

Item	Roadways	Police	General Government/ Administration	Fire	Contingency Reserve	Administration	Total
Beginning Balance	\$ 5,877,288	(\$ 554,891)	\$ 906,192	\$ 1,591,990	\$ 213,365	\$ 1,199,858	\$ 9,233,802
Revenue							
Market Valuation	(\$ 68,199)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 68,199)
Interest Income	\$ 30,431	\$ 0	\$ 5,296	\$ 9,200	\$ 1,227	\$ 0	\$ 46,155
Development Fees [1]	\$ 3,661,208	\$ 119,998	\$ 201,947	\$ 70,946	\$ 0	\$ 210,881	\$ 4,264,979
Transfers In SR-99/Fulkerth Road Interchange	\$ 0	\$ 0	\$ 300,000	\$ 0	\$ 0	\$ 0	\$ 300,000
Transfers In From Fd 410&420BCH Rent-Coll&Bill	\$ 0	\$ 0	\$ 15,800	\$ 0	\$ 0	\$ 0	\$ 15,800
Transfers In Fire Ventilation Prop	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Revenue	\$ 3,623,440	\$ 119,998	\$ 523,043	\$ 80,146	\$ 1,227	\$ 210,881	\$ 4,558,734
Less Expenses							
Bank Charges	(\$ 969)	\$ 0	(\$ 223)	(\$ 263)	(\$ 35)	\$ 0	(\$ 1,490)
Capital Outlay							
City Engineering Services	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 15,876)	(\$ 15,876)
Reporting	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 1,940)	(\$ 1,940)
Construction Project	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contributed Capital Expense	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contributed Capital-Contra Expense	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
SR 99/Fulkerth Rd Interchange	(\$ 2,935,632)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 2,935,632)
Golf/Berkeley/GSB Intersection	(\$ 2,053)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 2,053)
Fulkerth & Tegner Widening	(\$ 5,607)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 5,607)
Fire Capital Ventilation Training Prop	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal	(\$ 2,943,292)	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 17,816)	(\$ 2,961,107)
Transfers Out							
Transfers Out To Fd215 Fulkerth/GSB Signal 1428	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out Lander/F St Signal	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out To Fd215 Wayside/Olive Signal1365	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out To Tegner & Main Signal P1444	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out SR-99/Fulkerth Road Interchange	(\$ 300,000)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 300,000)
Transfers Out To Fd 502 Engineering Admin	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out To Fd 110 Admin & Acctg Service	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out to Linwood ATP P1572	(\$ 150,000)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 150,000)
Subtotal	(\$ 450,000)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 450,000)
Total Expenses	(\$ 3,394,261)	\$ 0	(\$ 223)	(\$ 263)	(\$ 35)	(\$ 17,816)	(\$ 3,412,597)
Ending Balance	\$ 6,106,467	(\$ 434,893)	\$ 1,429,012	\$ 1,671,873	\$ 214,558	\$ 1,392,923	\$ 10,379,939

Source: City of Turlock

Remaining Improvements

Table 32 details the remaining improvement and fee administration costs to be funded by the CFF Program. The CFF Program will fund approximately 44 percent of the total identified improvement costs. The costs are based on the remaining costs detailed in the 2013 CFF Nexus Study. For each fee component, the costs of items completed since 2013 are deducted from the CFF Nexus Study costs, resulting in the current remaining costs in 2013 dollars. **Table 33** provides backup detail for the costs of completed improvements. The 2013 remaining costs have been updated to 2020 dollars using the change in the Engineering News-Record CCI for San Francisco from September 2013 through March 2020.

Table 34 summarizes the remaining net costs by fee component after accounting for the fee fund balances. At this time, sufficient funds have not been collected to fund all remaining improvements. Additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$235.5 million in additional funding is needed to fully finance the remaining fee program costs, as summarized by component below:

Estimated Net Remaining Costs

Transportation	\$ 195,384,000
General Government	\$ 19,747,000
Police	\$ 7,492,000
Fire	\$ 7,361,000
Contingency	(\$ 215,000)
Administration	\$ 5,770,000
Total	\$ 235,539,000

Amount and Timing of Remaining Funding

Future CFF Program revenue will provide the financing needed to fully fund the remaining improvements and fee administration costs summarized above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of building permits. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 32
Turlock Annual Report
CFF Program Remaining Costs

Project	Assumption	Transportation	General Government	Police	Fire	Total	Notes
Cost Adjustment							
San Francisco CCI - March 2020 [1]	1,012.13						
San Francisco CCI - September 2021	1,073.21						
Cost Increase Factor	1.06						
Total Improvements Cost (from 2013 Nexus Study)							
		\$ 420,655,870	\$ 16,582,589	\$ 6,823,050	\$ 13,750,538	\$ 457,812,047	
Total CFF-Funded Cost (from 2013 Nexus Study) [2]							
		\$ 170,640,022	\$ 15,403,930	\$ 6,823,050	\$ 7,262,086	\$ 200,129,088	
CFF-Funded Percentage of Total							
		41%	93%	100%	53%	44%	
Total CFF-Funded Improvement Costs [1]							
		\$ 192,965,306	\$ 18,212,977	\$ 8,413,003	\$ 8,518,497	\$ 228,109,783	
Less Completed Projects [3]							
440' of 1,840 Fulkerth RD Median Landscaping						\$ 0	partially complete
Washington / W Main Intersection						\$ 0	partially complete
Golden State Blvd / Hawkeye Ave. Traffic Signal and Turn Lanes						\$ 0	complete
Fulkerth Rd/ Diane Traffic Signal and Intersection Realignment						\$ 0	complete
Washington Rd / W Main St Traffic Signal						\$ 0	complete
SR 99/Fulkerth Rd Interchange		(\$ 2,935,632)				(\$ 2,935,632)	partially complete
Golf/Berkeley/GSB Intersection		(\$ 2,053)				(\$ 2,053)	partially complete
Fulkerth & Tegner Widening		(\$ 5,607)				(\$ 5,607)	
Downtown Parking Study						\$ 0	complete
Downtown Parking - 129 S. Broadway						\$ 0	partially complete
General Plan Update						\$ 0	partially complete
Recreation Facilities Prioritization & Feasibility Study						\$ 0	complete
Project: 1673 - City Hall Renovation						\$ 0	partially complete
Fire Training Facility						\$ 0	partially complete
Total		(\$ 2,943,292)	\$ 0	\$ 0	\$ 0	(\$ 2,943,292)	
Remaining CFF-Funded Improvement Cost (2020 \$)							
	<i>A</i>	\$ 190,022,015	\$ 18,212,977	\$ 8,413,003	\$ 8,518,497	\$ 225,166,491	
Remaining CFF-Funded Improvement Cost (2021 \$)							
	<i>A * 1.06</i>	\$ 201,490,082	\$ 19,312,153	\$ 8,920,738	\$ 9,032,598	\$ 238,755,571	
Administration [4]	3%	\$ 6,044,702	\$ 579,365	\$ 267,622	\$ 270,978	\$ 7,162,667	
Total Remaining CFF-Funded Cost (2021 \$)							
		\$ 207,534,784	\$ 19,891,517	\$ 9,188,361	\$ 9,303,576	\$ 245,918,238	

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2019-20 prepared for the City of Turlock by EPS, December 2022.

[2] Transportation amount adjusted to account for \$5.5 million in overcrossing projects that are not CFF Funded (\$176,163,804-\$5,523,782)

[3] See Table 33.

[4] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 33
Turlock Annual Report
CFF Project Costs Incurred Detail

Project	Transportation	General Government	Police	Fire	Total
440' of 1,840 Fulkerth Rd Median Landscaping (partially complete 9/24/13) [1]	\$ 54,674				\$ 54,674
Washington/W Main Intersection (partially complete 1/22/13)	\$ 44,693				\$ 44,693
Golden State Blvd/Hawkeye Ave Traffic Signal and Turn Lanes (complete 5/22/18)	\$ 500,000				\$ 500,000
Fulkerth Rd/Diane Traffic Signal and Intersection Realignment (complete 7/14/15)	\$ 1,400,000				\$ 1,400,000
Washington Rd/W Main St Traffic Signal (complete 1/22/13)	\$ 220,000				\$ 220,000
SR 99/Fulkerth Rd Interchange					
FY 2013-14	\$ 396,468				\$ 396,468
FY 2014-15	\$ 1,220,250				\$ 1,220,250
FY 2015-16	\$ 106,288				\$ 106,288
FY 2016-17	\$ 29,363				\$ 29,363
FY 2017-18	\$ 659,992				\$ 659,992
FY 2018-19	\$ 1,434,581				\$ 1,434,581
FY 2019-20	\$ 9,932,657				\$ 9,932,657
FY 2020-21	\$ 2,935,632				\$ 2,935,632
Total SR 99/Fulkerth Rd Interchange	\$ 16,715,231	\$ 0	\$ 0	\$ 0	\$ 16,715,231

Table 33
Turlock Annual Report
CFF Project Costs Incurred Detail

Project	Transportation	General Government	Police	Fire	Total
Golf/Berkeley/GSB Intersection					
FY 2014-15	\$ 2,249				\$ 2,249
FY 2015-16	\$ 7,961				\$ 7,961
FY 2016-17	\$ 5,638				\$ 5,638
FY 2017-18	\$ 1,104				\$ 1,104
FY 2018-19	\$ 1,812				\$ 1,812
FY 2019-20	\$ 2,687				\$ 2,687
FY 2020-21	\$ 2,053				\$ 2,053
Total Golf/Berkeley/GSB Intersection	\$ 23,505	\$ 0	\$ 0	\$ 0	\$ 23,505
Fulkerth & Tegner Widening (partially complete)					
FY 2020-21	\$ 5,607				\$ 5,607
Downtown Parking Study (complete)					
FY 2015-16		\$ 65,208			\$ 65,208
FY 2016-17		\$ 4,600			\$ 4,600
Total Downtown Parking Study	\$ 0	\$ 69,808	\$ 0	\$ 0	\$ 69,808
Downtown Parking - 129 S. Broadway (partially complete)					
FY 2015-16		\$ 40,024			\$ 40,024
FY 2016-17		\$ 384,325			\$ 384,325
FY 2017-18		\$ 31,215			\$ 31,215
FY 2018-19		\$ 0			\$ 0
FY 2019-20		\$ 0			\$ 0
FY 2020-21		\$ 0			\$ 0
Total Downtown Parking - 129 S. Broadway	\$ 0	\$ 455,564	\$ 0	\$ 0	\$ 455,564
General Plan Update: FY 2013-14 (partially complete)	\$ 0	\$ 13,685	\$ 0	\$ 0	\$ 13,685
Recreation Facilities Prioritization & Feasibility Study (complete FY 16-17)	\$ 0	\$ 75,000	\$ 0	\$ 0	\$ 75,000

Table 33
Turlock Annual Report
CFF Project Costs Incurred Detail

Project	Transportation	General Government	Police	Fire	Total
Project: 1673 - City Hall Renovation (partially complete)					
FY 2016-17		\$ 17,935			\$ 17,935
FY 2017-18		\$ 987			\$ 987
FY 2018-19		\$ 0			\$ 0
FY 2019-20		\$ 0			\$ 0
FY 2020-21		\$ 0			\$ 0
Total Project: 1673 - City Hall Renovation	\$ 0	\$ 18,922	\$ 0	\$ 0	\$ 18,922
Fire Training Facility (partially complete)					
FY 2016-17				\$ 210,265	\$ 210,265
FY 2017-18				\$ 86,076	\$ 86,076
FY 2018-19				\$ 57,138	\$ 57,138
FY 2019-20				\$ 0	\$ 0
FY 2020-21				\$ 0	\$ 0
Total Fire Training Facility	\$ 0	\$ 0	\$ 0	\$ 353,480	\$ 353,480
Total	\$ 18,963,710	\$ 632,980	\$ 0	\$ 353,480	\$ 19,950,169

Source: City of Turlock

[1] 440' of 1840' median completed; cost incurred estimated as 440/1840 * \$228,637 (total cost).

Table 34
Turlock Annual Report
CFF Program Net Remaining Costs (2021\$)

Item	Source	Cost (2021\$)						Total
		Roadways	General Government	Police	Fire	Contingency Reserve	Administration	
Remaining CFF-Funded Cost (2021\$) [1]	Table 32	\$ 201,490,082	\$ 19,312,153	\$ 8,920,738	\$ 9,032,598	\$ 0	\$ 7,162,667	\$ 245,918,238
Less Fund Balance	Table 31	(\$ 6,106,467)	\$ 434,893	(\$ 1,429,012)	(\$ 1,671,873)	(\$ 214,558)	(\$ 1,392,923)	(\$ 10,379,939)
Net Remaining Costs		\$ 195,383,615	\$ 19,747,046	\$ 7,491,727	\$ 7,360,726	(\$ 214,558)	\$ 5,769,744	\$ 235,538,300
Sufficient Funds Available to Complete Improvements		No	No	No	No	N/A	No	No
Percentage of Total Improvements Funded by Fee Program	Table 32	41%	93%	100%	53%	N/A	100%	44%

[1] Costs funded by the CFF Program only. Total capital facilities costs and percentages funded by CFF Program are shown on Table 32.

Final Report

Turlock Annual Report Fiscal Year 2021–22

The Economics of Land Use



Prepared for:

City of Turlock

Prepared by:

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August 2023

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1. Introduction

Overview

The Mitigation Fee Act (California Government Code 66000 et seq.) was enacted by the State of California in 1987 to establish requirements for development impact fee (DIF) programs. Section 66006(b) of the Mitigation Fee Act requires local agencies to submit an Annual Report each year detailing the status of their DIF programs.

For each established development impact fee fund, the local agency shall, within 180 days after the end of each fiscal year, report the following information and make it available to the public:

1. A brief description of the type of fee in the fund.
2. The amount of the fee.
3. The beginning and ending balance of the fund.
4. The amount of fees collected and the interest earned.
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
7. A description of each interfund transfer or loan from the fund, including the public improvement for which the transfer was made, and, in the case of a loan, the date on which the loan will be repaid, and the interest rate which the fund will receive on the loan.
8. The amount of any refunds made or allocated from the fee fund.

The City of Turlock (City) engaged Economic & Planning Systems, Inc. (EPS) to prepare this document, which serves as the Fiscal Year 2021–22 Annual Report for several active City fee programs. Specifically, the information in this report is presented to comply with the aforementioned requirements for the following seven City development impact fee programs:

- Westside Industrial Specific Plan (WISP) Fee Program
- Northwest Turlock Specific Plan (NWTSP) Fee Program
- Northeast Turlock Master Plan (NETMP) Fee Program
- North Turlock Master Plan (NTMP) Fee Program
- East Tuolumne Master Plan (ETMP) Fee Program
- Master Storm (Storm) Fee Program
- Sewer Trunk Capacity (Sewer) Fee Program
- Capital Facilities Fee (CFF) Program

The first five fee programs listed above are fee programs for specific plan or master plan areas, and the remaining three programs are citywide fee programs. The information needed for the required reporting for each fee program was obtained from the City. For each fee program, the City provided the reports and data listed below:

- Most recent Development Impact Fee Nexus Study (or Update).
- Fund balances, revenue, and expenses for Fiscal Year 2021–22.
- Remaining improvements to be constructed and estimated construction costs.
- Current fee schedule.

Organization of the Report

Following this introduction, each chapter of this report focuses on one fee program, providing the Mitigation Fee Act required annual reporting for Fiscal Year 2021–22. The report is organized as follows:

- **Chapter 1:** Introduction
- **Chapter 2:** Westside Industrial Specific Pan Fee Program
- **Chapter 3:** Northwest Triangle Specific Plan Fee Program
- **Chapter 4:** Northeast Turlock Master Plan Fee Program
- **Chapter 5:** North Turlock Master Plan Fee Program
- **Chapter 6:** East Tuolumne Master Plan Fee Program
- **Chapter 7:** Master Storm Fee Program
- **Chapter 8:** Sewer Trunk Capacity Development Fee Program
- **Chapter 9:** Capital Facilities Fee Program

2. Westside Industrial Specific Plan

Fee Program Overview

The WISP Area includes land zoned for commercial, office, and industrial uses. The WISP Fee Program was established to charge development impact fees to new development for specific plan infrastructure needed to serve the WISP Area. The WISP fees originally funded transportation, storm drainage, recycled water, sanitary sewer, and potable water improvements needed to serve the WISP Area. In 2013, a WISP Fee Nexus Study Update was prepared in which the transportation and storm drainage improvements were removed from the WISP Fee Program and added to the citywide fee programs for such facilities. The projects and any existing funds for these former WISP Fee Program components were moved to the citywide fee programs. In addition, the WISP Fee Program recycled water component was combined with the water component, and all projects and funding were moved from the recycled water component to the water component.

The components of the updated WISP Fee Program are summarized below:

- **Sanitary Sewer:** Funds sewer system infrastructure, including sewer lines and a pump station.
- **Water:** Funds water system infrastructure, including water lines and a water well.
- **Administration:** Funds administration of the WISP Fee Program.

Current Fee Schedule

Table 1 shows the current fee schedule for the WISP Fee Program. These fees are effective from October 1, 2022, through December 31, 2022.

Fee Fund Activity

Table 2 shows the WISP Fee Program Fund activity for Fiscal Year 2021–22. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the three components. During the fiscal year, revenue was derived from interest income, WISP Area development impact fees, and from an In-Lieu Agreement for improvements at Tegner Road. The following expenses were incurred:

- City Engineering Services.

Table 1
Turlock Annual Report
WISP Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)			
	Sanitary Sewer	Water	Admin.	Total
	<i>per acre</i>			
Business Park	\$ 2,858.52	\$ 1,141.09	\$ 120.49	\$ 4,120.10
Community Commercial	\$ 2,858.52	\$ 1,141.09	\$ 120.49	\$ 4,120.10
Highway Commercial	\$ 2,858.52	\$ 1,141.09	\$ 120.49	\$ 4,120.10
Industrial	\$ 8,057.29	\$ 5,018.75	\$ 391.97	\$ 13,468.01
Office	\$ 2,858.52	\$ 1,141.09	\$ 120.49	\$ 4,120.10

Source: City of Turlock

Table 2
Turlock Annual Report
WISP Fee Program Fund Summary (FY 2021-2022)

Item	Sanitary Sewer	Water	Administration [1]	In-Lieu Agreements	Total
Beginning Balance	\$ 410,846	\$ 543,454	(\$ 231,006)	\$ 0	\$ 723,295
Revenue					
Interest Income	(\$ 317)	(\$ 340)	\$ 0	\$ 0	(\$ 657)
Development Fees	\$ 27,670	\$ 50,468	\$ 2,344	\$ 0	\$ 80,482
Tegner Road Improvements	\$ 0	\$ 0	\$ 0	\$ 1,309,075	\$ 1,309,075
Total Revenue	\$ 27,353	\$ 50,128	\$ 2,344	\$ 1,309,075	\$ 1,388,900
Expenses					
City Engineering Services	\$ 0	\$ 0	(\$ 417)	\$ 0	(\$ 417)
Reporting	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$ 0	\$ 0	(\$ 417)	\$ 0	(\$ 417)
Ending Balance	\$ 438,199	\$ 593,582	(\$ 229,079)	\$ 1,309,075	\$ 2,111,777

Source: City of Turlock

[1] The original fee program nexus study had more improvements than what the most recent update included. Staff projected to receive higher administration revenue because budget estimates were based on a percentage of the original projects listed.

Remaining Improvements

Table 3 details the remaining WISP Fee Program improvement and fee administration costs. All improvement costs will be funded by the WISP Fee Program fees. The costs are based on the remaining costs detailed in the 2013 WISP Fee Nexus Study Update and subsequent annual AB1600 reports. Remaining costs have been updated to 2022 dollars using the change in the Engineering News-Record Construction Cost Index (CCI) for San Francisco from September 2021 through September 2022. In total, approximately \$11.1 million in improvements remain to be constructed.

Table 4 summarizes the remaining net costs by fee component after accounting for the existing fund balance. At this time, sufficient funds have not been collected to fund all remaining improvements. For each fee component, additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$9.0 million in additional funding is needed to fully finance the remaining fee program costs, as summarized by component below:

Estimated Net Remaining Costs	
Sanitary Sewer	\$ 3,954,000
Water	\$ 5,802,000
Administration	\$ 553,000
Total	\$ 8,999,925

Amount and Timing of Remaining Funding

WISP Fee Program revenue will provide the financing needed to fully fund the remaining improvements and fee administration costs summarized above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of building permits for development in the WISP. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 3
Turlock Annual Report
WISP Fee Program Remaining Costs

Project	Costs (2021 \$)			Cost (2022 \$)
	Costs [1]	Less Completed	Remaining Cost	
Cost Adjustment				
San Francisco CCI - September 2021				1,073.21
San Francisco CCI - September 2022				1,191.68
Cost Increase Factor				1.11
WISP-Funded Percentage of Costs				100%
Sanitary Sewer				
5 15' Gravity in Clinton from W. Main 2100' to north	\$ 437,598	\$ 0	\$ 437,598	\$ 485,902
13 10" Gravity in Washington from W. Main 1400' to south	\$ 224,410	\$ 0	\$ 224,410	\$ 249,182
19 12" Gravity in Washington from Linwood 2800' to north	\$ 493,701	\$ 0	\$ 493,701	\$ 548,198
20 12" Force Main in Washington from Linwood to W. Main	\$ 865,579	\$ 0	\$ 865,579	\$ 961,126
21 12' Gravity in future road from Linwood 2800' to north	\$ 493,701	\$ 0	\$ 493,701	\$ 548,198
22 10" Gravity in Tegner from Linwood 732' to north	\$ 160,292	\$ 0	\$ 160,292	\$ 177,986
23 10" Gravity in Kilroy from Linwood 1700' to north [2]	\$ 272,496	\$ 0	\$ 272,496	\$ 302,575
24 15' Gravity in Linwood from Washington 2600' East	\$ 541,788	\$ 0	\$ 541,788	\$ 601,593
P5 Proposed Pump Station at Washington and Linwood	\$ 466,103	\$ 0	\$ 466,103	\$ 517,554
Subtotal	\$ 3,955,668	\$ 0	\$ 3,955,668	\$ 4,392,314
Water				
8 12" Water Line in Canal from Washington 2600 east [3]	\$ 0	\$ 0	\$ 0	\$ 0
9 12" Water Line in Canal from Fransil to Diane	\$ 416,760	\$ 0	\$ 416,760	\$ 462,764
10 12" Water Line in Canal from Diane to Walnut	\$ 208,380	\$ 0	\$ 208,380	\$ 231,382
15 12" Water Line in Washington from W. Main to Ruble	\$ 432,790	\$ 0	\$ 432,790	\$ 480,564
17 12" Water in Ruble from Washington to Tegner [4]	\$ 363,997	\$ 0	\$ 363,997	\$ 404,177
19 12" Water Line in Washington from Ruble to Linwood	\$ 432,790	\$ 0	\$ 432,790	\$ 480,564
21 12" Water in Tegner from Linwood 1300 feet north	\$ 432,790	\$ 0	\$ 432,790	\$ 480,564
22 12" Water in Kilroy from Linwood 1732' to North [5]	\$ 277,626	\$ 0	\$ 277,626	\$ 308,272
23 12" Water in Linwood from Washington to Tegner	\$ 865,579	\$ 0	\$ 865,579	\$ 961,126
25 12" Water in Linwood from Tegner to Kilroy	\$ 432,790	\$ 0	\$ 432,790	\$ 480,564
26 12" Water in Linwood from Kilroy to Walnut	\$ 432,790	\$ 0	\$ 432,790	\$ 480,564
W5 New Potable Well Near Linwood and Washington	\$ 1,463,680	\$ 0	\$ 1,463,680	\$ 1,625,248
Subtotal	\$ 5,759,972	\$ 0	\$ 5,759,972	\$ 6,395,789
Subtotal Improvement Cost	\$ 9,715,640	\$ 0	\$ 9,715,640	\$ 10,788,103
Administration - 3% of Costs [6]				\$ 323,643
Total WISP Fee Program Remaining Costs				\$ 11,111,746

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2020-21 prepared for the City of Turlock by EPS, April 2023.

[2] Updated the LF to 1700' (&remaining costs) per partial project completion as reported in the FY18/19 Annual Report.

[3] Project complete. Hilmar Cheese installed 2652' in 2015-2016. COT & developer entered into reimbursement agreement.

[4] Updated remaining costs as TID completed 2600' in 2004 from Tegner west to Washington. Remaining LF is 2800.

[5] Updated the LF to 1732' (&remaining costs) per partial project completion as reported in the FY18/19 Annual Report.

[6] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 4
Turlock Annual Report
WISP Fee Program Net Remaining Costs (2022 \$)

Item	Source	Cost (2022 \$)				Total
		Sanitary Sewer	Water	Admin.	In Lieu Agreements	
Remaining Costs	Table 3	\$ 4,392,314	\$ 6,395,789	\$ 323,643	\$ 0	\$ 11,111,746
Less Fund Balance	Table 2	(\$ 438,199)	(\$ 593,582)	\$ 229,079	(\$ 1,309,075)	(\$ 2,111,777)
Net Remaining Costs		\$ 3,954,115	\$ 5,802,207	\$ 552,722	(\$ 1,309,075)	\$ 8,999,969
Sufficient Funds Available to Complete Improvements		No	No	No		No
Percent of Total Improvements Funded by Fee Program		100%	100%	100%		100%

3. Northwest Triangle Specific Plan

Fee Program Overview

The NWTSP Area includes land zoned for residential and commercial uses. The NWTSP Fee Program was established to charge development impact fees to new development for specific plan infrastructure needed to serve the NWTSP Area. The NWTSP fees originally funded transportation, storm drainage, and sanitary sewer improvements needed to serve the NWTSP Area. In 2013, a NWTSP Fee Nexus Study Update was prepared in which the transportation and storm drainage were removed from the NWTSP Fee Program and added to the citywide fee programs for such facilities. The projects and any existing funds for these former NWTSP Fee Program components were moved to the citywide fee programs. In addition, water improvements specific to the NWTSP were added to the NWTSP Fee Program.

The components of the updated NWTSP Fee Program are summarized below:

- **Sanitary Sewer:** Funds sewer system lines.
- **Water:** Funds water system lines.
- **Administration:** Funds administration of the NWTSP Fee Program.

Current Fee Schedule

Table 5 shows the current fee schedule for the NWTSP Fee Program. These fees are effective from October 1, 2022, through December 31, 2022.

Fee Fund Activity

Table 6 shows the NWTSP Fee Program Fund activity for Fiscal Year 2021–22. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the three components.

During the fiscal year, revenue was derived from NWTSP Area development impact fees, and no expenses were incurred.

There were no loans and no refunds made or allocated from the NWTSP Fee Program.

Table 5
Turlock Annual Report
NWTSP Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)			
	Sanitary Sewer	Water	Admin.	Total
Residential		<i>per dwelling unit</i>		
Low Density	\$ 33.39	\$ 1,483.70	\$ 45.01	\$ 1,562.10
Low-Medium Density	\$ 27.58	\$ 927.68	\$ 29.04	\$ 984.30
Medium Density	\$ 23.23	\$ 673.62	\$ 20.32	\$ 717.17
High Density	\$ 23.23	\$ 974.13	\$ 30.49	\$ 1,027.85
Nonresidential		<i>per developable acre</i>		
Community Commercial	\$ 107.43	\$ 3,546.66	\$ 110.33	\$ 3,764.42
Highway Commercial	\$ 107.43	\$ 3,546.66	\$ 110.33	\$ 3,764.42
Heavy Commercial	\$ 107.43	\$ 3,546.66	\$ 110.33	\$ 3,764.42

Source: City of Turlock

Table 6
Turlock Annual Report
NWTSP Fee Program Fund Summary (FY 2021-22)

Item	Sanitary Sewer	Water	Administration	Total
Beginning Balance	\$ 221,441	\$ 272,164	\$ 5,196	\$ 498,800
Revenue				
Interest Income	(\$ 235)	(\$ 276)	\$ 0	(\$ 511)
Development Fees	\$ 1,500	\$ 49,446	\$ 1,528	\$ 52,475
Total	\$ 1,265	\$ 49,170	\$ 1,528	\$ 51,964
Expenses				
Bank Charges	\$ 0	\$ 0	\$ 0	\$ 0
Construction Project	\$ 0	\$ 0	\$ 0	\$ 0
City Engineering Services	\$ 0	\$ 0	\$ 0	\$ 0
Reporting	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$ 0	\$ 0	\$ 0	\$ 0
Ending Balance	\$ 222,706	\$ 321,334	\$ 6,724	\$ 550,764

Source: City of Turlock

Remaining Improvements

Table 7 details the remaining NWTSP Fee Program improvement and fee administration costs. All improvement costs will be funded by the NWTSP Fee Program fees. The costs are based on the remaining costs detailed in the 2013 NWTSP Fee Nexus Study Update. A 12-inch water line was completed since 2013, as shown in the table. Another 12-inch water line and bore casing have been combined into one improvement, and a new cost estimate was provided for this item. In addition, the 2013 remaining costs have been updated to 2020 dollars using the change in the Engineering News-Record CCI for San Francisco from September 2013 through March 2020.

Table 8 summarizes the remaining net costs by fee component after accounting for the existing fund balance. At this time, sufficient funds have not been collected to fund all remaining improvements. For each fee component, additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$903,000 in additional funding is needed to fully finance the remaining fee program costs, as summarized by component below:

Estimated Net Remaining Costs

Sanitary Sewer	\$ 391,000
Water	\$ 476,000
Administration	\$ 36,000
Total	\$ 903,000

Amount and Timing of Remaining Funding

Future NWTSP Fee Program revenue will provide the financing needed to fully fund the remaining improvements and fee administration costs summarized above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of building permits for development in the NWTSP. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 7
Turlock Annual Report
NWTSP Fee Program Remaining Costs

Project	Costs (2021 \$)			Cost (2022 \$)	
	Total Cost	Less Completed	Remaining Cost		
Cost Adjustment					
San Francisco CCI - September 2021				1,073.21	
San Francisco CCI - September 2022				1,191.68	
Cost Increase Factor				1.11	
NWTSP-Funded Percentage of Costs				100%	
Sanitary Sewer					
1	10" Sewer Line in Golden State Blvd from Tuolumne 1800 feet North	\$ 288,526	\$ 0	\$ 288,526	\$ 320,375
2	12" Sewer Line in Golden State Blvd from Tuolumne 1800 feet South	\$ 264,482	\$ 0	\$ 264,482	\$ 293,677
	Subtotal	\$ 553,009	\$ 0	\$ 553,009	\$ 614,052
Water					
1	12" Water line in Golden State from Taylor 400' South	\$ 64,117	\$ 0	\$ 64,117	\$ 71,194
2	12" Water Line in Taylor Rd from Golden State to Tegner	\$ 224,409	\$ 0	\$ 224,409	\$ 249,181
3	Bore 24" Casing under TID at Tegner	\$ 48,088	\$ 0	\$ 48,088	\$ 53,396
4	12" Water Line in Tuolumne from Tegner to Countryside	\$ 0	\$ 0	\$ 0	\$ 0
5	Bore 24" Casing / Install 12" Line Under SR99 at Tuolumne	\$ 381,178	\$ 0	\$ 381,178	\$ 423,254
	Subtotal	\$ 717,792	\$ 0	\$ 717,792	\$ 797,025
Subtotal Improvement Cost		\$ 1,270,800	\$ 0	\$ 1,270,800	\$ 1,411,078
Administration - 3% of Costs [2]				\$ 42,332	
Total NWTSP Area Fee Program Remaining Costs				\$ 1,453,410	

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2020-21 prepared for the City of Turlock by EPS, April 2023.

[2] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 8
Turlock Annual Report
NWTSP Fee Program Net Remaining Costs (2022 \$)

Item	Source	Cost (2022 \$)			Total
		Sanitary Sewer	Water	Admin.	
Remaining Costs	Table 7	\$ 614,052	\$ 797,025	\$ 42,332	\$ 1,453,410
Less Fund Balance	Table 6	(\$ 222,706)	(\$ 321,334)	(\$ 6,724)	(\$ 550,764)
Net Remaining Costs		\$ 391,347	\$ 475,692	\$ 35,608	\$ 902,646
Sufficient Funds Available to Complete Improvements		No	No	No	No
Percentage of Total Improvements Funded by Fee Program		100%	100%	100%	100%

4. Northeast Turlock Master Plan

Fee Program Overview

The developable land in the NETMP Area consists of residential uses only. The NETMP Fee Program was established to charge development impact fees to new development for specific plan infrastructure needed to serve the NETMP Area. The components of the NETMP Fee Program are summarized below:

- **Sanitary Sewer:** Funds sewer system infrastructure, including sewer line and lift station improvements. All sewer system infrastructure has been completed and funded.
- **Storm Drainage:** Funds storm drainage lines.
- **Transportation:** Funds street, traffic signal, and bike and pedestrian paths improvements.
- **Water:** Funds water infrastructure, including water lines and 50 percent of a non-potable purple water pipe. The remaining 50 percent is funded by a City contribution.
- **Administration:** Funds administration of the NETMP Fee Program.

Current Fee Schedule

Table 9 shows the current fee schedule for the NETMP Fee Program. These fees are effective from October 1, 2022, through December 31, 2022. It also shows the Adjusted NETMP fees of \$3,000 per dwelling unit that were approved by the Turlock City Council in April of 2020.

Fee Fund Activity

Table 10 shows the NETMP Fee Program Fund activity for Fiscal Year 2021–22. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the five components.

Table 9
Turlock Annual Report
NETMP Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)					Total
	Sanitary Sewer	Storm Drainage	Transportation	Water	Admin.	
	Fee per Dwelling Unit (effective April 1, 2020)					
Residential						
Very Low Density			\$ 3,000.00			\$ 3,000.00
Low Density			\$ 3,000.00			\$ 3,000.00
Medium Density			\$ 3,000.00			\$ 3,000.00
	Adjusted Fee per Dwelling Unit to Be Implemented by Individual Developer Agreements (Approved by Turlock City Council - April 2020)					
Residential						
Very Low Density			\$ 3,000.00			\$ 3,000.00
Low Density			\$ 3,000.00			\$ 3,000.00
Medium Density			\$ 3,000.00			\$ 3,000.00

Source: City of Turlock

Table 10
Turlock Annual Report
NETMP Fee Program Summary (FY 2021-22)

Item	Sanitary Sewer	Storm Drainage	Transportation	Water	Administration	Total
Beginning Balance	\$ 192,918	\$ 1,300,003	\$ 1,493,267	\$ 549,661	\$ 61,386	\$ 3,597,234
Revenue						
Market Valuation						\$ 0
Interest Income	(\$ 204)	(\$ 1,372)	(\$ 1,522)	(\$ 580)	\$ 0	(\$ 3,678)
Development Fees	\$ 0	\$ 0	\$ 24,001	\$ 0	\$ 0	\$ 24,001
Total	(\$ 204)	(\$ 1,372)	\$ 22,479	(\$ 580)	\$ 0	\$ 20,323
Less Expenses						
Bank Charges	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contractual Services						
City Engineering Services	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 556)	(\$ 556)
Reporting	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Special Legal Counsel	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Fee Nexus Study	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 556)	(\$ 556)
Capital Outlay						
Construction Project	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out						
Transfers Out To Fd 215 MV & Colorado P0763	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out To Fd 502 Engineering Admin	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Expenses	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 556)	(\$ 556)
Ending Balance	\$ 192,714	\$ 1,298,631	\$ 1,515,746	\$ 549,081	\$ 60,830	\$ 3,617,001

Source: City of Turlock

During the fiscal year, revenue was derived from NETMP Area development impact fees, and the following expenses were incurred:

- City Engineering Services.

There were no loans and no refunds made or allocated from the NETMP Fee Program.

Remaining Improvements

Table 11 details the remaining improvement and fee administration costs. All improvement costs will be funded by the NETMP Fee Program revenues. The costs are based on the remaining improvement costs detailed in the 2004 NETMP Fee Nexus Study. Because the majority of the improvements have now been completed (including all of the sewer improvements), in 2018, the City prepared an updated list of remaining improvements and also updated the remaining costs to reflect then current dollars. The remaining costs have been updated to 2022 dollars using the change in the Engineering News-Record CCI for San Francisco from September 2021 through September 2022.

In addition to improvement costs, the costs in **Table 11** include amounts owed from the Transportation fund component to the other fund components because of interfund transfers that were made. The interfund transfers owed were not updated to 2020 dollars, as the amounts will remain constant until paid back. After accounting for the amounts owed to various fund components, two of the components (Water and Administration) have remaining costs that are less than zero.

Table 11
Turlock Annual Report
NETMP Fee Program Remaining Costs

Project	Costs (2021 \$)			Cost (2022 \$)
	Total Cost	Less Completed	Remaining Cost	
Cost Adjustment				
San Francisco CCI - September 2021				1,073.21
San Francisco CCI - September 2022				1,191.68
Cost Increase Factor				1.11
NETMP-Funded Percentage of Costs				100%
Sanitary Sewer				
Interfund Transfer (Owed from Transportation)	(\$57,138)	\$0	(\$57,138)	(\$ 57,138)
Storm Drainage				
Line in 1st Road south of Christoffersen off Berkeley Road	\$ 138,761	\$ 0	\$138,761	\$ 154,078
Interfund Transfer (Owed from Transportation)	(\$ 109,537)	\$ 0	(\$109,537)	(\$ 109,537)
Subtotal	\$ 29,224	\$ 0	\$ 29,224	\$ 44,541
Transportation				
Signal at Taylor Road/Berkeley Avenue	\$ 756,818	\$ 0	\$ 756,818	\$ 840,360
Christoffersen Parkway - North Olive Avenue to Berkeley Avenue	\$ 51,719	\$ 0	\$ 51,719	\$ 57,428
Christoffersen Parkway - North Olive Avenue to Berkeley Avenue (Sound Wall)	\$ 134,125	\$ 0	\$ 134,125	\$ 148,930
Monte Vista Avenue - North Olive Avenue to Berkeley Avenue	\$ 0	\$ 0	\$ 0	\$ 0
Colorado Avenue - North of Monte Vista Avenue to Project Line	\$ 80,824	\$ 0	\$ 80,824	\$ 89,746
Berkeley Avenue Landscape Setback Area Value	\$ 26,254	\$ 0	\$ 26,254	\$ 29,152
Interior Pedestrian Connection Paths	\$ 19,563	\$ 0	\$ 19,563	\$ 21,723
Interfund Transfer (Owed to other fee components)	\$ 715,225	\$ 0	\$ 715,225	\$ 715,225
Subtotal	\$ 1,784,529	\$ 0	\$ 1,784,529	\$ 1,902,564
Water				
East/West Line in 2nd Road South of Christoffersen Parkway, Colorado to Greenbelt	\$ 194,418	\$ 0	\$ 194,418	\$ 215,879
Purple Pipe	\$ 202,805	\$ 0	\$ 202,805	\$ 225,192
City Contribution to Purple Pipe	(\$ 101,402)	\$ 0	(\$ 101,402)	(\$ 112,596)
Interfund Transfer (Owed from Transportation)	(\$ 500,234)	\$ 0	(\$ 500,234)	(\$ 500,234)
Subtotal	(\$ 204,414)	\$ 0	(\$ 204,414)	(\$ 171,760)
Administration				
Interfund Transfer (Owed from Transportation)	(\$ 48,315)	\$ 0	(\$ 48,315)	(\$ 48,315)
Subtotal Improvement Cost	\$ 1,503,886	\$ 0	\$ 1,503,886	\$ 1,669,892
Administration - 3% of Other Costs				\$ 50,097
Total NETMP Fee Program Remaining Costs				\$ 1,719,989

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2020-21 prepared for the City of Turlock by EPS, April 2023.

[2] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 12 summarizes the remaining net costs by fee component after accounting for the fee fund balances. All NETMP fee fund components except for the Transportation component have net remaining costs that are less than zero, indicating that, at this time, sufficient funds have been collected to fund remaining all improvements. In total, the NETMP fee fund currently has an estimated \$1.9 million of surplus funds, as summarized by component below:

Estimated Net Remaining Costs	
Sanitary Sewer	(\$ 250,000)
Storm Drainage	(\$ 1,254,000)
Transportation	\$ 387,000
Water	(\$ 721,000)
Administration	(\$ 59,000)
Total	(\$ 1,897,000)

Amount and Timing of Remaining Funding

No remaining funding is necessary, as the City has collected enough NETMP fee revenue to fund the remaining infrastructure costs. In addition to the estimated \$1.9 million in current surplus NETMP funds summarized above, future NETMP fees, if collected, would result in a greater surplus. As discussed previously, future NETMP fees have been reduced from approximately \$37,000 to \$52,000 per dwelling unit (depending on the unit type) to \$3,000 per dwelling unit for all dwelling units, and therefore, the amount of potential additional surplus funds would be minimal. NETMP fees are collected at the issuance of building permits for development in the NETMP.

The remaining improvements are to be located on undeveloped land that is privately owned by individual developers. The developers will construct the improvements and be reimbursed through the NETMP Fee Program. The timing of construction will depend on the rate of the remaining future residential development and will be determined by the developers who will construct the improvements.

Table 12
Turlock Annual Report
NETMP Fee Program Net Remaining Costs (2022 \$)

Item	Source	Cost (2022 \$)					Total
		Sanitary Sewer	Storm Drainage	Transportation	Water	Admin.	
Remaining Costs	Table 11	(\$ 57,138)	\$ 44,541	\$ 1,902,564	(\$ 171,760)	\$ 1,782	\$ 1,719,989
Less Fund Balance	Table 10	(\$ 192,714)	(\$ 1,298,631)	(\$ 1,515,746)	(\$ 549,081)	(\$ 60,830)	(\$ 3,617,001)
Net Remaining Costs		(\$ 249,853)	(\$ 1,254,090)	\$ 386,819	(\$ 720,840)	(\$ 59,048)	(\$ 1,897,012)
Sufficient Funds Available to Complete Improvements		Yes	Yes	No	Yes	Yes	Yes
Percent of Total Improvements Funded by Fee Program		100%	100%	100%	100%	100%	100%

5. North Turlock Master Plan

Fee Program Overview

The developable land in the NTMP Area consists of residential, office, and public school uses. The NTMP Fee Program was established to charge development impact fees to new development for specific plan infrastructure needed to serve the NTMP Area. Most of the improvements have already been completed. The components of the NTMP Fee Program are summarized below:

- **Sanitary Sewer:** Funds sewer system infrastructure, including sewer line and lift station improvements.
- **Storm Drainage:** Funds storm drainage improvements, including storm line, lift station, and storm water storage improvements.
- **Transportation:** Funds street, traffic signal, and bike and pedestrian paths improvements.
- **Administration:** Funds administration of the NTMP Fee Program.

Current Fee Schedule

Table 13 shows the current fee schedule for the NTMP Fee Program. These fees are effective from October 1, 2022, through December 31, 2022.

Fee Fund Activity

Table 14 shows the NTMP Fee Program Fund activity for Fiscal Year 2021–22. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the four components.

There is no remaining development in the NTMP, so there was no fee revenue and no expenses were incurred.

There were no loans and no refunds made or allocated from the NTMP Fee Program.

Table 13
Turlock Annual Report
NTMP Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)				Total
	Sanitary Sewer	Storm Drainage	Transportation	Admin.	
Residential			<i>per dwelling unit</i>		
Low Density	\$ 2,907.79	\$ 3,751.42	\$ 9,306.24	\$ 478.96	\$ 16,444.41
Medium Density	\$ 2,907.79	\$ 2,362.61	\$ 9,306.24	\$ 437.29	\$ 15,013.93
High Density	\$ 2,907.79	\$ 1,763.15	\$ 9,306.24	\$ 419.32	\$ 14,396.50
Nonresidential			<i>per acre</i>		
Elementary School	\$ 8,315.64	\$ 2,722.07	\$ 52,297.82	\$ 1,900.09	\$ 65,235.62
Office	\$ 16,575.12	\$ 38,704.79	\$ 196,349.04	\$ 7,548.87	\$ 259,177.82

Source: City of Turlock

Table 14
Turlock Annual Report
NTMP Fee Summary (FY 2021-22)

Item	Sanitary Sewer	Storm Drainage	Transportation	Administration	Total
Beginning Balance	\$ 856,039	\$ 467,315	\$ 905,278	(\$ 5,047)	\$ 2,223,584
Revenue					
Interest Income	(\$ 871)	(\$ 490)	(\$ 921)	\$ 0	(\$ 2,282)
Market Valuation		\$ 0	\$ 0	\$ 0	\$ 0
Total	(\$ 871)	(\$ 490)	(\$ 921)	\$ 0	(\$ 2,282)
Expenses					
Bank Charges	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Ending Balance	\$ 855,168	\$ 466,824	\$ 904,356	(\$ 5,047)	\$ 2,221,302

Source: City of Turlock

Remaining Improvements

Table 15 details the remaining improvement and fee administration costs. All improvement costs will be funded by the NTMP Fee Program revenues. The costs are based on the remaining improvement costs detailed in the 2001 NTMP Fee Nexus Study. Because the majority of the improvements have now been completed, the City recently prepared an updated list of remaining improvements. Remaining costs have been updated to 2022 dollars using the change in the Engineering News-Record CCI for San Francisco from September 2021 through September 2022.

Table 16 summarizes the remaining net costs by fee component after accounting for the fee fund balances. All NTMP fee fund components except for the Administration component have net remaining costs that are less than zero, indicating that, at this time, sufficient funds have been collected to fund remaining all improvements. In total, the NTMP fee fund currently has an estimated \$1.7 million of surplus funds, as summarized by component below:

Estimated Net Remaining Costs	
Sewer	(\$ 609,000)
Storm Drainage	(\$ 238,000)
Transportation	(\$ 904,000)
Administration	\$ 19,000
Total	(\$ 1,732,000)

Amount and Timing of Remaining Funding

There is no projected remaining development in the NTMP Area, so there is no future fee revenue to be collected. There is more than sufficient NTMP program revenue available to construct all remaining improvements, so the improvements should be constructed as soon as it is feasible.

Table 15
Turlock Annual Report
NTMP Fee Program Remaining Costs

Project	Remaining Costs (2021 \$)			Cost (2022 \$)
	Total Cost	Less Completed	Remaining Cost	
Cost Adjustment				
San Francisco CCI - September 2021				1,073.21
San Francisco CCI - September 2022				1,191.68
Cost Increase Factor				1.11
NTMP-Funded Percentage of Total				100%
Sanitary Sewer				
Mt View Systems - Payback for Pitman HS Pump Station	\$ 107,356	\$ 0	\$ 107,356	\$ 119,207
Kilroy/Walnut Systems - Payback for Pitman HS Pump Station	\$ 114,513	\$ 0	\$ 114,513	\$ 127,154
Subtotal	\$ 221,869	\$ 0	\$ 221,869	\$ 246,361
Storm Drainage				
1st St. N/O Christoffersen Off Mid Storm Line	\$ 123,873	\$ 0	\$ 123,873	\$ 137,546
2nd St. N/O Christoffersen Off Mid Storm Line	\$ 82,582	\$ 0	\$ 82,582	\$ 91,697
Subtotal	\$ 206,454	\$ 0	\$ 206,454	\$ 229,244
Subtotal Improvement Cost	\$ 428,324	\$ 0	\$ 428,324	\$ 475,604
Administration - 3% of Costs [2]			\$ 12,850	\$ 14,268
Total NTMP Area Fee Program Remaining Costs			\$ 441,173	\$ 489,872

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2020-21 prepared for the City of Turlock by EPS, April 2023.

[2] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 16
Turlock Annual Report
NTMP Fee Program Net Remaining Costs (2022 \$)

Item	Source	Cost (2022 \$)				Total
		Sanitary Sewer	Storm Drainage	Transportation	Administration	
Remaining Costs	Table 15	\$ 246,361	\$ 229,244	\$ 0	\$ 14,268	\$ 489,872
Less Fund Balance	Table 14	(\$ 855,168)	(\$ 466,824)	(\$ 904,356)	\$ 5,047	(\$ 2,221,302)
Net Remaining Costs		(\$ 608,808)	(\$ 237,581)	(\$ 904,356)	\$ 19,315	(\$ 1,731,429)
Sufficient Funds Available to Complete Improvements		Yes	Yes	Yes	No	Yes
Percent of Total Improvements Funded by Fee Program		100%	100%	100%	100%	100%

6. East Tuolumne Master Plan

Fee Program Overview

The developable land in the ETMP Area consists of residential uses only. The ETMP Fee Program was established to charge development impact fees to new development for specific plan infrastructure needed to serve the ETMP Area. The components of the ETMP Fee Program are summarized below:

- **Transportation:** These improvements include road improvements, irrigation improvements, and underground electrical improvements to roads that border the ETMP area.
- **Sanitary Sewer:** Funds sewer system infrastructure, including a pump station and series of new sewer mains.
- **Water:** Funds water infrastructure, including a series of water lines.
- **Administration:** Funds administration of the ETMP Fee Program.

Current Fee Schedule

Table 17 shows the current fee schedule for the ETMP Fee Program. These fees are effective from October 1, 2022, through December 31, 2022.

Fee Fund Activity

Table 18 shows the ETMP Fee Program Fund activity for Fiscal Year 2021–22. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the three components. During the fiscal year, revenue was derived from ETMP Area development impact fees. No expenses were incurred.

ETMP Fee Credits

In December 2019 and February 2021, the City entered into Subdivision Improvement Agreements (SIA) between Fairbanks Ranch 1, LLC., and KB Home North Bay, LLC., respectively. Fairbanks Ranch 1, LLC., agreed to build capital improvements for the Fairbanks Ranch Subdivision located in the ETMP Area. KB Home North Bay, LLC., agreed to build capital improvements for the Les Chateaux Subdivision located in the ETMP Area.

Table 19 shows the ETMP Fee Program credit activity Fiscal Year 2021–22. It summarizes the beginning balance of credits, net any credits used in previous fiscal years, the credits received in Fiscal Year 2021–22, and the remaining balance.

Table 17
Turlock Annual Report
ETMP Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)				Total
	Transportation	Sanitary Sewer	Portable Water	Admin.	
Residential			<i>per dwelling unit</i>		
Very Low Density	\$ 13,541.90	\$ 4,143.56	\$ 3,755.68	\$ 1,072.06	\$ 22,513.20
Low Density	\$ 13,541.90	\$ 4,143.56	\$ 2,933.55	\$ 1,030.95	\$ 21,649.96
Medium/Low Density	\$ 13,541.90	\$ 3,397.00	\$ 1,251.49	\$ 909.52	\$ 19,099.91
Medium Density	\$ 13,541.90	\$ 3,297.04	\$ 853.84	\$ 884.64	\$ 18,577.42
High Density	\$ 9,459.33	\$ 2,749.36	\$ 1,028.27	\$ 661.85	\$ 13,898.81
Cost Recovery Fee			<i>per acre</i>		
073-013-003					\$ 64,986.00
073-013-003					\$ 31,532.00
073-016-006					\$ 31,532.00
073-016-007					\$ 18,279.00

Source: City of Turlock

Table 18
Turlock Annual Report
ETMP Fee Program Fund Summary (FY 2021-22)

Item	Transportation	Sanitary Sewer	Storm Drainage	Water	Administration [1]	Total
Beginning Balance	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 111,228)	(\$ 111,228)
Revenue						
Interest Income	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Development Fees	\$ 0	\$ 0	\$ 0	\$ 0	\$ 84,553	\$ 84,553
Total	\$ 0	\$ 0	\$ 0	\$ 0	\$ 84,553	\$ 84,553
Expenses						
Bank Charges	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Ending Balance	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 26,675)	(\$ 26,675)

Source: City of Turlock

[1] Staff time was charged for administering the fee program before any fees had been collected.

Table 19
Turlock Annual Report
ETMP Fee Program Remaining Credits

Fund Component	EMTP Credits					
	Fairbanks Ranch			Les Chateaux		
	Capital Improvements (Credits Owed)	Credits Received [1]	Balance	Capital Improvements (Credits Owed)	Credits Received [2]	Balance
Transportation	\$ 1,200,531			\$ 985,386		
FY 19/20		\$ 11,102			\$ 0	
FY 20/21		\$ 669,201			\$ 0	
FY 21/22		\$ 777,518			\$ 280,228	
Subtotal Transportation	\$ 1,200,531	\$ 1,457,821	(\$ 257,290)	\$ 985,386	\$ 280,228	\$ 705,158
Sanitary Sewer	\$ 936,382			\$ 0		
FY 19/20		\$ 3,397			\$ 0	
FY 20/21		\$ 204,763			\$ 0	
FY 21/22		\$ 237,906			\$ 85,744	
Subtotal Sewer	\$ 936,382	\$ 446,065	\$ 490,317	\$ 0	\$ 85,744	(\$ 85,744)
Water	\$ 76,676			\$ 366,874		
FY 19/20		\$ 2,405			\$ 0	
FY 20/21		\$ 144,967			\$ 0	
FY 21/22		\$ 168,432			\$ 60,705	
Subtotal Water	\$ 76,676	\$ 315,804	(\$ 239,128)	\$ 366,874	\$ 60,705	\$ 306,169
Total	\$ 2,213,589	\$ 2,219,690	(\$ 6,102)	\$ 1,352,260	\$ 426,678	\$ 925,582

Source: City of Turlock

- [1] Reimbursement was owed to Fairbanks Ranch based on the total Capital Improvements for the Sewer Component of the ETMP Program, while both water and transportation components had fees due based on the original fee obligation. Because of the oversizing in Sewer, reimbursements were converted into credit for the fee obligations due in the Water and Transportation Components for the 2021-22 Fiscal Year.
- [2] Reimbursement was owed to Les Chateaux based on the total Capital Improvements for the Transportation and Water Components of the ETMP Program, while sewer components had fees due based on the original fee obligation. Because of the oversizing in Transportation and Water, reimbursements were converted into credit for the fee obligations due in the Sewer Component for the 2021-22 Fiscal Year.

Remaining Improvements

Table 20 details the remaining ETMP Fee Program improvement and fee administration costs. All improvement costs will be funded by the ETMP Fee Program fees. The costs are based on the remaining costs detailed in the 2019 ETMP Fee Nexus Study Update and subsequent AB1600 reports. The 2021 remaining costs have been updated to 2022 dollars using the change in the Engineering News-Record Construction Cost Index (CCI) for San Francisco from September 2021 through September 2022. In total, approximately \$1.3 million in improvements remain to be constructed.

Table 21 summarizes the remaining net costs by fee component after accounting for the existing fund balance. At this time, sufficient funds have not been collected to fund all the remaining improvements. For each fee component, additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$1.3 million in additional funding is needed to fully finance the remaining fee program costs, as summarized by component below:

Estimated Net Remaining Costs	Credits Owed		Credits Used		Credits Remaining	
	Fairbanks	Les Chateaux	Fairbanks	Les Chateaux	Fairbanks	Les Chateaux
Transportation	\$ 849,000	\$ 1,200,531	\$ 985,386	(\$ 1,457,821)	(\$ 280,228)	(\$ 257,290)
Sewer	\$ 0	\$ 936,382	\$ 0	(\$ 446,065)	(\$ 85,744)	\$ 490,317
Water	\$ 380,000	\$ 76,676	\$ 366,874	(\$ 315,804)	(\$ 60,705)	(\$ 239,128)
Administration	\$ 88,000					
Total	\$ 1,317,000	\$ 2,213,589	\$ 1,352,260	(\$ 2,219,690)	(\$ 426,678)	(\$ 6,102)

Amount and Timing of Remaining Funding

ETMP Fee Program revenue will provide the financing needed to fully fund the remaining improvements and fee administration costs summarized above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of building permits for development in the WISP. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 20
Turlock Annual Report
ETMP Fee Program Remaining Costs

Project	Remaining Costs (2021 \$)			Cost (2022 \$)
	Total Cost [1]	Less Completed	Remaining Cost	
Cost Adjustment				
San Francisco CCI - September 2021				1,073.21
San Francisco CCI - September 2022				1,191.68
Cost Increase Factor				1.11
ETMP-Funded Percentage of Total				100%
Transportation				
Tuolumne Rd Improvements from West Master Plan line to Waring	\$ 0	\$ 0	\$ 0	\$ 0
Waring Rd Improvements from Tuolumne Rd to Monte Vista	\$ 0	\$ 0	\$ 0	\$ 0
TID Irrigation Improvements on Tuolumne Rd from West Master Plan line to Waring	\$ 0	\$ 0	\$ 0	\$ 0
TID Irrigation Improvements on Waring North of Tuolumne	\$ 0	\$ 0	\$ 0	\$ 0
Quincy Rd Improvements from Tuolumne to Monte Vista	\$ 267,057	\$ 0	\$ 267,057	\$ 296,536
Waring Rd Improvements from Tuolumne Rd to Wyndfair #3	\$ 0	\$ 0	\$ 0	\$ 0
TID Electrical Undergrounding on Tuolumne Rd from West Master Plan line to Waring	\$ 199,620	\$ 0	\$ 199,620	\$ 221,655
TID Electrical Undergrounding on Waring North of Tuolumne	\$ 146,007	\$ 0	\$ 146,007	\$ 162,124
TID Electrical Undergrounding on Waring South of Tuolumne	\$ 151,711	\$ 0	\$ 151,711	\$ 168,457
Subtotal	\$ 764,395	\$ 0	\$ 764,395	\$ 848,772
Sanitary Sewer				
Pump Station at Storm Basin #1	\$ 0	\$ 0	\$ 0	\$ 0
Sewer Force Main in Lafitte Rothchild Dr. (6")	\$ 0	\$ 0	\$ 0	\$ 0
Sewer Force Main in Tuolumne Rd (6")	\$ 0	\$ 0	\$ 0	\$ 0
Sewer Force Main in Waring south (6")	\$ 0	\$ 0	\$ 0	\$ 0
Sewer Force Main in Hawkeye (6")	\$ 0	\$ 0	\$ 0	\$ 0
Sewer Main in Tuolumne Rd (8")	\$ 0	\$ 0	\$ 0	\$ 0
Sewer Main in Lafitte Rothchild Tuolumne to Pump Station (8" & 10")	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal	\$ 0	\$ 0	\$ 0	\$ 0

Table 20
Turlock Annual Report
ETMP Fee Program Remaining Costs

Project	Remaining Costs (2021 \$)			Cost (2022 \$)
	Total Cost [1]	Less Completed	Remaining Cost	
Water				
Water Line in Tuolumne (10")	\$ 0	\$ 0	\$ 0	\$ 0
Water Line in Waring Road North of Tuolumne Road (12")	\$ 0	\$ 0	\$ 0	\$ 0
Water Line in Waring Road South of Tuolumne Road (12")	\$ 0	\$ 0	\$ 0	\$ 0
Water Line in Monte Vista Ave (24")	\$ 113,712	\$ 0	\$ 113,712	\$ 126,264
Water Line in Quincy Road (16")	\$ 346,483	\$ 0	\$ 346,483	\$ 384,729
Less City share for increased size on Quincy (Surface Water Infrastructure)	(\$ 41,350)	\$ 0	(\$ 41,350)	(\$ 45,914)
Less City share for increased size on Monte Vista (Surface Water Infrastructure)	(\$ 76,996)	\$ 0	(\$ 76,996)	(\$ 85,495)
Subtotal	\$ 341,849	\$ 0	\$ 341,849	\$ 379,583
Subtotal Improvement Cost	\$ 1,106,243	\$ 0	\$ 1,106,243	\$ 1,228,356
Administration - 5% of Costs [2]				\$ 61,418
Total ETMP Area Fee Program Remaining Costs				\$ 1,289,774

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2020-21 prepared for the City of Turlock by EPS, April 2023.

[2] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, actual administration is equal to 5% of the current fee.

Table 21
Turlock Annual Report
ETMP Fee Program Net Remaining Costs (2022 \$)

Item	Source	Cost (2022 \$)				Total
		Transportation	Sanitary Sewer	Portable Water	Administration	
Remaining Costs	Table 20	\$ 848,772	\$ 0	\$ 379,583	\$ 61,418	\$ 1,289,774
Less Fund Balance	Table 18	\$ 0	\$ 0	\$ 0	\$ 26,675	\$ 26,675
Net Remaining Costs		\$ 848,772	\$ 0	\$ 379,583	\$ 88,092	\$ 1,316,448
Sufficient Funds Available to Complete Improvements		No	Yes	No	No	No
Percent of Total Improvements Funded by Fee Program		100%	100%	100%	100%	100%

7. Master Storm Fee Program

Fee Program Overview

The Master Storm Fee Program is a citywide fee program that provides funding for storm drainage facilities needed to serve development in all areas of the City. As growth in the City occurs and more users are added to the system, the increased level of service will result in capacity deficiencies. The Master Storm Fee Program was established to provide funding for upgrades to existing storm drainage facilities to correct future deficiencies, as well as for construction of new storm drainage system facilities. These facilities include master storm drains and master detention basins. In 2015, the Master Storm Drainage Development Impact Fee Nexus Study was prepared to update the Master Storm Fees based on new land use and growth projections as well as estimated storm drainage facility needs and costs. In addition to other updates, it should be noted that the updated improvements included improvements that had been transferred from the WISP and NWTSP Fee Programs to close the storm drainage components in those two fee programs.

The components of the Master Storm Fee Program are summarized below:

- **Storm Drainage:** Funds master storm drains and master detention basins.
- **Administration:** Funds administration of the Master Storm Fee Program.

Current Fee Schedule

Table 22 shows the current fee schedule for the Master Storm Fee Program. These fees are effective from October 1, 2022, through December 31, 2022. Note that while it is not specified in the City fee schedule, 3 percent of each fee is designated for fee administration, and the remaining amount is designated for capital expenses.

Fee Fund Activity

Table 23 shows the Master Storm Fee Program Fund activity for Fiscal Year 2021–22. It summarizes the beginning balance, revenues, expenses, and ending balance.

Table 22
Turlock Annual Report
Master Storm Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)
Residential	
Low Density Residential	\$ 8,702.39
Medium Density Residential	\$ 15,242.05
High Density Residential	\$ 15,242.05
Nonresidential	
Commercial	\$ 21,802.35
Office	\$ 21,802.35
Industrial	\$ 21,802.35

Source: City of Turlock

Table 23
Turlock Annual Report
Master Storm Fee Program Fund Summary (FY 2021-22)

Item	Amount
Beginning Balance	\$ 4,137,535
Revenue	
Interest Income	(\$ 3,830)
Market Valuation	\$ 0
Development Fees - Storm Drainage	\$ 688,386
Development Fees - Administration	\$ 17,645
Total	\$ 702,201
Less Expenses	
Bank Charges	\$ 0
Reporting	\$ 0
Contract Services General	\$ 0
Total Expenses	\$ 0
Ending Balance	\$ 4,839,736

City of Turlock

During the fiscal year, revenue was derived from interest income and Master Storm development impact fees and no expenses were incurred.

Remaining Improvements

Table 24 details the total and remaining improvement and fee administration costs to be funded by the Master Storm Fee Program, which comprise approximately 53 percent of the total improvement costs. The costs are based on the remaining costs detailed in the 2015 Master Storm Drainage Development Impact Fee Nexus Study and subsequent AB1600 reports. **Table 23** shows the remaining costs that have been updated to 2022 dollars using the change in the Engineering News-Record CCI using the change in the Engineering News-Record CCI for San Francisco from September 2021 through September 2022.

Table 25 summarizes the remaining net costs in 2022 dollars after accounting for the fee fund balance. At this time, sufficient funds have not been collected to fund all remaining improvements. Additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$54.0 million in additional funding is needed to fully finance the remaining storm drainage improvements and administrative costs.

Amount and Timing of Remaining Funding

Future Master Storm Fee Program revenue will provide the financing needed to fully fund the remaining improvements and administration costs discussed above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of final maps for development in the City. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 24
Turlock Annual Report
Master Storm Fee Program Remaining Costs

Item	Type	Description/Street	Description/Limits	Total Master Storm Fee-Funded Cost (2021 \$)			Remaining Cost (2022 \$)
				Total Cost [1]	Less Completed	Remaining Cost	
Cost Adjustment							
							1,073.21
							1,191.68
							1.11
Total Improvements Cost (from 2015 Nexus Study) [2]				\$ 83,828,000			
Total Master Storm Fee-Funded Cost (from 2015 Nexus Study) [2]				\$ 44,468,500			
Master Storm Fee-Funded Percentage of Total				53%			
Existing Service Area MASTER CIP							
Pipelines							
ESD-2	Pipe	Christoffersen Pkwy	Pump Station No. 31 Wet Well to Walnut Rd (Walnut Pump Station #1 Wet Well)	\$ 409,646	\$ 0	\$ 409,646	\$ 454,864
ESD-3	Pipe	Monte Vista Dr	Four Seasons Dr to Walnut Rd	\$ 115,685	\$ 0	\$ 115,685	\$ 128,455
ESD-4	Pipe	Countryside Dr	West side of Staples/Walmart Shopping Center, parallel to Countryside Dr	\$ 12,908	\$ 0	\$ 12,908	\$ 14,333
ESD-6	Pipe	Colorado Ave	Waldorf Dr to Tuolumne Rd	\$ 9,864	\$ 0	\$ 9,864	\$ 10,952
ESD-8	Pipe	Castleview Dr	Quincy Rd to west of Palace Ct	\$ 76,291	\$ 0	\$ 76,291	\$ 84,712
ESD-9	Pipe	Johnson Rd	Tuolumne Rd to north of Castleview Dr	\$ 16,987	\$ 0	\$ 16,987	\$ 18,863
ESD-14	Pipe	Almond Ave	Almond Ave and Golden State Blvd	\$ 28,495	\$ 0	\$ 28,495	\$ 31,640
ESD-23	Pipe	Montana Ave	East of Hwy 99 to West Ave South	\$ 37,628	\$ 0	\$ 37,628	\$ 41,782
ESD-29	Pipe	Kilroy Rd	Parallel Pipe from Industrial Rowe to Spengler Way	\$ 30,322	\$ 0	\$ 30,322	\$ 33,669
ESD-45	Pipe	Quincy Rd	Canal Dr to East Ave	\$ 312,897	\$ 0	\$ 312,897	\$ 347,436
ESD-46	Pipe	East Ave	Quincy Rd to Southeast 2 Area Pump Station (ESD-PS-6)	\$ 218,644	\$ 0	\$ 218,644	\$ 242,779
Pump Stations/Basins							
ESD-PS-6	Pump Station	East Ave	East of Daubenberger Rd	\$ 901,123	\$ 0	\$ 901,123	\$ 1,000,594
ESD-FM-1	Force Main	East Ave	Dual Force Mains to Northern East Linear Basin	\$ 772,043	\$ 0	\$ 772,043	\$ 857,265
ESD-BN-1	Basin	Northern East Linear Basin	Northern East Linear Basin	\$ 560,645	\$ 0	\$ 560,645	\$ 622,532
	Land Acquisition	Northern East Linear Basin	Northern East Linear Basin	\$ 681,931	\$ 0	\$ 681,931	\$ 757,206
Buildout System Improvements							
Pipelines							
FSD-1	Pipe	Monte Vista Dr	Summer Creek Dr to Four Seasons Dr	\$ 94,496	\$ 0	\$ 94,496	\$ 104,927
FSD-3	Pipe	Tully Rd	Branding Iron Dr to Fulkerth Rd	\$ 22,285	\$ 0	\$ 22,285	\$ 24,744
FSD-4	Pipe	Oxford Ave, Pedras Rd	Jacquelinelee Dr to Northeast of Divanian Dr	\$ 138,822	\$ 0	\$ 138,822	\$ 154,146
FSD-5	Pipe	Kilroy Rd	Parallel Pipe from Castor St to Industrial Rowe	\$ 28,556	\$ 0	\$ 28,556	\$ 31,708
FSD-6	Pipe	Syracuse Ave	Palm St to Geer Rd	\$ 97,358	\$ 0	\$ 97,358	\$ 108,105
FSD-7	Pipe	Golden State Blvd	Monroe Ave to Geer Rd	\$ 22,833	\$ 0	\$ 22,833	\$ 25,353
FSD-8	Pipe	Washington Rd, Canal Dr	Fulkerth Rd to Fransil Ln	\$ 303,216	\$ 0	\$ 303,216	\$ 336,686
FSD-9	Pipe	Unnamed Rd	Fulkerth Rd to Canal Dr	\$ 540,674	\$ 0	\$ 540,674	\$ 600,356
FSD-10	Pipe	Canal Dr	Dianne Dr to Fransil Ln	\$ 80,979	\$ 0	\$ 80,979	\$ 89,918
FSD-11	Pipe	Tegner Rd	South of Fulkerth Rd to Canal Dr	\$ 328,788	\$ 0	\$ 328,788	\$ 365,081
FSD-12	Pipe	Tegner Rd	North of West Main St to Canal Dr	\$ 376,280	\$ 0	\$ 376,280	\$ 417,815
FSD-13	Pipe	Fransil Ln	Fulkerth Rd to Canal Dr	\$ 93,278	\$ 0	\$ 93,278	\$ 103,575
FSD-14	Pipe	Fransil Ln	Canal Dr to West Main St, to FSD-PS-2 Wet Well	\$ 117,755	\$ 0	\$ 117,755	\$ 130,753

Table 24
Turlock Annual Report
Master Storm Fee Program Remaining Costs

Item	Type	Description/Street	Description/Limits	Total Master Storm Fee-Funded Cost (2021 \$)			Remaining Cost (2022 \$)
				Total Cost [1]	Less Completed	Remaining Cost	
FSD-18	Pipe	West Main St, Clinton Rd, Fransil Ln	Near intersection of West Main St and Clinton Rd, and along Fransil Ln	\$ 635,657	\$ 0	\$ 635,657	\$ 705,824
FSD-19	Pipe	West Main St	Clinton Rd to Fransil Ln	\$ 418,900	\$ 0	\$ 418,900	\$ 465,141
FSD-20	Pipe	West Main St	Dianne Dr to Kilroy Rd	\$ 270,337	\$ 0	\$ 270,337	\$ 300,178
FSD-21	Pipe	Tegner Rd	West Main St to Liberty Square Pkwy	\$ 653,923	\$ 0	\$ 653,923	\$ 726,107
FSD-22	Pipe	Tegner Rd	Linwood Ave to south of Humphrey Ct	\$ 349,490	\$ 0	\$ 349,490	\$ 388,068
FSD-23	Pipe	Washington Rd, Ruble Rd	Clayton Rd to FSD-PS-2 Wet Well	\$ 836,583	\$ 0	\$ 836,583	\$ 928,930
FSD-24	Pipe	Linwood Ave, Unnamed Rd	Linwood Ave and along Unnamed Rd, to FSD-PS-2 Wet Well	\$ 1,128,839	\$ 0	\$ 1,128,839	\$ 1,253,446
FSD-25	Pipe	Ruble Rd	Tegner Rd to Unnamed Rd	\$ 84,389	\$ 0	\$ 84,389	\$ 93,704
FSD-26	Pipe	Linwood Ave	Glenwood Ave to Kilroy Rd	\$ 1,513,643	\$ 0	\$ 1,513,643	\$ 1,680,727
FSD-27	Pipe	Kilroy Rd	Linwood Ave to Spengler Way	\$ 764,737	\$ 0	\$ 764,737	\$ 849,152
FSD-28	Pipe	Soderquist Rd	South Ave to Jordan Ave	\$ 473,699	\$ 0	\$ 473,699	\$ 525,988
FSD-29	Pipe/Casing(1)	Highway 99	West of Soderquist Rd to the east side of Highway 99, north of Venture Ln	\$ 398,199	\$ 0	\$ 398,199	\$ 442,154
FSD-30	Pipe	North of Venture Ln, Walnut Rd	Soderquist Rd to Walnut Rd, Linwood Ave to Venture Ln	\$ 854,849	\$ 0	\$ 854,849	\$ 949,212
FSD-31	Pipe	Unnamed Dr	South of Hawkeye Ave to north of Canal Dr	\$ 735,511	\$ 0	\$ 735,511	\$ 816,701
FSD-32	Pipe	Unnamed Dr	South of Canal Dr to East Ave	\$ 773,261	\$ 0	\$ 773,261	\$ 858,618
FSD-33	Pipe	West of Verduga Rd	Connection pipeline from Northern to Southern East Linear Basin	\$ 89,625	\$ 0	\$ 89,625	\$ 99,519
FSD-34	Pipe	Johnson Rd	South of East Ave to Unnamed Rd	\$ 231,369	\$ 0	\$ 231,369	\$ 256,909
FSD-35	Pipe	Johnson Rd	Unnamed Rd to Brier Rd	\$ 720,899	\$ 0	\$ 720,899	\$ 800,475
FSD-36	Pipe	Johnson Rd	Brier Rd to Linwood Ave	\$ 1,408,918	\$ 0	\$ 1,408,918	\$ 1,564,442
FSD-37	Pipe	Unnamed Rd, Brier Rd	Daubenberger Rd to Johnson Rd	\$ 1,709,699	\$ 0	\$ 1,709,699	\$ 1,898,424
FSD-38	Pipe	South of Brier Rd	FSD-BN-5 (Future Basin) to Johnson Rd	\$ 1,131,275	\$ 0	\$ 1,131,275	\$ 1,256,151
FSD-39	Pipe	Linwood Ave	West of Verduga Rd to Johnson Rd	\$ 1,082,566	\$ 0	\$ 1,082,566	\$ 1,202,065
FSD-40	Pipe	Paulson Rd	Center St to Linwood Ave at Future Pump Station (FSD-PS-3) Wet Well	\$ 1,505,119	\$ 0	\$ 1,505,119	\$ 1,671,262
FSD-41	Pipe	Linwood Ave	Johnson Rd to 5th St	\$ 1,050,904	\$ 0	\$ 1,050,904	\$ 1,166,909
FSD-42A	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 118,120	\$ 0	\$ 118,120	\$ 131,159
FSD-42B	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 705,068	\$ 0	\$ 705,068	\$ 782,897
FSD-42C	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 180,225	\$ 0	\$ 180,225	\$ 200,119
FSD-42D	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 93,766	\$ 0	\$ 93,766	\$ 104,116
FSD-42E	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 306,869	\$ 0	\$ 306,869	\$ 340,743
FSD-42F	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 730,640	\$ 0	\$ 730,640	\$ 811,292
FSD-42G	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 64,540	\$ 0	\$ 64,540	\$ 71,664
FSD-42H	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 387,239	\$ 0	\$ 387,239	\$ 429,985
FSD-42I	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 120,556	\$ 0	\$ 120,556	\$ 133,863
FSD-42J	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 163,176	\$ 0	\$ 163,176	\$ 181,189
FSD-42K	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 154,652	\$ 0	\$ 154,652	\$ 171,724
FSD-42L	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 180,225	\$ 0	\$ 180,225	\$ 200,119
FSD-42M	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 164,394	\$ 0	\$ 164,394	\$ 182,541
FSD-42N	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 137,604	\$ 0	\$ 137,604	\$ 152,793
FSD-42O	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 59,669	\$ 0	\$ 59,669	\$ 66,256
FSD-42P	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 170,483	\$ 0	\$ 170,483	\$ 189,302
FSD-42Q	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 81,588	\$ 0	\$ 81,588	\$ 90,594
FSD-43	Pipe	Lander Ave	Southeast 1 Area (FSD-PS-4) to Lander Ave	\$ 1,147,105	\$ 0	\$ 1,147,105	\$ 1,273,729
FSD-44	Pipe	Linwood Ave	5th St to Lander Ave	\$ 2,289,340	\$ 0	\$ 2,289,340	\$ 2,542,049
FSD-45	Pipe	Linwood Ave	West Linwood Ave Basin to Harding Drain Outfall	\$ 2,873,061	\$ 0	\$ 2,873,061	\$ 3,190,204

Table 24
Turlock Annual Report
Master Storm Fee Program Remaining Costs

Item	Type	Description/Street	Description/Limits	Total Master Storm Fee-Funded Cost (2021 \$)			Remaining Cost (2022 \$)
				Total Cost [1]	Less Completed	Remaining Cost	
Pump Stations/Basins							
FSD-PS-1	Pump Station	Fransil Ln & West Main St	At Fransil Ln and West Main St, Future Pump Station	\$ 90,843	\$ 0	\$ 90,843	\$ 100,871
FSD-PS-2	Pump Station	Ruble Rd	At Ruble Rd and Unnamed Rd, Future Pump Station	\$ 301,998	\$ 0	\$ 301,998	\$ 335,334
FSD-PS-3	Pump Station	Linwood Ave	At Johnson Rd	\$ 1,930,108	\$ 0	\$ 1,930,108	\$ 2,143,164
FSD-FM-1	Force Main	Linwood Ave	Johnson Rd to Verduga Rd (Dual Force Mains)	\$ 4,565,285	\$ 0	\$ 4,565,285	\$ 5,069,224
FSD-PS-4	Pump Station	Unnamed Rd	Southeast 1 Area Future Pump station	\$ 735,511	\$ 0	\$ 735,511	\$ 816,701
FSD-BN-1	Basin	Fransil Ln & West Main St	At Fransil Ln and West Main St, Future Retention Basin	\$ 108,622	\$ 0	\$ 108,622	\$ 120,612
	Land Acquisition	Fransil Ln & West Main St	At Fransil Ln and West Main St, Future Retention Basin	\$ 121,773	\$ 0	\$ 121,773	\$ 135,215
FSD-BN-2	Basin	Ruble Rd	At Ruble Rd and Unnamed Rd, Future Detention Basin	\$ 434,487	\$ 0	\$ 434,487	\$ 482,448
	Land Acquisition	Ruble Rd	At Ruble Rd and Unnamed Rd, Future Detention Basin	\$ 487,094	\$ 0	\$ 487,094	\$ 540,861
FSD-BN-3	Basin	Southern East Linear Basin	Southern East Linear Basin	\$ 1,855,827	\$ 0	\$ 1,855,827	\$ 2,060,682
	Land Acquisition	Southern East Linear Basin	Southern East Linear Basin	\$ 2,465,911	\$ 0	\$ 2,465,911	\$ 2,738,111
FSD-BN-4	Basin	Highway 99 Basin	Southeast 1 Area, Highway 99 new basin	\$ 758,648	\$ 0	\$ 758,648	\$ 842,392
	Land Acquisition	Highway 99 Basin	Southeast 1 Area, Highway 99 new basin	\$ 754,995	\$ 0	\$ 754,995	\$ 838,335
FSD-BN-5	Basin	Unnamed Rd	Southeast of Daubenberger Rd and Brier Rd	\$ 1,086,219	\$ 0	\$ 1,086,219	\$ 1,206,121
	Land Acquisition	Unnamed Rd	Southeast of Daubenberger Rd and Brier Rd	\$ 1,217,734	\$ 0	\$ 1,217,734	\$ 1,352,154
Total Remaining Improvement Costs				\$ 52,296,195	\$ 0	\$ 52,296,195	\$ 58,068,915
Fee Administration Cost (3%) [3]				\$ 1,568,886	\$ 0	\$ 1,568,886	\$ 1,742,067
Total Remaining Cost				\$ 53,865,081	\$ 0	\$ 53,865,081	\$ 59,810,982

Source: City of Turlock and EPS

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2020-21 prepared for the City of Turlock by EPS, April 2023.

[2] From Storm Master Storm Drainage Development Impact Fee Nexus Study dated September 18, 2015.

[3] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 25
Turlock Annual Report
Master Storm Fee Program Net Remaining Costs (2022 \$)

Item	Source	Total Remaining Cost
Remaining Costs	Table 24	\$ 59,697,943
Less Fund Balance	Table 23	(\$ 4,839,736)
Net Remaining Costs		\$ 54,858,207
Sufficient Funds Available to Complete Improvements Percent of Total Improvements Funded by Fee Program		No 53%

8. Sewer Trunk Capacity Fee Program

Fee Program Overview

The Sewer Trunk Capacity (Sewer) Fee Program is a citywide fee program that provides funding for sanitary sewer facilities need to serve development in all areas of the City. The Sewer Fee Program was established to provide funding for the construction of citywide sewer trunk lines or the oversizing of normal-sized sewer lines to be used as sewer trunk lines. In 2015, the Sewer Trunk Capacity Development Impact Fee Nexus Study was prepared to update the Sewer Fees based on new land use and growth projections as well as estimated sewer trunk facility needs and costs.

The components of the Sewer Fee Program are summarized below:

- **Sanitary Sewer:** Funds construction of sewer trunk lines.
- **Administration:** Funds administration of the Sewer Fee Program.

Current Fee Schedule

Table 26 shows the current fee schedule for the Sewer Fee Program. These fees are effective from October 1, 2022, through December 31, 2022. Note that while it is not specified in the City fee schedule, 3 percent of each fee is designated for fee administration, and the remaining amount is designated for capital expenses.

Fee Fund Activity

Table 27 shows the Sewer Fee Program Fund activity for Fiscal Year 2021–22. It summarizes the beginning balance, revenues, expenses, and ending balance.

During the fiscal year, revenue was derived from interest income, line construction, and Sewer development impact fees. No expenses were incurred.

There were no loans and no refunds made or allocated from the Sewer Fee Program.

Table 26
Turlock Annual Report
Sewer Trunk Capacity Development Impact Fees (effective October 1, 2022)

Land Use	Fee (effective October 1, 2022)
Residential	<i>per dwelling unit</i>
Very Low Density Residential	\$ 3,052.77
Low Density Residential	\$ 3,052.77
Low-Medium Density Residential	\$ 3,052.77
Medium Density Residential	\$ 2,416.31
High Density Residential	\$ 2,034.72
Subtotal Residential	
Nonresidential and Mixed Use	<i>per acre</i>
Downtown	\$ 254.86
Neighborhood Center	\$ 1,031.93
Office	\$ 636.46
Community Commercial/Office	\$ 763.19
Community Commercial	\$ 889.93
Highway Commercial	\$ 636.46
Heavy Commercial	\$ 636.46
Business Park	\$ 636.46
Industrial	\$ 1,653.12

Source: City of Turlock

Table 27
Turlock Annual Report
Sewer Trunk Capacity Fee Program Fund Summary (FY 2021-22)

Item	Amount
Beginning Balance	\$ 1,992,273
Revenue	
Interest Income	(\$ 1,753)
Development Fees - Sewer (admin?)	\$ 11,463
Line Construcion	\$ 384,344
Total	\$ 394,054
Expenses	
Reporting	\$ 0
Bank Charges	\$ 0
Total Expenses	\$ 0
Ending Balance	\$ 2,386,328

City of Turlock

Remaining Improvements

Table 28 details the improvement and fee administration costs to be funded by the Sewer Fee Program, which comprise approximately 74 percent of the total costs. The costs are based on the remaining costs detailed in the 2015 Sewer Trunk Capacity Development Impact Fee Nexus Study and subsequent AB1600 reports. No construction has occurred since 2015, so the remaining improvements to be completed have not changed. The remaining costs have been updated to 2021 dollars using the change in the Engineering News-Record CCI for San Francisco from September 2021 through September 2022.

Table 29 summarizes the remaining net costs in 2022 dollars after accounting for the fee fund balance. At this time, sufficient funds have not been collected to fund all remaining improvements. Additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$47.6 million in additional funding is needed to fully finance the remaining sewer improvements.

Amount and Timing of Remaining Funding

Future Sewer Fee Program revenue will provide the financing needed to fully fund the remaining improvements and administration costs discussed above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of building permits for development in the City. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 28
Turlock Annual Report
Sewer Trunk Capacity Fee Program Remaining Costs

Item	Type	Description/Street	Description/Limits	Cost (2021 \$)			Cost (2022 \$)
				Costs [1]	Less Completed	Remaining Cost	
Cost Adjustment							
		San Francisco CCI - September 2021					1,073.21
		San Francisco CCI - September 2022					1,191.68
		Cost Increase Factor					1.11
Total Improvements Cost (from 2015 Nexus Study)				\$ 48,304,500			
Total Master Sewer Trunk Capacity Fee-Funded Cost (from 2015 Nexus Study)				\$ 35,805,720			
Master Sewer Trunk Fee-Funded Percentage of Total				74%			
Existing System Improvements							
Pipelines							
ESS-1	Pipe	W. Main St./N. Soderquist Rd.	Julian St. to S. Tully Rd.	\$ 40,927	\$ 0	\$ 40,927	\$ 45,445
ESS-2	Pipe	Wayside Dr.	N. Denair Ave, to Geer Rd.	\$ 7,685	\$ 0	\$ 7,685	\$ 8,534
ESS-3	Pipe	Colorado Ave.	North of Escondido Ave. to south of Escondido Ave.	\$ 0	\$ 0	\$ 0	\$ 0
Projects to Remove Direct Connections to Sewer System(4)							
ESD-11	Pipe	Johnson Rd	Marshall St to Canal Dr	\$ 127,497	\$ 0	\$ 127,497	\$ 141,570
ESD-17	Pipe	D St	6th to Lander Ave	\$ 213,164	\$ 0	\$ 213,164	\$ 236,694
ESD-19	Pipe	West South Ave	Columbia St to High St	\$ 44,569	\$ 0	\$ 44,569	\$ 49,489
ESD-20	Pipe	West South Ave	High St to Vermont Ave	\$ 81,832	\$ 0	\$ 81,832	\$ 90,865
ESD-21	Pipe	West South Ave	Vermont Ave to South Ave	\$ 110,327	\$ 0	\$ 110,327	\$ 122,505
ESD-22	Pipe	West Ave South	South Ave to Linwood Ave	\$ 428,033	\$ 0	\$ 428,033	\$ 475,282
ESD-25	Pipe	Montana Ave	Gabriel St to West Ave South	\$ 114,528	\$ 0	\$ 114,528	\$ 127,170
ESD-26	Pipe	Lander Ave	E St to Linwood Ave, Adjust inverts to match proposed Linwood trunk line	\$ 359,475	\$ 0	\$ 359,475	\$ 399,156
ESD-43	Pipe	Canal Drive	Johnson Rd and Canal Dr, provides connection to canal trunk line	\$ 3,897	\$ 0	\$ 3,897	\$ 4,327
ESD-47	Pipe	Marshall St	Berkeley Ave to Johnson Rd	\$ 326,353	\$ 0	\$ 326,353	\$ 362,377
ESD-48	Pipe	Rose St	Merritt St to Canal Dr	\$ 285,559	\$ 0	\$ 285,559	\$ 317,080
ESD-50	Pipe	Olive Ave, Golden State Blvd	Thor St to southeast of Minerva St	\$ 793,963	\$ 0	\$ 793,963	\$ 881,604
ESD-51	Pipe/Casing(1)	Golden State Blvd, 1st Street	Pipe & Casing under Train Tracks, east of Golden State Blvd	\$ 185,096	\$ 0	\$ 185,096	\$ 205,527
ESD-52	Pipe	D St	1st St to 6th St	\$ 625,306	\$ 0	\$ 625,306	\$ 694,331
ESD-53	Pipe	F St	8th St to Lander Ave	\$ 154,652	\$ 0	\$ 154,652	\$ 171,724
ESD-55	Pipe	Lander Ave	D St to E St	\$ 216,270	\$ 0	\$ 216,270	\$ 240,142
ESD-57	Pipe	Linwood Ave	Lander Ave to West Linwood Ave Basin	\$ 1,826,966	\$ 0	\$ 1,826,966	\$ 2,028,636
ESD-58	Pipe	Columbia St	Locust St to West Ave South	\$ 259,377	\$ 0	\$ 259,377	\$ 288,009
ESD-59	Pipe	Castor St, Laurel St	Locust St to High St	\$ 79,153	\$ 0	\$ 79,153	\$ 87,890
ESD-60	Pipe	High St	Laurel St to West Ave South	\$ 289,821	\$ 0	\$ 289,821	\$ 321,813
ESD-61	Pipe	Vermont Ave	Orange St to West Ave South	\$ 233,805	\$ 0	\$ 233,805	\$ 259,614
ESD-62	Pipe	Martinez St, Williams Ave	Parnell Ave to West Ave South	\$ 101,072	\$ 0	\$ 101,072	\$ 112,229
ESD-63	Pipe	Orange St	South Ave to Montana Ave	\$ 300,171	\$ 0	\$ 300,171	\$ 333,306
ESD-64	Pipe	Lewis St	Maple St to Orange St	\$ 56,625	\$ 0	\$ 56,625	\$ 62,875
ESD-65	Pipe	Montana Ave	Orange St to west of Gabriel St	\$ 170,483	\$ 0	\$ 170,483	\$ 189,302
ESD-66	Pipe/Casing(1)	Linwood Ave, under Highway 99	Boring under Highway 99, under Linwood Ave	\$ 286,776	\$ 0	\$ 286,776	\$ 318,432
ESD-BN-2	Basin	Linwood Ave	West Linwood Ave Basin	\$ 1,655,875	\$ 0	\$ 1,655,875	\$ 1,838,659

Table 28
Turlock Annual Report
Sewer Trunk Capacity Fee Program Remaining Costs

Item	Type	Description/Street	Description/Limits	Cost (2021 \$)			Cost (2022 \$)
				Costs [1]	Less Completed	Remaining Cost	
Buildout System Improvements							
Pipelines							
FSS-1A	Pipe	E. Linwood Ave.	Golf Rd. to east of 5th St.	\$ 181,442	\$ 0	\$ 181,442	\$ 201,471
FSS-1B	Pipe	E. Linwood Ave.	S. Johnson Rd. to Golf Rd.	\$ 316,611	\$ 0	\$ 316,611	\$ 351,560
FSS-2	Pipe	S. Johnson Rd.	Briar Rd. to E. Linwood Ave.	\$ 566,246	\$ 0	\$ 566,246	\$ 628,751
FSS-3	Pipe	S. Johnson Rd.	South of East Ave. to Brier Rd.	\$ 187,531	\$ 0	\$ 187,531	\$ 208,232
FSS-4	Pipe	E. Linwood Ave.	S. Quincy Rd. to S. Johnson Rd.	\$ 231,369	\$ 0	\$ 231,369	\$ 256,909
FSS-5	Pipe	E. Linwood Ave.	East of S. Quincy Rd. to S. Quincy Rd.	\$ 185,096	\$ 0	\$ 185,096	\$ 205,527
FSS-6	Pipe	Brier Rd.	S. Quincy Rd. to S. Johnson Rd.	\$ 228,934	\$ 0	\$ 228,934	\$ 254,205
FSS-7	Pipe	Brier Rd.	S. Daubenberger Rd. to S. Quincy Rd.	\$ 189,967	\$ 0	\$ 189,967	\$ 210,936
FSS-8	Pipe	Alley north of East Ave.	N. Berkeley Avenue to Bell St.	\$ 398,199	\$ 0	\$ 398,199	\$ 442,154
FSS-9	Pipe	East Ave.	N. Quincy Rd. to N. Berkeley Ave.	\$ 651,488	\$ 0	\$ 651,488	\$ 723,402
FSS-10	Pipe	East Ave.	West of N. Verduga Rd. to N. Quincy Rd.	\$ 572,335	\$ 0	\$ 572,335	\$ 635,512
FSS-11	Pipe	West of N. Verduga Rd.	Canal Dr. to East Ave.	\$ 472,481	\$ 0	\$ 472,481	\$ 524,636
FSS-12	Pipe	West of N. Verduga Rd.	South of Hawkeye to Canal Dr.	\$ 180,225	\$ 0	\$ 180,225	\$ 200,119
FSS-13	Pipe	E. Glenwood Ave.	5th St. to Golf Rd.	\$ 207,015	\$ 0	\$ 207,015	\$ 229,866
FSS-14	Pipe	Golf Rd.	South of E. Glenwood Ave to E. Glenwood Ave.	\$ 191,184	\$ 0	\$ 191,184	\$ 212,288
FSS-15	Pipe	W. Glenwood Ave.	West of Lander Avenue to east of S. Walnut Rd.	\$ 414,030	\$ 0	\$ 414,030	\$ 459,732
FSS-16	Pipe	W. Glenwood Ave.	West of Lander Avenue to south of Linwood Ave.	\$ 281,297	\$ 0	\$ 281,297	\$ 312,347
FSS-24	Pipe	East of S. Washington Rd.	South of West Main St. to West Main St.	\$ 192,402	\$ 0	\$ 192,402	\$ 213,640
FSS-28	Pipe	Christoffersen Pkwy./N. Waring Rd.	Redirect Denair flows to 24-inch sewer on Christoffersen	\$ 1,860,698	\$ 0	\$ 1,860,698	\$ 2,066,091
FSS-29	Pipe	Golf Road	Glenwood Ave. to E. Linwood Ave.	\$ 306,869	\$ 0	\$ 306,869	\$ 340,743
Lift Stations							
LS-MR	Lift Station	Morgan Ranch	Assumed 2 pumps	\$ 990,018	\$ 0	\$ 990,018	\$ 1,099,301
LS-4	Lift Station	Kilroy Road	Assumed 3 pumps	\$ 2,141,994	\$ 0	\$ 2,141,994	\$ 2,378,438
LS-50	Lift Station	Tegner Road	Assumed 3 pumps	\$ 8,122,286	\$ 0	\$ 8,122,286	\$ 9,018,865
	Force Main	N. Walnut Rd.	Extend existing 18-inch force main	\$ 603,996	\$ 0	\$ 603,996	\$ 670,668
LS-57	Lift Station	Piccadilly Lane	Assumed 2 pumps	\$ 3,462,018	\$ 0	\$ 3,462,018	\$ 3,844,173
LS-63	Lift Station	Fulkerth/Tegner	Assumed 2 pumps	\$ 2,945,699	\$ 0	\$ 2,945,699	\$ 3,270,860
LS-67	Lift Station	Humphrey Ct.	Assumed 2 pumps	\$ 1,072,824	\$ 0	\$ 1,072,824	\$ 1,191,247
LS-GS	Lift Station	Golden State Blvd.	Assumed 3 pumps (current capacity unknown)	\$ 1,818,077	\$ 0	\$ 1,818,077	\$ 2,018,765
LS-Main	Lift Station	Main St. Near Clinton Rd.	Assumed 3 pumps (current capacity unknown)	\$ 2,725,289	\$ 0	\$ 2,725,289	\$ 3,026,120
LS-Ind	Lift Station	New Industrial Lift Station	Assumed 2 pumps	\$ 1,738,924	\$ 0	\$ 1,738,924	\$ 1,930,875
	Force Main	S. Washington Rd.	W. Linwood Ave. to W. Main St.	\$ 1,158,065	\$ 0	\$ 1,158,065	\$ 1,285,898
	Land Acquisition	Corner of S. Washington Rd. and W. Linwood Ave.	Land Acquisition assumed 0.25 acres	\$ 23,137	\$ 0	\$ 23,137	\$ 25,691
	Less Lift Station in WISP [3]			(\$ 324,500)	\$ 0	(\$ 324,500)	(\$ 360,320)
Total Remaining Improvement Costs				\$ 43,672,497			\$ 48,493,289
Fee Administration Cost (3%) [4]				\$ 1,310,175			\$ 1,454,799
Total Remaining Cost				\$ 44,982,672			\$ 49,948,088

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2020-21 prepared for the City of Turlock by EPS, April 2023.

[2] From Sewer Trunk Capacity Development Impact Fee Nexus Study dated October 20, 2015.

[3] Costs adjusted to exclude lift station that is also in the WISP Fee Program.

[4] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 29
Turlock Annual Report
Sewer Trunk Capacity Fee Program Net Remaining Costs (2022 \$)

Item	Source	Total Remaining Cost
Remaining Costs	Table 28	\$ 49,948,088
Less Fund Balance	Table 27	(\$ 2,386,328)
Net Remaining Costs		\$ 47,561,761
Sufficient Funds Available to Complete Improvements Percent of Total Improvements Funded by Fee Program		No 74%

9. Capital Facilities Fee Program

Fee Program Overview

The CFF Program is a citywide fee program that funds new and expanded infrastructure and facilities needed to serve new development in the City. The CFF Program provides funding for transportation, general government, fire, and police facilities. In 2013, the CFF Nexus Study was prepared to update the CFF fees based on new land use and growth projections as well as updated facility needs and costs.

The components of the CFF Program are summarized below:

- **Roadways:** Funds new and expanded roadways, interchanges, freeway and railroad overcrossings, and other projects such as intersection signalizations, multimodal facilities, and planning studies. In addition to other identified citywide improvements, the 2013 CFF Nexus Study includes improvements that were transferred from the WISP and NWTSP Fee Programs to close the transportation components in those two fee programs.
- **General Government:** Funds City building construction and expansion, downtown parking facilities, land acquisition for the corporation yard expansion, and General Plan implementation studies. This fee component is also referred to as Administration Projects.
- **Police:** Funds public safety facility expansion, animal services facility expansion, and police vehicles and equipment.
- **Fire:** Funds a new fire training facility and fire station (including land acquisition), fire vehicles, and equipment.
- **Contingency:** This component, previously referred to as a surcharge component, was established by the City in 1987 to ensure that a positive cash flow was achieved in the CFF Fund. A surcharge was collected on new development through 1991 to provide the additional needed funding. The surcharge is no longer collected, but the remaining surcharge funds that were not expended are accounted for in the Contingency Component and could be used to provide funding for any of the CFF Program facilities as needed.
- **Administration:** Funds administration of the CFF Program.

Current Fee Schedule

Table 30 shows the current fee schedule for the CFF Program. As shown in **Table 30**, the CFF has a different set of fees for each of three City zones. These fees are effective from October 1, 2022, through December 31, 2022. Note that while it is not specified in the City fee schedule, the total fees collected for a particular land use in a particular City zone are distributed to the CFF components outlined above, with the distribution based on the 2013 CFF Nexus Study percentage distribution of the total fee rate among the fee components.

Fee Fund Activity

Table 31 details the CFF Program Fund activity for Fiscal Year 2021–22. It summarizes the beginning balance, revenues, expenses, and ending balance for each of the five components.

During the fiscal year, revenue was derived from interest earnings, CFF Program development impact fees, and transfers from other City funds. The transfers are summarized below:

- Transfer to General Government/Administration from Roadways.
- Transfers in from Fd 410&420BCH Rent-Coll&Bill.
- Transfer in from the Southeast Quadrant.

Expenses were incurred for the following items:

- City Engineering Services.
- Construction Project.

Table 30
Turlock Annual Report
CFF Program Development Impact Fees (effective October 1, 2022)

Land Use	Fee Basis	Fee (effective October 1, 2022)		
		Downtown PPA	Master Plan Areas	City Infill
Residential				
Single Family	per dwelling unit	\$ 14,951.67	\$ 18,244.35	\$ 16,307.92
Multifamily	per dwelling unit	\$ 10,758.80	\$ 13,155.79	\$ 11,705.34
Senior Assisted Living	per bed	\$ 4,267.63	\$ 5,217.16	\$ 4,647.44
2nd Unit/Accessory Unit	per dwelling unit	\$ 8,307.98	\$ 10,063.48	\$ 9,136.38
Mobile Home	per dwelling unit	\$ 7,922.19	\$ 9,674.70	\$ 8,632.46
Nonresidential and Mixed Use				
Retail (< 100,000 sq. ft.)	per 1,000 sq. ft.	\$ 16,101.57	\$ 19,404.72	\$ 17,812.21
Retail (>=100,000 sq. ft.)	per 1,000 sq. ft.	\$ 16,034.28	\$ 19,315.00	\$ 17,744.92
Gas Station	per VFP [1]	\$ 9,860.12	\$ 11,908.70	\$ 10,885.90
Hotel/Motel	per room	\$ 5,272.49	\$ 6,364.07	\$ 5,822.76
Office	per 1,000 sq. ft.	\$ 8,436.57	\$ 10,253.38	\$ 9,256.01
Medical Office	per 1,000 sq. ft.	\$ 13,809.25	\$ 16,678.76	\$ 15,241.76
Hospital	per 1,000 sq. ft.	\$ 5,517.72	\$ 6,716.96	\$ 6,042.57
Institutional/Assembly	per 1,000 sq. ft.	\$ 3,676.98	\$ 4,463.52	\$ 4,038.85
Industrial (<25,000 sq. ft.)	per 1,000 sq. ft.	\$ 2,693.06	\$ 3,297.17	\$ 2,932.32
Industrial (>=25,000 sq. ft.)	per 1,000 sq. ft.	\$ 2,096.43	\$ 2,555.50	\$ 2,295.31
Warehouse	per 1,000 sq. ft.	\$ 1,954.38	\$ 2,370.08	\$ 2,147.27

Source: City of Turlock

[1] Vehicle fueling position.

Table 31
Turlock Annual Report
CFF Program Fund Summary (FY 2021-22)

Item	Roadways	Police	General Government/ Administration	Fire	Contingency Reserve	Administration	Total
Beginning Balance	\$ 6,106,467	(\$ 434,893)	\$ 1,429,012	\$ 1,671,873	\$ 214,558	\$ 1,392,923	\$ 10,379,939
Revenue							
Market Valuation	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Interest Income	(\$ 6,730)	\$ 0	(\$ 1,038)	(\$ 1,823)	(\$ 244)	\$ 0	(\$ 9,835)
Development Fees	\$ 2,657,034	\$ 106,522	\$ 172,594	\$ 59,802	\$ 0	\$ 156,989	\$ 3,152,941
Transfers in SE Quadrant	\$ 17,699	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 17,699
Transfers In SR-99/Fulkerth Road Interchange	\$ 0	\$ 0	\$ 300,000	\$ 0	\$ 0	\$ 0	\$ 300,000
Transfers In From Fd 410&420BCH Rent-Coll&Bill	\$ 0	\$ 0	\$ 15,800	\$ 0	\$ 0	\$ 0	\$ 15,800
Transfers In Fire Ventilation Prop	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Revenue	\$ 2,668,003	\$ 106,522	\$ 487,356	\$ 57,979	(\$ 244)	\$ 156,989	\$ 3,476,605
Less Expenses							
Bank Charges							\$ 0
Capital Outlay							
City Engineering Services	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 2,086)	(\$ 2,086)
Reporting	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Construction Project	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contributed Capital Expense	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contributed Capital-Contra Expense	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
SR 99/Fulkerth Rd Interchange	(\$ 51,057)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 51,057)
Golf/Berkeley/GSB Intersection	(\$ 2,725)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 2,725)
Fulkerth & Tegner Widening	(\$ 72,654)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 72,654)
Fire Capital Ventilation Training Prop	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal	(\$ 126,436)	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 2,086)	(\$ 128,522)
Transfers Out							
Transfers Out To Fd215 Fulkerth/GSB Signal 1428	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out Lander/F St Signal	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out To Fd215 Wayside/Olive Signal1365	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out To Tegner & Main Signal P1444	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out SR-99/Fulkerth Road Interchange	(\$ 300,000)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 300,000)
Transfers Out To Fd 502 Engineering Admin	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out To Fd 110 Admin & Acctg Service	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transfers Out to Linwood ATP P1572	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal	(\$ 300,000)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 300,000)
Total Expenses	(\$ 426,436)	\$ 0	\$ 0	\$ 0	\$ 0	(\$ 2,086)	(\$ 428,522)
Ending Balance	\$ 8,348,034	(\$ 328,371)	\$ 1,916,368	\$ 1,729,851	\$ 214,313	\$ 1,547,825	\$ 13,428,021

Source: City of Turlock

Remaining Improvements

Table 32 details the remaining improvement and fee administration costs to be funded by the CFF Program. The CFF Program will fund approximately 44 percent of the total identified improvement costs. The costs are based on the remaining costs detailed in the 2013 CFF Nexus Study. For each fee component, the costs of items completed since 2013 are deducted from the CFF Nexus Study costs, resulting in the current remaining costs in 2013 dollars. **Table 33** provides backup detail for the costs of completed improvements. The remaining costs have been updated to 2022 dollars using the change in the Engineering News-Record CCI for San Francisco from September 2021 through September 2022.

Table 34 summarizes the remaining net costs by fee component after accounting for the fee fund balances. At this time, sufficient funds have not been collected to fund all remaining improvements. Additional funding in the amount of the estimated remaining net costs is needed to fully fund all remaining improvements and fee administration. In total, approximately \$259.5 million in additional funding is needed to fully finance the remaining fee program costs, as summarized by component below:

Estimated Net Remaining Costs

Transportation	\$ 215,243,000
General Government	\$ 10,234,000
Police	\$ 19,528,000
Fire	\$ 8,300,000
Contingency	(\$ 214,000)
Administration	\$ 6,401,000
Total	\$ 259,492,000

Amount and Timing of Remaining Funding

Future CFF Program revenue will provide the financing needed to fully fund the remaining improvements and fee administration costs summarized above. The timing and amount of the fee revenue will depend on the rate and amount of development. Fee revenue will be collected at the issuance of building permits. The remaining improvements will be constructed as sufficient fee revenue becomes available. The improvements will be completed in an order to be established by the City.

Table 32
Turlock Annual Report
CFF Program Remaining Costs

Project	Assumption	Transportation	General Government	Police	Fire	Total	Notes
Cost Adjustment							
San Francisco CCI - September 2021 [1]	1,073.21						
San Francisco CCI - September 2022	1,191.68						
Cost Increase Factor	1.11						
Total Improvements Cost (from 2013 Nexus Study)							
		\$ 420,655,870	\$ 16,582,589	\$ 6,823,050	\$ 13,750,538	\$ 457,812,047	
Total CFF-Funded Cost (from 2013 Nexus Study) [2]							
		\$ 170,640,022	\$ 15,403,930	\$ 6,823,050	\$ 7,262,086	\$ 200,129,088	
CFF-Funded Percentage of Total							
		41%	93%	100%	53%	44%	
Total CFF-Funded Improvement Cost [1]							
		\$ 201,490,082	\$ 19,312,153	\$ 8,920,738	\$ 9,032,598	\$ 238,755,571	
Less Completed Projects [3]							
440' of 1,840 Fulkerth RD Median Landscaping						\$ 0	partially complete
Washington / W Main Intersection						\$ 0	partially complete
Golden State Blvd / Hawkeye Ave. Traffic Signal and Turn Lanes						\$ 0	complete
Fulkerth Rd/ Diane Traffic Signal and Intersection Realignment						\$ 0	complete
Washington Rd / W Main St Traffic Signal						\$ 0	complete
SR 99/Fulkerth Rd Interchange		(\$ 51,057)				(\$ 51,057)	partially complete
Golf/Berkeley/GSB Intersection		(\$ 2,725)				(\$ 2,725)	partially complete
Fulkerth & Tegner Widening		(\$ 72,654)				(\$ 72,654)	
Downtown Parking Study						\$ 0	complete
Downtown Parking - 129 S. Broadway						\$ 0	partially complete
General Plan Update						\$ 0	partially complete
Recreation Facilities Prioritization & Feasibility Study						\$ 0	complete
Project: 1673 - City Hall Renovation						\$ 0	partially complete
Fire Training Facility						\$ 0	partially complete
Total		(\$ 126,436)	\$ 0	\$ 0	\$ 0	(\$ 126,436)	
Remaining CFF-Funded Improvement Cost (2013 \$)	A	\$ 201,363,646	\$ 19,312,153	\$ 8,920,738	\$ 9,032,598	\$ 238,629,135	
Remaining CFF-Funded Improvement Cost (2020 \$)	A * 1.11	\$ 223,591,189	\$ 21,443,926	\$ 9,905,455	\$ 10,029,663	\$ 264,970,232	
Administration [4]	3%	\$ 6,707,736	\$ 643,318	\$ 297,164	\$ 300,890	\$ 7,949,107	
Total Remaining CFF-Funded Cost (2020 \$)		\$ 230,298,924	\$ 22,087,244	\$ 10,202,618	\$ 10,330,552	\$ 272,919,339	

Source: City of Turlock

[1] Total project costs are the remaining costs from the previous fiscal year. See Turlock Annual Report Fiscal Year 2020-21 prepared for the City of Turlock by EPS, April 2023.

[2] Transportation amount adjusted to account for \$5.5 million in overcrossing projects that are not CFF Funded (\$176,163,804-\$5,523,782).

[3] See Table 33.

[4] Estimated admin costs are based on a fee program admin percentage applied to estimated remaining costs, but actual administration is equal to 3% of the current fee.

Table 33
Turlock Annual Report
CFF Project Costs Incurred Detail

Project	Transportation	General Government	Police	Fire	Total
440' of 1,840 Fulkerth RD Median Landscaping (partially complete 9/24/13) [1]	\$ 54,674				\$ 54,674
Washington / W Main Intersection (partially complete 1/22/13)	\$ 44,693				\$ 44,693
Golden State Blvd / Hawkeye Ave. Traffic Signal and Turn Lanes (complete 5/22/18)	\$ 500,000				\$ 500,000
Fulkerth Rd/ Diane Traffic Signal and Intersection Realignment (complete 7/14/15)	\$ 1,400,000				\$ 1,400,000
Washington Rd / W Main St Traffic Signal (complete 1/22/13)	\$ 220,000				\$ 220,000
SR 99/Fulkerth Rd Interchange (partially complete)					
FY 2013-14	\$ 396,468				\$ 396,468
FY 2014-15	\$ 1,220,250				\$ 1,220,250
FY 2015-16	\$ 106,288				\$ 106,288
FY 2016-17	\$ 29,363				\$ 29,363
FY 2017-18	\$ 659,992				\$ 659,992
FY 2018-19	\$ 1,434,581				\$ 1,434,581
FY 2019-20	\$ 9,932,657				\$ 9,932,657
FY 2020-21	\$ 2,935,632				\$ 2,935,632
FY 2021-22	\$ 51,057				\$ 51,057
Total SR 99/Fulkerth Rd Interchange	\$ 16,766,288	\$ 0	\$ 0	\$ 0	\$ 16,766,288

Table 33
Turlock Annual Report
CFF Project Costs Incurred Detail

Project	Transportation	General Government	Police	Fire	Total
Golf/Berkeley/GSB Intersection					
FY 2014-15	\$ 2,249				\$ 2,249
FY 2015-16	\$ 7,961				\$ 7,961
FY 2016-17	\$ 5,638				\$ 5,638
FY 2017-18	\$ 1,104				\$ 1,104
FY 2018-19	\$ 1,812				\$ 1,812
FY 2019-20	\$ 2,687				\$ 2,687
FY 2020-21	\$ 2,053				\$ 2,053
FY 2021-22	\$ 2,725				\$ 2,725
Total Golf/Berkeley/GSB Intersection	\$ 26,230	\$ 0	\$ 0	\$ 0	\$ 26,230
Fulkerth & Tegner Widening					
FY 2020-21	\$ 5,607				\$ 5,607
FY 2020-22	\$ 72,654				\$ 72,654
Total Fulkerth & Tegner Widening	\$ 78,261	\$ 0	\$ 0	\$ 0	\$ 78,261
Downtown Parking Study (complete)					
FY 2015-16		\$ 65,208			\$ 65,208
FY 2016-17		\$ 4,600			\$ 4,600
Total Downtown Parking Study	\$ 0	\$ 69,808	\$ 0	\$ 0	\$ 69,808
Downtown Parking - 129 S. Broadway (partially complete)					
FY 2015-16		\$ 40,024			\$ 40,024
FY 2016-17		\$ 384,325			\$ 384,325
FY 2017-18		\$ 31,215			\$ 31,215
FY 2018-19		\$ 0			\$ 0
FY 2019-20		\$ 0			\$ 0
FY 2020-21		\$ 0			\$ 0
FY 2021-22		\$ 0			\$ 0
Total Downtown Parking - 129 S. Broadway	\$ 0	\$ 455,564	\$ 0	\$ 0	\$ 455,564
General Plan Update: FY 2013-14 (partially complete)	\$ 0	\$ 13,685	\$ 0	\$ 0	\$ 13,685

Table 33
Turlock Annual Report
CFF Project Costs Incurred Detail

Project	Transportation	General Government	Police	Fire	Total
Recreation Facilities Prioritization & Feasibility Study (complete FY 16-17)	\$ 0	\$ 75,000	\$ 0	\$ 0	\$ 75,000
Project: 1673 - City Hall Renovation (partially complete)					
FY 2016-17		\$ 17,935			\$ 17,935
FY 2017-18		\$ 987			\$ 987
FY 2018-19		\$ 0			\$ 0
FY 2019-20		\$ 0			\$ 0
FY 2020-21		\$ 0			\$ 0
FY 2021-22		\$ 0			\$ 0
Total Project: 1673 - City Hall Renovation	\$ 0	\$ 18,922	\$ 0	\$ 0	\$ 18,922
Fire Training Facility (partially complete)					
FY 2016-17				\$ 210,265	\$ 210,265
FY 2017-18				\$ 86,076	\$ 86,076
FY 2018-19				\$ 57,138	\$ 57,138
FY 2019-20				\$ 0	\$ 0
FY 2020-21				\$ 0	\$ 0
FY 2021-22				\$ 0	\$ 0
Total Fire Training Facility	\$ 0	\$ 0	\$ 0	\$ 353,480	\$ 353,480
Total	\$ 19,011,885	\$ 632,980	\$ 0	\$ 353,480	\$ 19,998,344

Source: City of Turlock

[1] 440' of 1840' median completed; cost incurred estimated as 440/1840 * \$228,637 (total cost).

Table 34
Turlock Annual Report
CFF Program Net Remaining Costs (2022 \$)

Item	Source	Cost (2022 \$)						Total
		Roadways	General Government/ Administration	Police	Fire	Contingency Reserve	Administration	
Remaining CFF-Funded Cost (2020 \$) [1]	Table 32	\$ 223,591,189	\$ 21,443,926	\$ 9,905,455	\$ 10,029,663	\$ 0	\$ 7,949,107	\$ 272,919,339
Less Fund Balance	Table 31	(\$ 8,348,034)	(\$ 1,916,368)	\$ 328,371	(\$ 1,729,851)	(\$ 214,313)	(\$ 1,547,825)	(\$ 13,428,021)
Net Remaining Costs		\$ 215,243,154	\$ 19,527,558	\$ 10,233,826	\$ 8,299,811	(\$ 214,313)	\$ 6,401,282	\$ 259,491,318
Sufficient Funds Available to Complete Improvements		No	No	No	No	N/A	No	No
Percent of Total Improvements Funded by Fee Program	Table 32	41%	93%	100%	53%	N/A	100%	44%

[1] Costs funded by the CFF Program only. Total capital facilities costs and percentages funded by CFF Program are shown on Table 32.



AB1600 Annual Report for Development Impact Fees City of Turlock



For the Fiscal Year Ending June 30, 2023

Prepared by:



Harris & Associates.

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Executive Summary

Development Impact Fees (DIFs) are fees imposed by a local government on new or proposed development projects to ensure public services and infrastructure will be sufficient to serve those new development projects. California state law requires local agencies, on an annual basis, to prepare a report on the status of their DIF program in accordance with California Assembly Bill 1600 (AB1600). This report will serve as the City of Turlock's AB1600 report for the Fiscal Year (FY) starting July 1, 2022, and ending June 30, 2023 (FY 22-23).

The City of Turlock (City) has five (5) fee programs that are for specific or master plan areas: The Westside Industrial Specific Plan (WISP) Fee Program, Northwest Turlock Specific Plan (NWTSP) Fee Program, Northeast Turlock Master Plan (NETMP) Fee Program, North Turlock Master Plan (NTMP) Fee Program, and East Tuolumne Master Plan (ETMP) Fee Program. The Master Storm (Storm) Fee Program, Sewer Trunk Capacity (Sewer) Fee Program, and Capital Facilities Fee (CFF) Program are citywide fee programs. The fees are escalated quarterly using the Engineering News Record (ENR) 20-Cities Construction Cost Index (CCI).

Each fee program was established or updated through a Development Impact Fee Nexus Study. The most recent Nexus Studies for each of the fee programs are described below:

- Westside Industrial Specific Plan (WISP) Area DIF Nexus Study – 2013
- Northwest Turlock Specific Plan (NWTSP) Fee Program DIF Nexus Study - 2013
- Northeast Turlock Master Plan (NETMP) Fee Program - 2004
- North Turlock Master Plan (NTMP) Fee Program - 2001
- East Tuolumne Master Plan (ETMP) Fee Program - 2019
- The Master Storm (Storm) Fee Program - 2015
- Sewer Trunk Capacity (Sewer) Fee Program - 2015
- Capital Facilities Fee (CFF) Program - 2013

The City currently collects the DIFs in the individual fee programs listed in the table below. Individual fee funds are described in further detail in Section 2 of this report. Fees are charged according to the structure of the individual fee program. Fees for residential land uses are generally collected on a per Dwelling Unit (DU) basis, and fees collected on all non-residential land uses are collected on a per Building Square Foot (SF) or per Gross Developable Acre (AC) basis.



Fee Name	Fund Number
Westside Industrial Specific Plan (WISP) Fee Program	
Sanitary Sewer Fee	308-456
Water Fee	308-458
Administration Fee	308-460
Northwest Turlock Specific Plan (NWTSP) Fee Program	
Sanitary Sewer Fee	230-456
Water Fee	230-458
Administration Fee	230-460
Northeast Turlock Master Plan (NETMP) Fee Program	
Sanitary Sewer Fee	307-456
Storm Drain Fee	307-457
Transportation Fee	307-455
Water Fee	307-458
Administration Fee	307-460
North Turlock Master Plan (NTMP) Fee Program	
Sanitary Sewer Fee	306-456
Storm Drain Fee	306-457
Transportation Fee	306-455
Administration Fee	306-460
East Tuolumne Master Plan (ETMP) Fee Program	
Transportation Fee	309-455
Sanitary Sewer Fee	309-456
Water Fee	309-458
Administration Fee	309-460
Master Storm (Storm) Fee Program	411-536
Sewer Trunk Capacity (Sewer) Fee Program	414-536
Capital Facilities Fee (CFF) Program	
Roadways Fee	305-440
Police Fee	305-441
General Government Fee	305-442
Fire Fee	305-443
Administration Fee	305-460



Section 1 – Requirements of the Mitigation Fee Act (AB1600)

Assembly Bill 1600 (AB1600), commonly known as the Mitigation Fee Act, was enacted by the State of California in 1987 and created Section 66000 et. seq. of the Government Code. AB1600 requires the City to report fee information annually and every fifth year. Within 180 days after the last day of each fiscal year, the City must make available the following information from the prior fiscal year:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund
4. Amount of fees collected and the interest earned during the previous year
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete
7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan
8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

On October 11, 2023, California Governor Gavin Newsom signed into law AB 516 which amended certain portions of the Mitigation Fee Act related to the annual and five-year reporting requirements. Under AB516, Requirements 6 and 8 have been expanded to include:

- 6a. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted
- 6b. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable
- 8a. For any refunds made, the number of persons or entities identified to receive those refunds

The City must make this information available for public review and must present it at the next regularly scheduled public meeting no less than 15 days after this information is made available to the public. This report is intended to satisfy the annual reporting requirements for FY 22-23.



Section 2 – Annual Report

The following section provides information necessary to meet the legal requirements for each impact fee fund. This includes a brief description of the fee, the amount of the fee, the beginning and ending balances, fee revenues collected, interest earned, and the expenditures on each project including the percentage that was funded with fees. It also includes a table summary of whether sufficient funds have been identified to complete future projects and the approximate date by which the construction of the public improvement will commence if sufficient funds have been identified. Any transfers or loans are also identified as well as any refunds from the account. Project budgets for the projects described in this report have been escalated to 2023 dollars using the ENR CCI.

Westside Industrial Specific Plan (WISP)

The WISP Area contains land that is currently zoned for commercial, office, and industrial uses. The program was established to collect DIFs to fund new development and projects for infrastructure needed to serve the WISP Area. The originally adopted WISP fees included components for storm drainage, water, sanitary sewer, recycled water, and transportation. In 2013 a Westside Industrial Specific Plan Nexus Study Update was conducted; the transportation and storm drainage components were removed, and the recycled water component was combined with the water component. The projects and existing funds for these components were moved to the matching Citywide fee programs.

The WISP Fee Program includes the following components:

- **Sanitary Sewer**
- **Water**
- **Administration**

The following sections will include the information necessary to meet the legal requirements for each individual impact fee fund included in the WISP fee program.



Fund 308-456: Sanitary Sewer Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Sanitary Sewer fee is collected to fund sewer system infrastructure including sewer lines, pump stations, and sewer lift stations in the WISP program area.



Requirement 2. Amount of the fee.

The WISP Sanitary Sewer Fee for FY 22-23 is summarized in **Table 1** below. The WISP Sanitary Sewer Fee is not charged on residential land uses.

Table 1: WISP Sanitary Sewer Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	n/a
Medium Density Residential (<i>per DU</i>)	n/a
High Density Residential (<i>per DU</i>)	n/a
Non-Residential	
Commercial (<i>per Developable Acre</i>)	\$2,910.26
Office (<i>per Developable Acre</i>)	\$2,910.26
Industrial (<i>per Developable Acre</i>)	\$8,203.13



Requirement 3. Beginning and ending balance in the account or fund.

Table 2 summarizes the beginning and ending fund balances for the WISP Sanitary Sewer Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 2 summarizes the fees collected and the interest earned for the WISP Sanitary Sewer Fee during FY 22-23.

Table 2: WISP Sanitary Sewer Fee Fund Summary	
Fund 308-456	
Sanitary Sewer Fee	
Beginning Fund Balance as of July 1, 2022	\$443,466.09
Revenues	
Fees Collected	\$20,126.76
Interest Earned	\$10,944.95
Total Revenues	\$31,071.71
Expenses	
Project Expenses	\$0.00
Other Expenditures	
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$474,537.80

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 3 summarizes the expenditures this past year on WISP Sanitary Sewer projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 3 summarizes the planned future expenditures for the WISP Sanitary Sewer Fee and the anticipated construction start date for each project.



Table 3: WISP Sanitary Sewer Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY22-23) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
5	15" Gravity in Clinton from W. Main 2100' to North	\$ 498,994.70	\$ 498,994.70	\$ -	\$ -	\$ 498,994.70	100.0%	n/a	n/a	n/a
13	10" Gravity in Washington from W. Main 1400' to South	\$ 255,896.25	\$ 255,896.25	\$ -	\$ -	\$ 255,896.25	100.0%	n/a	n/a	n/a
19	12" Gravity in Washington from Linwood 2800' to North	\$ 562,969.28	\$ 562,969.28	\$ -	\$ -	\$ 562,969.28	100.0%	n/a	n/a	n/a
20	12" Force Main in Washington from Linwood to W. Main	\$ 987,023.69	\$ 987,023.69	\$ -	\$ -	\$ 987,023.69	100.0%	n/a	n/a	n/a
21	12" Gravity in Future Road from Linwood 2800' to North	\$ 562,969.28	\$ 562,969.28	\$ -	\$ -	\$ 562,969.28	100.0%	n/a	n/a	n/a
22	10" Gravity in Tegner from Linwood 732' to North	\$ 182,781.86	\$ 182,781.86	\$ -	\$ -	\$ 182,781.86	100.0%	n/a	n/a	n/a
23	10" Gravity in Kilroy from Linwood 1700' to North	\$ 310,727.93	\$ 310,727.93	\$ -	\$ -	\$ 310,727.93	100.0%	n/a	n/a	n/a
24	15" Gravity in Linwood from Washington 2600' East	\$ 617,803.02	\$ 617,803.02	\$ -	\$ -	\$ 617,803.02	100.0%	n/a	n/a	n/a
P5	Proposed Pump Station at Washington and Linwood	\$ 531,499.57	\$ 531,499.57	\$ -	\$ -	\$ 531,499.57	100.0%	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 4,510,665.57	\$ 4,510,665.57	\$ -	\$ -	\$ 4,510,665.57				
GRAND TOTAL		\$ 4,510,665.57	\$ 4,510,665.57	\$ -	\$ -	\$ 4,510,665.57				

¹The City may condition developers to construct these improvements as part of development projects.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 308-458: Water Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The WISP Water fee is collected to fund water system infrastructure, which may include water lines and water wells in the WISP program area.



Requirement 2. Amount of the fee.

The WISP Water Fee for FY 22-23 is summarized in **Table 4** below. The WISP Water Fee is not charged on residential land uses.

Table 4: WISP Water Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	n/a
Medium Density Residential (<i>per DU</i>)	n/a
High Density Residential (<i>per DU</i>)	n/a
Non-Residential	
Commercial (<i>per Developable Acre</i>)	\$1,161.74
Office (<i>per Developable Acre</i>)	\$1,161.74
Industrial (<i>per Developable Acre</i>)	\$5,109.59



Requirement 3. Beginning and ending balance in the account or fund.

Table 5 summarizes the beginning and ending fund balances for the WISP Water Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 5 summarizes the fees collected and the interest earned for the WISP Water Fee during FY 22-23.

Table 5: WISP Water Fee Fund Summary

Fund 308-458	
Water Fee	
Beginning Fund Balance as of July 1, 2022	\$600,548.06
Revenues	
Fees Collected	\$32,312.28
Interest Earned	\$14,846.94
Total Revenues	\$47,159.22
Expenses	
Project Expenses	\$0.00
Other Expenditures	
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$647,707.28

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 6 summarizes the expenditures this past year on WISP Water projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 6 summarizes the planned future expenditures for the WISP Water Fee and the anticipated construction start date for each project.



Table 6: WISP Water Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY22-23) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
8	12" Water Line in Canal from Washington 2600' East	\$ 318,750.00	\$ 318,750.00	\$ -	\$ -	\$ 318,750.00	100.0%	Complete	n/a	n/a
9	12" Water Line in Canal from Fransil to Diane	\$ 475,233.25	\$ 475,233.25	\$ -	\$ -	\$ 475,233.25	100.0%	n/a	n/a	n/a
10	12" Water Line in Canal from Diane to Walnut	\$ 237,616.62	\$ 237,616.62	\$ -	\$ -	\$ 237,616.62	100.0%	n/a	n/a	n/a
15	12" Water Line in Washington from W. Main to Ruble	\$ 493,512.87	\$ 493,512.87	\$ -	\$ -	\$ 493,512.87	100.0%	n/a	n/a	n/a
17	12" Water Line in Ruble from Washington to Tegner	\$ 415,067.61	\$ 415,067.61	\$ -	\$ -	\$ 415,067.61	100.0%	n/a	n/a	n/a
19	12" Water Line in Washington from Ruble to Linwood	\$ 493,512.87	\$ 493,512.87	\$ -	\$ -	\$ 493,512.87	100.0%	n/a	n/a	n/a
21	12" Water Line in Tegner from Linwood 1300' North	\$ 493,512.87	\$ 493,512.87	\$ -	\$ -	\$ 493,512.87	100.0%	n/a	n/a	n/a
22	12" Water Line in Kilroy from Linwood 1732' North	\$ 316,578.44	\$ 316,578.44	\$ -	\$ -	\$ 316,578.44	100.0%	n/a	n/a	n/a
23	12" Water Line in Linwood from Washington to Tegner	\$ 987,023.69	\$ 987,023.69	\$ -	\$ -	\$ 987,023.69	100.0%	n/a	n/a	n/a
25	12" Water Line in Linwood from Tegner to Kilroy	\$ 493,512.87	\$ 493,512.87	\$ -	\$ -	\$ 493,512.87	100.0%	n/a	n/a	n/a
26	12" Water Line in Linwood from Kilroy to Walnut	\$ 493,512.87	\$ 493,512.87	\$ -	\$ -	\$ 493,512.87	100.0%	n/a	n/a	n/a
W5	New Potable Well near Linwood and Washington	\$ 1,669,040.56	\$ 1,669,040.56	\$ -	\$ -	\$ 1,669,040.56	100.0%	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 6,886,874.51	\$ 6,886,874.51	\$ -	\$ -	\$ 6,886,874.51				
GRAND TOTAL		\$ 6,886,874.51	\$ 6,886,874.51	\$ -	\$ -	\$ 6,886,874.51				

¹ The City may condition developers to construct these improvements as part of development projects.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 308-460: Administration Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The WISP Administration Fee is used to cover the cost of City Staff time and effort for administration of the Development Impact Fee programs. The WISP Administration Fee amounts to three percent (3%) of each WISP fee and covers legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis costs.

Requirement 2. Amount of the fee.

The WISP Administration Fee for FY 22-23 is summarized in **Table 7** below.

Table 7: WISP Administration Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	n/a
Medium Density Residential (<i>per DU</i>)	n/a
High Density Residential (<i>per DU</i>)	n/a
Non-Residential	
Commercial (<i>per Developable Acre</i>)	\$122.68
Office (<i>per Developable Acre</i>)	\$122.68
Industrial (<i>per Developable Acre</i>)	\$399.07



Requirement 3. Beginning and ending balance in the account or fund.

Table 8 summarizes the beginning and ending fund balances for the WISP Administration Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 8 summarizes the fees collected and the interest earned for the WISP Administration Fee during FY 22-23.

Table 8: WISP Administration Fee Fund Summary	
Fund 308-460	
Administration Fee	
Beginning Fund Balance as of July 1, 2022	(\$229,079.01)
Revenues	
Fees Collected	\$0.00
Interest Earned	\$1,573.17
Total Revenues	\$1,573.17
Expenses	
Project Expenses	\$0.00
Other Expenditures	
City Engineering Services	(\$3,173.08)
Admin - Fee Reporting	(\$1,628.49)
Total Expenses	(\$4,801.57)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	(\$232,307.41)

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the WISP fee program and are not tied to specific projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the WISP fee program and are not tied to specific projects.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



WISP Fee Program Fund Summary

Description	Sanitary Sewer	Water	Administration	In-Lieu Agreements ¹	Total
Fund No.	308-456	308-458	308-460	308-465	
Starting Balance					
As of July 1, 2022	\$443,466.09	\$600,548.06	(\$229,079.01)	\$1,309,074.56	\$2,124,009.70
REVENUES					
Fees Collected	\$20,126.76	\$32,312.28	\$0.00	\$0.00	\$52,439.04
Interest Earned	\$10,944.95	\$14,846.94	\$1,573.17	\$0.00	\$27,365.06
Total Revenues	\$31,071.71	\$47,159.22	\$1,573.17	\$0.00	\$79,804.10
EXPENSES					
Project Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenditures					
City Engineering Services	\$0.00	\$0.00	(\$3,173.08)	\$0.00	(\$3,173.08)
Admin - Fee Reporting	\$0.00	\$0.00	(\$1,628.49)	\$0.00	(\$1,628.49)
Total Expenditures	\$0.00	\$0.00	(\$4,801.57)	\$0.00	(\$4,801.57)
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance					
As of June 30, 2023	\$474,537.80	\$647,707.28	(\$232,307.41)	\$1,309,074.56	\$2,199,012.23

Source: City of Turlock Financial Documents

¹ The WISP Fee Program previously collected revenue from an In-Lieu Agreement for improvements at Tegner Road.

² Admininstration Costs include City Engineering Services and Reporting.



Northwest Turlock Specific Plan (NWTSP)

NWTSP Area contains land that is currently zoned for residential and commercial uses. The program was established to collect DIFs to fund new development and projects for infrastructure needed to serve the NWTSP Area. The originally adopted NWTSP fees included components for storm drainage, sanitary sewer, and transportation. In 2013 a Northwest Triangle Specific Plan Nexus Study Update was conducted; the transportation and storm drainage components were removed, and the water component of the fee was added. The projects and existing funds for the removed components were moved to the matching Citywide fee programs.

The NWTSP Fee Program includes the following components:

- **Sanitary Sewer**
- **Water**
- **Administration**

The following sections will include the information necessary to meet the legal requirements for each individual impact fee fund included in the NWTSP fee program.



Fund 230-456: Sanitary Sewer Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NWTSP Sanitary Sewer Fee is collected to fund sewer system infrastructure including sewer lines, pump stations, and sewer lift stations in the NWTSP program area.



Requirement 2. Amount of the fee.

The NWTSP Sanitary Sewer Fee for FY 22-23 is summarized in **Table 9** below. The NWTSP Sanitary Sewer Fee is not charged on office or industrial land uses.

Table 9: NWTSP Sanitary Sewer Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$33.99
Medium Density Residential (<i>per DU</i>)	\$23.65
High Density Residential (<i>per DU</i>)	\$23.65
Non-Residential	
Commercial (<i>per Developable Acre</i>)	\$109.38
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 10 summarizes the beginning and ending fund balances for the NWTSP Sanitary Sewer Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 10 summarizes the fees collected and the interest earned for the NWTSP Sanitary Sewer Fee during FY 22-23.

Table 10: NWTSP Sanitary Sewer Fee Fund Summary
Fund 230-456

Sanitary Sewer Fee	
Beginning Fund Balance as of July 1, 2022	\$224,038.64
Revenues	
Fees Collected	\$615.35
Interest Earned	\$1,405.48
Total Revenues	\$2,020.83
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	(\$38.69)
Admin - Fee Reporting	\$0.00
Total Expenses	(\$38.69)
Transfers In	\$0.00
Transfers Out	(\$202,290.00)
Ending Balance as of June 30, 2023	\$23,730.78

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 11 summarizes the expenditures this past year on NWTSP Sanitary Sewer projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 11 summarizes the planned future expenditures for the NWTSP Sanitary Sewer Fee and the anticipated construction start date for each project.



Table 11: NWTSP Sanitary Sewer Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY22-23) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
1	10" Sewer Line in Golden State Blvd from Tuolumne 1800' North	\$ 329,007.55	\$ 329,007.55	\$ -	\$ -	\$ 329,007.55	100.0%	n/a	n/a	n/a
2	12" Sewer Line in Golden State Blvd from Tuolumne 1800' South	\$ 301,590.17	\$ 301,590.17	\$ -	\$ -	\$ 301,590.17	100.0%	n/a	n/a	n/a
TO TAL PROJECT EXPENSES		\$ 630,597.73	\$ 630,597.73	\$ -	\$ -	\$ 630,597.73				
	Bank Charges				\$ 38.69					
CP 20-013	Transfer Out - to Fund 412 & Fund 421				\$ 202,290.00					
GRAND TOTAL		\$ 630,597.73	\$ 630,597.73	\$ -	\$ 202,328.69	\$ 630,597.73				

¹ The City may condition developers to construct these improvements as part of development projects.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

\$202,290.00 was transferred to Fund #412 (Sewer Construction) for Project #20-013, Water & Sewer Main Extension at GSB in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 230-458: Water Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NWTSP Water Fee is collected to fund water system infrastructure, which may include water lines and water wells in the NWTSP program area.



Requirement 2. Amount of the fee.

The NWTSP Water Fee for FY 22-23 is summarized in **Table 12** below. The NWTSP Water Fee is not charged on office or industrial land uses.

Table 12: NWTSP Water Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$1,510.37
Medium Density Residential (<i>per DU</i>)	\$685.81
High Density Residential (<i>per DU</i>)	\$991.77
Non-Residential	
Commercial (<i>per Developable Acre</i>)	\$3,610.85
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 13 summarizes the beginning and ending fund balances for the NWTSP Water Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 13 summarizes the fees collected and the interest earned for the NWTSP Water Fee during FY 22-23.

Table 13: NWTSP Water Fee Fund Summary

Fund 230-458	
Water Fee	
Beginning Fund Balance as of July 1, 2022	\$323,051.36
Revenues	
Fees Collected	\$20,200.42
Interest Earned	\$2,073.26
Total Revenues	\$22,273.68
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	(\$49,040.00)
Ending Balance as of June 30, 2023	\$296,285.04

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 14 summarizes the expenditures this past year on NWTSP Water projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 14 summarizes the planned future expenditures for the NWTSP Water Fee and the anticipated construction start date for each project.



Table 14: NWTSP Water Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY22-23) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
2	12" Water Line in Taylor Rd from Golden State to Tegner	\$ 255,895.22	\$ 255,895.22	\$ -	\$ -	\$ 255,895.22	100.0%	n/a	n/a	n/a
3	Bore 24" Casing under TID at Tegner	\$ 54,834.76	\$ 54,834.76	\$ -	\$ -	\$ 54,834.76	100.0%	n/a	n/a	n/a
5	Bore 24" Casing / Install 12" Line under SR99 at Tuolumne	\$ 434,658.64	\$ 434,658.64	\$ -	\$ -	\$ 434,658.64	100.0%	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 745,388.63	\$ 745,388.63	\$ -	\$ -	\$ 745,388.63				
CP 20-013	Transfer Out - to Fund 412 & Fund 421					\$ 49,040.00				
GRAND TOTAL		\$ 745,388.63	\$ 745,388.63	\$ -	\$ 49,040.00	\$ 745,388.63				

¹ The City may condition developers to construct these improvements as part of development projects.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

\$49,040.00 was transferred to Fund #421 (Waterline Construction) for Project #20-013, Water & Sewer Main Extension at GSB in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 230-460: Administration Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NWTSP Administration Fee is used to cover the cost of City Staff time and effort for administration of the Development Impact Fee programs. The NWTSP Administration Fee amounts to three percent (3%) of each NWTSP fee and covers legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis costs.

Requirement 2. Amount of the fee.

The NWTSP Administration Fee for FY 22-23 is summarized in **Table 15**.

Table 15: NWTSP Administration Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$45.82
Medium Density Residential (<i>per DU</i>)	\$20.69
High Density Residential (<i>per DU</i>)	\$31.03
Non-Residential	
Commercial (<i>per Developable Acre</i>)	\$112.33
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 16 summarizes the beginning and ending fund balances for the NWTSP Administration Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 16 summarizes the fees collected and the interest earned for the NWTSP Administration Fee during FY 22-23.

Table 16: NWTSP Administration Fee Fund Summary

Fund 230-460

Administration Fee

Beginning Fund Balance as of July 1, 2022	\$6,723.99
Revenues	
Fees Collected	\$624.47
Interest Earned	\$0.00
Total Revenues	\$624.47
Expenses	
Project Expenses	\$0.00
Other Expenditures	
City Engineering Services	\$0.00
Admin - Fee Reporting	(\$1,628.28)
Total Expenses	(\$1,628.28)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$5,720.18

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the NWTSP fee program and are not tied to specific projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the NWTSP fee program and are not tied to specific projects.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.



NWTSP Fee Program Fund Summary

Description	Sanitary Sewer	Water	Administration	Total
Fund No.	230-456	230-458	230-460	
Starting Balance				
As of July 1, 2022	\$224,038.64	\$323,051.36	\$6,723.99	\$553,813.99
REVENUES				
Fees Collected	\$615.35	\$20,200.42	\$624.47	\$21,440.24
Interest Earned	\$1,405.48	\$2,073.26	\$0.00	\$3,478.74
Total Revenues	\$2,020.83	\$22,273.68	\$624.47	\$24,918.98
EXPENSES				
Project Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenditures				
Bank Charges	(\$38.69)	\$0.00	\$0.00	(\$38.69)
Admin - Fee Reporting ¹	\$0.00	\$0.00	(\$1,628.28)	(\$1,628.28)
Total Expenditures	(\$38.69)	\$0.00	(\$1,628.28)	(\$1,666.97)
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out²	(\$202,290.00)	(\$49,040.00)	\$0.00	(\$251,330.00)
Net Transfers	(\$202,290.00)	(\$49,040.00)	\$0.00	(\$251,330.00)
Ending Balance				
As of June 30, 2023	\$23,730.78	\$296,285.04	\$5,720.18	\$325,736.00

Source: City of Turlock Financial Documents

¹ Administration Costs include Fee Reporting.

² Funds were transferred to Funds #412 (Sewer Construction) and #421 (Waterline Construction) for Project #20-013, Water & Sewer Main Extension at GSB.



Northeast Turlock Master Plan (NETMP)

The (NETMP) Area contains currently zoned for residential uses. The program was established to collect DIFs to fund new development and projects for infrastructure needed to serve the NETMP Area. The NETMP fees were originally adopted in 2004, and the majority of the programmed projects and improvements have since been completed. The City updated the list of remaining improvements in 2018 and escalated the remaining costs to 2022 dollars using the ENR CCI index. A single fee is charged for this fee area that covers the components of the program fees; this fee has not been escalated since 2020.

The NETMP Fee Program includes the following components:

- **Sanitary Sewer**
- **Storm Drainage**
- **Transportation**
- **Water**
- **Administration**

The following sections will include the information necessary to meet the legal requirements for each individual impact fee fund included in the NETMP fee program.



Fund 307-456: Sanitary Sewer Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NETMP Sanitary Sewer Fee is collected to fund sewer system infrastructure including sewer lines, pump stations, and sewer lift stations in the NETMP program area. All sewer facilities planned for the NETMP area have been completed.



Requirement 2. Amount of the fee.

The NETMP Sanitary Sewer Fee for FY 22-23 is summarized in **Table 17** below. The fee shown below is the total NETMP fee, which is not broken out by component. A single fee is charged for this fee area that covers the components of the program fees; this fee has not been escalated since 2020. The NETMP fee is not charged on non-residential land uses.

Table 17: NETMP Sanitary Sewer Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$3,000.00
Medium Density Residential (<i>per DU</i>)	\$3,000.00
High Density Residential (<i>per DU</i>)	\$3,000.00
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 18 summarizes the beginning and ending fund balances for the NETMP Sanitary Sewer Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 18 summarizes the fees collected and the interest earned for the NETMP Sanitary Sewer Fee during FY 22-23.

Table 18: NETMP Sanitary Sewer Fee Fund Summary

Fund 307-456

Sanitary Sewer Fee

Beginning Fund Balance as of July 1, 2022	\$190,114.74
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Revenues

Fees Collected	\$0.00
Interest Earned	\$2,362.93
Market Value Adjustment	(\$673.00)

Total Revenues	\$1,689.93
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Expenses

Project Expenses	\$0.00
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Other Expenditures

Bank Charges	\$0.00
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00

Total Expenses	\$0.00
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Transfers In	\$0.00
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Transfers Out	\$0.00
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Ending Balance as of June 30, 2023	\$191,804.67
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Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenditures on NETMP Sanitary Sewer projects for FY 22-23.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

The City does not currently have any planned NETMP Sanitary Sewer projects. The City is not currently collecting the NETMP Sanitary Sewer fee as these improvements have been completed. Any remaining funds in this account will be transferred to other project funds in the future.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 307-457: Storm Drain Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NETMP Storm Drain Fee is collected to fund new construction of storm drain lines to serve the NETMP program area.



Requirement 2. Amount of the fee.

The NETMP Storm Drain Fee for FY 22-23 is summarized in **Table 19** below. The fee shown below is the total NETMP fee, which is not broken out by component. A single fee is charged for this fee area that covers the components of the program fees; this fee has not been escalated since 2020. The NETMP fee is not charged on non-residential land uses.

Table 19: NETMP Storm Drain Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$3,000.00
Medium Density Residential (<i>per DU</i>)	\$3,000.00
High Density Residential (<i>per DU</i>)	\$3,000.00
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 20 summarizes the beginning and ending fund balances for the NETMP Storm Drain Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 20 summarizes the fees collected and the interest earned for the NETMP Storm Drain Fee during FY 22-23.

Table 20: NETMP Storm Drain Fee Fund Summary	
Fund 307-457	
Storm Drainage Fee	
Beginning Fund Balance as of July 1, 2022	\$1,281,098.15
Revenues	
Fees Collected	\$0.00
Interest Earned	\$15,922.71
Market Value Adjustment	(\$4,538.00)
Total Revenues	\$11,384.71
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$1,292,482.86

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 21 summarizes the expenditures this past year on NETMP Storm Drain projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 21 summarizes the planned future expenditures for the NETMP Storm Drain Fee and the anticipated construction start date for each project.



Table 21: NETMP Storm Drain Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY22-23) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
4	Line in 1st Road South of Christoffersen off Berkeley Road	\$ 47,476.00	\$ 47,476.00	\$ -	\$ -	\$ 47,476.00	100.0%	Complete	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 47,476.00	\$ 47,476.00	\$ -	\$ -	\$ 47,476.00				
GRAND TOTAL		\$ 47,476.00	\$ 47,476.00	\$ -	\$ -	\$ 47,476.00				

¹ This project was included on the Legends North 3 Subdivision Improvement Agreement. The City shall make quarterly reimbursement payments as fees are paid in the Northeast Master Plan fee program.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 307-455: Transportation Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NETMP Transportation Fee is collected to fund new construction and improvements of existing street improvements, traffic signals, bikeways, and pedestrian paths in the NETMP program area.



Requirement 2. Amount of the fee.

The NETMP Transportation Fee for FY 22-23 is summarized in **Table 22** below. The fee shown below is the total NETMP fee, which is not broken out by component. A single fee is charged for this fee area that covers the components of the program fees; this fee has not been escalated since 2020. The NETMP fee is not charged on non-residential land uses.

Table 22: NETMP Transportation Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$3,000.00
Medium Density Residential (<i>per DU</i>)	\$3,000.00
High Density Residential (<i>per DU</i>)	\$3,000.00
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 23 summarizes the beginning and ending fund balances for the NETMP Transportation Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 23 summarizes the fees collected and the interest earned for the NETMP Transportation Fee during FY 22-23.

Table 23: NETMP Transportation Fee Fund Summary

Fund 307-455

Transportation Fee

Beginning Fund Balance as of July 1, 2022 **\$1,495,157.11**

Revenues

Fees Collected \$52,234.65

Interest Earned \$18,604.86

Market Value Adjustment (\$5,296.00)

Total Revenues **\$65,543.51**

Expenses

Project Expenses \$0.00

Other Expenditures

Bank Charges (\$469.38)

City Engineering Services \$0.00

Admin - Fee Reporting \$0.00

Total Expenses **(\$469.38)**

Transfers In **\$0.00**

Transfers Out **\$0.00**

Ending Balance as of June 30, 2023 **\$1,560,231.24**

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 24 summarizes the expenditures this past year on NETMP Transportation projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 24 summarizes the planned future expenditures for the NETMP Transportation Fee and the anticipated construction start date for each project.



Table 24: NETMP Transportation Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY22-23) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
1	Signal at Taylor Road/Berkeley Avenue	\$ 863,003.63	\$ 863,003.63	\$ -	\$ -	\$ 863,003.63	100.0%	n/a	n/a	n/a
7	Christoffersen Parkway - North Olive Ave to Berkeley Ave	\$ 58,975.41	\$ 58,975.41	\$ -	\$ -	\$ 58,975.41	100.0%	Complete	n/a	n/a
7A	Christoffersen Parkway - North Olive Ave to Berkeley Ave Sound Wall ²	\$ 119,625.00	\$ 119,625.00	\$ 119,625.00	\$ -	\$ -	100.0%	Complete	n/a	n/a
14	Colorado Ave - North of Monte Vista Ave to Project Line	\$ 92,164.22	\$ 92,164.22	\$ -	\$ -	\$ 92,164.22	100.0%	n/a	n/a	n/a
15	Berkeley Ave Landscape Setback Area	\$ 29,937.51	\$ 29,937.51	\$ -	\$ -	\$ 29,937.51	100.0%	n/a	n/a	n/a
18	Interior Pedestrian Connection Paths	\$ 22,308.33	\$ 22,308.33	\$ -	\$ -	\$ 22,308.33	100.0%	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 1,186,014.09	\$ 1,186,014.09	\$ 119,625.00	\$ -	\$ 1,066,389.09				
Bank Charges					\$ 469.38					
GRAND TOTAL		\$ 1,186,014.09	\$ 1,186,014.09	\$ 119,625.00	\$ 469.38	\$ 1,066,389.09				

¹ The City may condition developers to construct these improvements as part of development projects.

² This project was completed by Modesto Roselle LLC as part of the McCoon Subdivision improvements. Credits for this project were given to Modesto Roselle under the McCoon Subdivision Improvement Agreement.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 307-458: Water Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NETMP Water Fee is collected to fund water system infrastructure, which may include water lines and water wells in the NETMP program area.



Requirement 2. Amount of the fee.

The NETMP Water Fee for FY 22-23 is summarized in **Table 25** below. The fee shown below is the total NETMP fee, which is not broken out by component. A single fee is charged for this fee area that covers the components of the program fees; this fee has not been escalated since 2020. The NETMP fee is not charged on non-residential land uses.

Table 25: NETMP Water Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$3,000.00
Medium Density Residential (<i>per DU</i>)	\$3,000.00
High Density Residential (<i>per DU</i>)	\$3,000.00
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 26 summarizes the beginning and ending fund balances for the NETMP Water Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 26 summarizes the fees collected and the interest earned for the NETMP Water Fee during FY 22-23.

Table 26: NETMP Water Fee Fund Summary

Fund 307-458	
Water Fee	
Beginning Fund Balance as of July 1, 2022	\$541,667.45
Revenues	
Fees Collected	\$0.00
Interest Earned	\$6,732.36
Market Value Adjustment	(\$1,919.00)
Total Revenues	\$4,813.36
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$546,480.81

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 27 summarizes the expenditures this past year on NETMP Water projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 27 summarizes the planned future expenditures for the NETMP Water Fee and the anticipated construction start date for each project.



Table 27: NETMP Water Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		Future Expenditures	% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY22-23) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures						
5	East/West Line in 2nd Road South of Christoffersen Parkway, Colorado to Greenbelt Purple Pipe	\$ 59,466.00	\$ 59,466.00	\$ -	\$ -		\$ 59,466.00	100.0%	Complete	n/a	n/a
10	Purple Pipe	\$ 99,048.40	\$ 99,048.40	\$ -	\$ -		\$ 99,048.40	100.0%	Complete	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 158,514.40	\$ 158,514.40	\$ -	\$ -		\$ 158,514.40				
GRAND TOTAL		\$ 158,514.40	\$ 158,514.40	\$ -	\$ -		\$ 158,514.40				

1) These projects were included on the Legends North 3 Subdivision Improvement Agreement. The City shall make quarterly reimbursement payments as fees are paid in the Northeast Master Plan fee program.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 307-460: Administration Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NETMP Administration Fee is used to cover the cost of City Staff time and effort for administration of the Development Impact Fee programs. The NETMP Administration Fee amounts to three percent (3%) of each NETMP fee and covers legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis costs.

Requirement 2. Amount of the fee.

The NETMP Administration Fee for FY 22-23 is summarized in **Table 28** below. The fee shown below is the total NETMP fee, which is not broken out by component. A single fee is charged for this fee area that covers the components of the program fees; this fee has not been escalated since 2020. The NETMP fee is not charged on non-residential land uses.

Table 28: NETMP Administration Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$3,000.00
Medium Density Residential (<i>per DU</i>)	\$3,000.00
High Density Residential (<i>per DU</i>)	\$3,000.00
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 29 summarizes the beginning and ending fund balances for the NETMP Administration Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 29 summarizes the fees collected and the interest earned for the NETMP Administration Fee during FY 22-23.

Table 29: Administration Fee Fund Summary	
Fund 307-460	
Administration Fee	
Beginning Fund Balance as of July 1, 2022	\$59,631.22
Revenues	
Fees Collected	\$0.00
Interest Earned	\$0.00
Market Value Adjustment	\$0.00
Total Revenues	\$0.00
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
City Engineering Services	(\$3,808.22)
Admin - Fee Reporting	(\$1,628.28)
Total Expenses	(\$5,436.50)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$54,194.72

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the NETMP fee program and are not tied to specific projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the NETMP fee program and are not tied to specific projects.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.



NETMP Fee Program Fund Summary

Description	Sanitary Sewer	Storm Drainage	Transportation	Water	Administration	Total
Fund No.	307-456	307-457	307-455	307-458	307-460	
Starting Balance						
As of July 1, 2022	\$190,114.74	\$1,281,098.15	\$1,495,157.11	\$541,667.45	\$59,631.22	\$3,567,668.67
REVENUES						
Fees Collected	\$0.00	\$0.00	\$52,234.65	\$0.00	\$0.00	\$52,234.65
Interest Earned	\$2,362.93	\$15,922.71	\$18,604.86	\$6,732.36	\$0.00	\$43,622.86
Market Value Adjustment	(\$673.00)	(\$4,538.00)	(\$5,296.00)	(\$1,919.00)	\$0.00	(\$12,426.00)
Total Revenues	\$1,689.93	\$11,384.71	\$65,543.51	\$4,813.36	\$0.00	\$83,431.51
EXPENSES						
Project Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenditures						
Bank Charges	\$0.00	\$0.00	(\$469.38)	\$0.00	\$0.00	(\$469.38)
City Engineering Services ¹	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,808.22)	(\$3,808.22)
Admin - Fee Reporting ¹	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,628.28)	(\$1,628.28)
Total Expenditures	\$0.00	\$0.00	(\$469.38)	\$0.00	(\$5,436.50)	(\$5,905.88)
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance						
As of June 30, 2023	\$191,804.67	\$1,292,482.86	\$1,560,231.24	\$546,480.81	\$54,194.72	\$3,645,194.30

Source: City of Turlock Financial Documents

¹ Admininstration Costs include City Engineering Services and Reporting.



North Turlock Master Plan (NTMP)

The NTMP Area contains land that is currently zoned for residential, office, and school uses. The program was established to collect DIFs to fund new development and projects for infrastructure needed to serve the NTMP Area. The NTMP fees were originally adopted in 2001, and the majority of the programmed projects and improvements have since been completed. The City updated the list of remaining improvements in 2018 and escalated the remaining costs to 2022 dollars using the ENR CCI index.

The NTMP Fee Program includes the following components:

- **Sanitary Sewer**
- **Water**
- **Administration**

The following sections will include the information necessary to meet the legal requirements for each individual impact fee fund included in the NTMP fee program.



Fund 306-456: Sanitary Sewer Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NTMP Sanitary Sewer Fee is collected to fund sewer system infrastructure including sewer lines, pump stations, and sewer lift stations in the NTMP program area.

Requirement 2. Amount of the fee.

The NTMP Sanitary Sewer Fee for FY 22-23 is summarized in **Table 30** below. The NTMP Sanitary Sewer Fee is not charged on commercial or industrial land uses.

Table 30: NTMP Sanitary Sewer Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$2,960.43
Medium Density Residential (<i>per DU</i>)	\$2,960.43
High Density Residential (<i>per DU</i>)	\$2,960.43
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	\$16,875.14
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 31 summarizes the beginning and ending fund balances for the NTMP Sanitary Sewer Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 31 summarizes the fees collected and the interest earned for the NTMP Sanitary Sewer Fee during FY 22-23.

Table 31: NTMP Sanitary Sewer Fee Fund Summary	
Fund 306-456	
Sanitary Sewer Fee	
Beginning Fund Balance as of July 1, 2022	\$860,165.59
Revenues	
Fees Collected	\$0.00
Interest Earned	\$10,267.88
Total Revenues	\$10,267.88
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$870,433.47

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 32 summarizes the expenditures this past year on NTMP Sanitary Sewer projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 32 summarizes the planned future expenditures for the NTMP Sanitary Sewer Fee and the anticipated construction start date for each project.



Table 32: NTMP Sanitary Sewer Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY22-23) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
4	Mt. View Systems - Payback for Pitman HS Pump Station	\$ 122,419.05	\$ 122,419.05	\$ -	\$ -	\$ 122,419.05	100.0%	Complete	n/a	n/a
6	Kilroy/Walnut Systems - Payback for Pitman HS Pump Station	\$ 130,580.18	\$ 130,580.18	\$ -	\$ -	\$ 130,580.18	100.0%	Complete	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 252,999.23	\$ 252,999.23	\$ -	\$ -	\$ 252,999.23				
GRAND TOTAL		\$ 252,999.23	\$ 252,999.23	\$ -	\$ -	\$ 252,999.23				

1) These projects are complete. The NTMP area is mostly developed, so the City has no additional planned projects at this time.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 306-457: Storm Drain Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NTMP Storm Drain Fee collected to fund new construction of storm drain lines to serve the NTMP program area.



Requirement 2. Amount of the fee.

The NTMP Storm Drain Fee for FY 22-23 is summarized in **Table 33** below. The NTMP Storm Drain Fee is not charged on commercial or industrial land uses.

Table 33: NTMP Storm Drain Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$3,819.32
Medium Density Residential (<i>per DU</i>)	\$2,405.37
High Density Residential (<i>per DU</i>)	\$1,795.07
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	\$39,405.36
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 34 summarizes the beginning and ending fund balances for the NTMP Storm Drain Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 34 summarizes the fees collected and the interest earned for the NTMP Storm Drain Fee during FY 22-23.

Table 34: NTMP Storm Drain Fee Fund Summary	
Fund 306-457	
Storm Drainage Fee	
Beginning Fund Balance as of July 1, 2022	\$461,178.55
Revenues	
Fees Collected	\$0.00
Interest Earned	\$5,497.79
Total Revenues	\$5,497.79
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$466,676.34

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 35 summarizes the expenditures this past year on NTMP Storm Drain projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 35 summarizes the planned future expenditures for the NTMP Storm Drain Fee and the anticipated construction start date for each project.



Table 35: NTMP Storm Drain Fee Projects

Project No.	Project Name	Project Budget	Fund	Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY22-23) ¹	Reason for Revised Start Date (if applicable) ¹
						Actual Expenditures	Future Expenditures				
10	2nd Street N/O Christoffersen Off Mid Storm Line ²	\$ 94,167.79	\$	94,167.79	\$ 46,548.20	\$ -	\$ 47,619.59	100.0%	Complete	n/a	n/a
TO TAL PRO JEC T EXPENSES		\$ 94,167.79	\$	94,167.79	\$ 46,548.20	\$ -	\$ 47,619.59				
GRAND TO TAL		\$ 94,167.79	\$	94,167.79	\$ 46,548.20	\$ -	\$ 47,619.59				

¹ These projects are complete. The NTMP area is mostly developed, so the City has no additional planned projects at this time.

² Credits for this project were given to Florshiem under the Rose Walk 1 Subdivision Improvement Agreement.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 306-455: Transportation Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NTMP Transportation Fee is collected to fund new construction and improvements of existing street improvements, traffic signals, bikeways, and pedestrian paths in the NTMP program area.



Requirement 2. Amount of the fee.

The NTMP Transportation Fee for FY 22-23 is summarized in **Table 36** below. The NTMP Transportation Fee is not charged on commercial or industrial land uses.

Table 36: NTMP Transportation Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$9,474.69
Medium Density Residential (<i>per DU</i>)	\$9,474.69
High Density Residential (<i>per DU</i>)	\$9,474.69
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	\$199,903.05
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 37 summarizes the beginning and ending fund balances for the NTMP Transportation Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 37 summarizes the fees collected and the interest earned for the NTMP Transportation Fee during FY 22-23.

Table 37: NTMP Transportation Fee Fund Summary	
Fund 306-455	
Transportation Fee	
Beginning Fund Balance as of July 1, 2022	\$909,367.64
Revenues	
Fees Collected	\$0.00
Interest Earned	\$10,854.98
Total Revenues	\$10,854.98
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	(\$286.27)
Total Expenses	(\$286.27)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$919,936.35

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenditures on NTMP Transportation projects for FY 22-23.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

The City does not currently have any planned NTMP Transportation projects. The City is working on an updated CIP that will include additional planned projects for each DIF that is collected.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 306-460: Administration Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NTMP Administration Fee is used to cover the cost of City Staff time and effort for administration of the Development Impact Fee programs. The NTMP Administration Fee amounts to three percent (3%) of each NTMP fee and covers legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis costs.

Requirement 2. Amount of the fee.

The NTMP Administration Fee for FY 22-23 is summarized in **Table 38** below.

Table 38: NTMP Administration Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$487.63
Medium Density Residential (<i>per DU</i>)	\$445.20
High Density Residential (<i>per DU</i>)	\$426.90
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	\$7,685.51
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 39 summarizes the beginning and ending fund balances for the NTMP Administration Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 39 summarizes the fees collected and the interest earned for the NTMP Administration Fee during FY 22-23.

Table 39: Administration Fee Fund Summary	
Fund 307-460	
Administration Fee	
Beginning Fund Balance as of July 1, 2022	(\$5,046.98)
Revenues	
Fees Collected	\$0.00
Interest Earned	\$0.00
Total Revenues	\$0.00
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	(\$5,046.98)

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the NTMP fee program and are not tied to specific projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the NTMP fee program and are not tied to specific projects.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.



NTMP Fee Program Fund Summary

Description	Sanitary Sewer	Storm Drainage	Transportation	Administration	Total
Fund No.	306-456	306-457	306-455	306-460	
Starting Balance					
As of July 1, 2022	\$860,165.59	\$461,178.55	\$909,367.64	(\$5,046.98)	\$2,225,664.80
REVENUES					
Fees Collected	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Earned	\$10,267.88	\$5,497.79	\$10,854.98	\$0.00	\$26,620.65
Total Revenues	\$10,267.88	\$5,497.79	\$10,854.98	\$0.00	\$26,620.65
EXPENSES					
Project Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenditures					
Bank Charges	\$0.00	\$0.00	(\$286.27)	\$0.00	(\$286.27)
Total Expenditures	\$0.00	\$0.00	(\$286.27)	\$0.00	(\$286.27)
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance					
As of June 30, 2023	\$870,433.47	\$466,676.34	\$919,936.35	(\$5,046.98)	\$2,251,999.18

Source: City of Turlock Financial Documents



East Tuolumne Master Plan (ETMP)

The ETMP Area contains land that is currently zoned for residential uses. The program was established in 2006 with the ETMP Development Fee Nexus Study prepared by Economic & Planning Systems, Inc. (EPS) and originally included components for transportation, sanitary sewer, storm drainage, and water. The study has been updated twice: in 2015 and again in 2019. Between the 2015 and 2019 updates, the storm drainage component of the program was removed as the City and developers decided that the storm drainage facilities will be funded on a project-specific basis instead of with DIFs collected through the ETMP program.

The City has entered into two Subdivision Improvement Agreements (SIA) with Fairbanks Ranch 1, LLC in December 2019 and KB Home North Bay, LLC in February 2021. Both developers agreed to build capital improvements in the ETMP program area. Fairbanks Ranch 1, LLC is building capital improvements for the Fairbanks Ranch Subdivision, and KB Home North Bay, LLC is building improvements for the Les Chateaux Subdivision. Costs shown in the following sections related to the respective SIA have been escalated or held constant in accordance with the terms of the individual SIA.

The ETMP Fee Program includes the following components:

- **Transportation**
- **Sanitary Sewer**
- **Water**
- **Administration**

The following sections will include the information necessary to meet the legal requirements for each individual impact fee fund included in the ETMP fee program.



Fund 309-455: Transportation Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The ETMP Transportation Fee is collected to fund new construction and improvements of existing street improvements, traffic signals, bikeways, and pedestrian paths in the ETMP program area.



Requirement 2. Amount of the fee.

The ETMP Transportation Fee for FY 22-23 is summarized in **Table 40** below. The ETMP Transportation Fee is not charged on non-residential land uses.

Table 40: ETMP Transportation Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$13,787.02
Medium Density Residential (<i>per DU</i>)	\$13,787.02
High Density Residential (<i>per DU</i>)	\$9,630.55
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 41 summarizes the beginning and ending fund balances for the ETMP Transportation Fee for FY 22-23. The City does not currently collect this fee yet and therefore no funds have been deposited in this account.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 41 summarizes the fees collected and the interest earned for the ETMP Transportation Fee during FY 22-23.

Table 41: ETMP Transportation Fee Fund Summary	
Fund 309-455	
Transportation Fee	
Beginning Fund Balance as of July 1, 2022	\$0.00
Revenues	
Fees Collected	\$0.00
Interest Earned	\$0.00
Total Revenues	\$0.00
Expenses	
Project Expenses	\$0.00
Other Expenditures	
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$0.00

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 42 summarizes the expenditures this past year on ETMP Transportation projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 42 summarizes the planned future expenditures for the ETMP Transportation Fee and the anticipated construction start date for each project.



Table 42: ETMP Transportation Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY22-23) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
2	Tuolumne Road Improvements from West Master Plan Line to Waring ²	\$ 693,556.18	\$ 693,556.18	\$ -	\$ -	\$ 693,556.18	100.0%	Complete	n/a	n/a
3	Waring Road Improvements from Tuolumne Rd to Monte Vista ^{2,3}	\$ 731,476.06	\$ 731,476.06	\$ -	\$ -	\$ 731,476.06	100.0%	Complete	n/a	n/a
5	TID Irrigation Improvements on Tuolumne from WMP Line to Waring ³	\$ 443,040.00	\$ 443,040.00	\$ -	\$ -	\$ 443,040.00	100.0%	Complete	n/a	n/a
6	TID Irrigation Improvements on Waring North of Tuolumne ³	\$ 317,844.00	\$ 317,844.00	\$ -	\$ -	\$ 317,844.00	100.0%	Complete	n/a	n/a
1	Quincy Road Improvements from Tuolumne to Monte Vista	\$ 304,526.21	\$ 304,526.21	\$ -	\$ -	\$ 304,526.21	100.0%	n/a	n/a	n/a
4	Waring Road Improvements from Tuolumne Rd to Wyndfair #3	\$ 331,684.83	\$ 331,684.83	\$ -	\$ -	\$ 331,684.83	100.0%	n/a	n/a	n/a
7	TID Electrical Undergrounding on Tuolumne Rd from WMP Line to Waring	\$ 227,627.53	\$ 227,627.53	\$ -	\$ -	\$ 227,627.53	100.0%	n/a	n/a	n/a
8	TID Electrical Undergrounding on Waring North of Tuolumne	\$ 166,492.46	\$ 166,492.46	\$ -	\$ -	\$ 166,492.46	100.0%	n/a	n/a	n/a
9	TID Electrical Undergrounding on Waring South of Tuolumne	\$ 172,996.10	\$ 172,996.10	\$ -	\$ -	\$ 172,996.10	100.0%	n/a	n/a	n/a
TO TAL PRO JEC T EXPENSES		\$ 3,389,243.36	\$ 3,389,243.36	\$ -	\$ -	\$ 3,389,243.36				
GRAND TO TAL		\$ 3,389,243.36	\$ 3,389,243.36	\$ -	\$ -	\$ 3,389,243.36				

¹The City may condition developers to construct these improvements as part of development projects.

² The City provided credits to KB Homes, LLC for inclusion of this improvement in the Les Chateaux Subdivision Improvement Agreement. The City will reimburse the developer for the construction of this improvement.

³ The City provided credits to Fairbanks Ranch, LLC for inclusion of this improvement in the Fairbanks Ranch Subdivision Improvement Agreement. The City will reimburse the developer for the construction of this improvement.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 309-456: Sanitary Sewer Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The ETMP Sanitary Sewer Fee is collected to fund sewer system infrastructure including sewer lines, pump stations, and sewer lift stations in the ETMP program area.



Requirement 2. Amount of the fee.

The ETMP Sanitary Sewer Fee for FY 22-23 is summarized in **Table 43** below. The ETMP Sanitary Sewer Fee is not charged on non-residential land uses.

Table 43: ETMP Sanitary Sewer Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$4,218.56
Medium Density Residential (<i>per DU</i>)	\$3,356.72
High Density Residential (<i>per DU</i>)	\$2,799.13
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 44 summarizes the beginning and ending fund balances for the ETMP Sanitary Sewer Fee for FY 22-23. The City does not currently collect this fee yet and therefore no funds have been deposited in this account.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 44 summarizes the fees collected and the interest earned for the ETMP Sanitary Sewer Fee during FY 22-23.

Table 44: ETMP Sanitary Sewer Fee Fund Summary	
Fund 309-456	
Sanitary Sewer Fee	
Beginning Fund Balance as of July 1, 2022	\$0.00
Revenues	
Fees Collected	\$0.00
Interest Earned	\$0.00
Total Revenues	\$0.00
Expenses	
Project Expenses	\$0.00
Other Expenditures	
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$0.00

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 45 summarizes the expenditures this past year on ETMP Sanitary Sewer projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 45 summarizes the planned future expenditures for the ETMP Sanitary Sewer Fee and the anticipated construction start date for each project.



Table 45: ETMP Sanitary Sewer Fee Projects

Project No.	Project Name ¹	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY22-23) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
1	Pump Station at Storm Basin #1	\$ 293,125.00	\$ 293,125.00	\$ -	\$ -	\$ 293,125.00	100.0%	Complete	n/a	n/a
2	Sewer Force Main in Lafitte Rothchild Dr. (6")	\$ 7,574.00	\$ 7,574.00	\$ -	\$ -	\$ 7,574.00	100.0%	Complete	n/a	n/a
3	Sewer Force Main in Tuolumne Rd. (6")	\$ 57,861.00	\$ 57,861.00	\$ -	\$ -	\$ 57,861.00	100.0%	Complete	n/a	n/a
4	Sewer Force Main in Waring South (6")	\$ 290,975.00	\$ 290,975.00	\$ -	\$ -	\$ 290,975.00	100.0%	Complete	n/a	n/a
5	Sewer Force Main in Hawkeye (6")	\$ 148,709.00	\$ 148,709.00	\$ -	\$ -	\$ 148,709.00	100.0%	Complete	n/a	n/a
7	Sewer Main in Tuolumne Rd. (8")	\$ 138,141.00	\$ 138,141.00	\$ -	\$ -	\$ 138,141.00	100.0%	Complete	n/a	n/a
6	Sewer Main in Lafitte Rothchild from Tuolumne to Pump Station (8" & 10")	\$ 18,292.28	\$ 18,292.28	\$ -	\$ -	\$ 18,292.28	100.0%	Complete	n/a	n/a
TO TAL PRO JECT EXPENSES		\$ 954,677.28	\$ 954,677.28	\$ -	\$ -	\$ 954,677.28				
GRAND TO TAL		\$ 954,677.28	\$ 954,677.28	\$ -	\$ -	\$ 954,677.28				

¹ The City provided credits to Fairbanks Ranch, LLC for inclusion of these improvements in the Fairbanks Ranch Subdivision Improvement Agreement. The City will reimburse the developer for the construction of this improvement.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 309-458: Water Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The ETMP Water Fee is collected to fund water system infrastructure, which may include water lines and water wells in the ETMP program area.

Requirement 2. Amount of the fee.

The ETMP Water Fee for FY 22-23 is summarized in **Table 46** below. The ETMP Water Fee is not charged on non-residential land uses.

Table 46: ETMP Water Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$2,986.65
Medium Density Residential (<i>per DU</i>)	\$869.29
High Density Residential (<i>per DU</i>)	\$1,046.88
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 47 summarizes the beginning and ending fund balances for the ETMP Water Fee for FY 22-23. The City does not currently collect this fee yet and therefore no funds have been deposited in this account.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 47 summarizes the fees collected and the interest earned for the ETMP Water Fee during FY 22-23.

Table 47: ETMP Water Fee Fund Summary

Fund 309-458	
Water Fee	
Beginning Fund Balance as of July 1, 2022	\$0.00
Revenues	
Fees Collected	\$0.00
Interest Earned	\$0.00
Total Revenues	\$0.00
Expenses	
Project Expenses	\$0.00
Other Expenditures	
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$0.00

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 48 summarizes the expenditures this past year on ETMP Water projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 48 summarizes the planned future expenditures for the ETMP Water Fee and the anticipated construction start date for each project.



Table 48: ETMP Water Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY22-23) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
3	Water Line in Tuolumne (10") ^{2,3}	\$ 83,704.64	\$ 83,704.64	\$ -	\$ -	\$ 83,704.64	100.0%	Complete	n/a	n/a
4	Water Line in Waring Rd North of Tuolumne Rd (12") ²	\$ 179,922.58	\$ 179,922.58	\$ -	\$ -	\$ 179,922.58	100.0%	Complete	n/a	n/a
5	Water Line in Waring Rd South of Tuolumne Rd (12") ²	\$ 179,922.58	\$ 179,922.58	\$ -	\$ -	\$ 179,922.58	100.0%	Complete	n/a	n/a
1	Water Line in Monte Vista Ave (24")	\$ 129,666.20	\$ 129,666.20	\$ -	\$ -	\$ 129,666.20	100.0%	n/a	n/a	n/a
2	Water Line in Quincy Rd (16")	\$ 395,095.58	\$ 395,095.58	\$ -	\$ -	\$ 395,095.58	100.0%	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 968,311.58	\$ 968,311.58	\$ -	\$ -	\$ 968,311.58				
GRAND TOTAL		\$ 968,311.58	\$ 968,311.58	\$ -	\$ -	\$ 968,311.58				

¹ The City will condition developers to construct these improvements as part of development projects.

² The City provided credits to KB Homes, LLC for inclusion of this improvement in the Les Chateaux Subdivision Improvement Agreement. The City will reimburse the developer for the construction of this improvement.

³ The City provided credits to Fairbanks Ranch, LLC for inclusion of this improvement in the Fairbanks Ranch Subdivision Improvement Agreement. The City will reimburse the developer for the construction of this improvement.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 309-460: Administration Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The ETMP Administration Fee is used to cover the cost of City Staff time and effort for administration of the Development Impact Fee programs. The ETMP Administration Fee amounts to five percent (5%) of each ETMP fee and covers legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis costs.

Requirement 2. Amount of the fee.

The ETMP Administration Fee for FY 22-23 is summarized in **Table 49** below.

Table 49: ETMP Administration Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$1,091.61
Medium Density Residential (<i>per DU</i>)	\$900.65
High Density Residential (<i>per DU</i>)	\$673.83
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 50 summarizes the beginning and ending fund balances for the ETMP Administration Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 50 summarizes the fees collected and the interest earned for the ETMP Administration Fee during FY 22-23.

Table 50: Administration Fee Fund Summary	
Fund 309-460	
Administration Fee	
Beginning Fund Balance as of July 1, 2022	(\$26,674.42)
Revenues	
Fees Collected	\$38,756.92
Interest Earned	\$0.00
Total Revenues	\$38,756.92
Expenses	
Project Expenses	\$0.00
Other Expenditures	
City Engineering Services	(\$4,190.29)
Admin - Fee Reporting	(\$1,392.11)
Total Expenses	(\$5,582.40)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$6,500.10

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the ETMP fee program and are not tied to specific projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the ETMP fee program and are not tied to specific projects.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.



ETMP Fee Program Fund Summary

Description	Transportation	Sanitary Sewer	Water	Administration	Total
Fund No.	309-455	309-456	309-458	309-460	
Starting Balance					
As of July 1, 2022	\$0.00	\$0.00	\$0.00	(\$26,674.42)	(\$26,674.42)
REVENUES					
Fees Collected	\$0.00	\$0.00	\$0.00	\$38,756.92	\$38,756.92
Interest Earned	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$38,756.92	\$38,756.92
EXPENSES					
Project Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenditures					
City Engineering Services ¹	\$0.00	\$0.00	\$0.00	(\$4,190.29)	(\$4,190.29)
Admin - Fee Reporting ¹	\$0.00	\$0.00	\$0.00	(\$1,392.11)	(\$1,392.11)
Total Expenditures	\$0.00	\$0.00	\$0.00	(\$5,582.40)	(\$5,582.40)
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance					
As of June 30, 2023	\$0.00	\$0.00	\$0.00	\$6,500.10	\$6,500.10

Source: City of Turlock Financial Documents

¹ Admininstration Costs include Fee Reporting.



Master Storm Fee (Storm)

The Master Storm Fee Program is a citywide fee program that is collected to fund storm drainage facilities that serve new development in all areas of the City. As the City continues to grow and new development occurs, there will be an increased need for storm drainage facilities. The Master Storm Fee was most recently updated in 2015 in the Master Storm Drainage Development Impact Fee Nexus Study prepared by EPS.

The following sections will include the information necessary to meet the legal requirements for the Master Storm fee.

Fund 411-536: Master Storm Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Master Storm Fee is collected to fund the construction of new storm drainage facilities and upgrades to existing facilities to correct future deficiencies. Storm drainage facilities may include master storm drains and master detention basins in all areas of the City.



Requirement 2. Amount of the fee.

The Master Storm Fee for FY 22-23 is summarized in **Table 51** below.

Table 51: Master Storm Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$7,731.78
Medium Density Residential (<i>per DU</i>)	\$13,071.57
High Density Residential (<i>per DU</i>)	\$15,686.17
Non-Residential	
Commercial (<i>per Gross Acre</i>)	\$20,915.37
Office (<i>per Gross Acre</i>)	\$18,300.77
Industrial (<i>per Gross Acre</i>)	\$18,300.77



Requirement 3. Beginning and ending balance in the account or fund.

Table 52 summarizes the beginning and ending fund balances for the Master Storm Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 52 summarizes the fees collected and the interest earned for the Master Storm Fee during FY 22-23.

Table 52: Master Storm Fee Fund Summary

Fund 411-536	
Master Storm Drain Fee	
Beginning Fund Balance as of July 1, 2022	\$4,878,572.27
Revenues	
Fees Collected	\$252,358.02
Interest Earned	\$59,878.34
Market Value Adjustment	(\$20,154.00)
Total Revenues	\$292,082.36
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Depreciation Expense	(\$103,902.63)
Bank Charges	(\$639.59)
Admin - Fee Reporting	(\$1,628.50)
Total Expenses	(\$106,170.72)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$5,064,483.91

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 53 summarizes the expenditures this past year on Master Storm projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 53 summarizes the planned future expenditures for the Master Storm Fee and the anticipated construction start date for each project.



Table 53: Master Storm Fee Projects

Project No.	Project Name ¹	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date	Approx. Construction Start Date (Revised for FY22-23)	Reason for Revised Start Date (if applicable)
					Actual Expenditures	Future Expenditures				
CP 24-024	Johnson Road Storm Drain Line Upsize	\$ 820,000.00	\$ 820,000.00	\$ -	\$ -	\$ 820,000.00	100.0%	FY 25-26	n/a	n/a
n/a	Existing Pipeline Improvements	\$ 1,447,463.79	\$ 1,447,463.79	\$ -	\$ -	\$ 1,447,463.79	100.0%	n/a	n/a	n/a
n/a	Existing Pump Stations/Basins Improvements	\$ 3,324,834.55	\$ 3,324,834.55	\$ -	\$ -	\$ 3,324,834.55	100.0%	n/a	n/a	n/a
n/a	Buildout Pipeline System Improvements	\$35,572,977.54	\$ 35,572,977.54	\$ -	\$ -	\$35,572,977.54	100.0%	n/a	n/a	n/a
n/a	Buildout Pump Stations/Basins Improvements	\$19,288,314.93	\$ 19,288,314.93	\$ -	\$ -	\$19,288,314.93	100.0%	n/a	n/a	n/a
TO TAL PRO JEC T EXPENSES		\$60,453,590.80	\$ 60,453,590.80	\$ -	\$ -	\$60,453,590.80				
GRAND TO TAL		\$ 60,453,590.80	\$ 60,453,590.80	\$ -	\$ -	\$ 60,453,590.80				

¹ A complete list of Existing and Buildout projects in these categories is included in Appendix A.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Sewer Trunk Capacity Fee (Sewer)

The Sewer Trunk Capacity Fee Program is a citywide fee program that is collected to fund sanitary sewer facilities that serve new development in all areas of the City. As the City continues to grow and new development occurs, there will be an increased need for sanitary sewer facilities. The Sewer Trunk Capacity Fee was most recently updated in 2015 in the Sewer Trunk Capacity Development Impact Fee Nexus Study prepared by EPS.

The following sections will include the information necessary to meet the legal requirements for the Sewer Trunk Capacity fee.

Fund 414-536: Sewer Trunk Capacity Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Sewer Trunk Capacity Fee is collected to fund the construction of new citywide sanitary sewer trunk lines or the oversizing of existing regular sewer lines to be used as sewer trunk lines.



Requirement 2. Amount of the fee.

The Sewer Trunk Capacity Fee for FY 22-23 is summarized in **Table 54** below.

Table 54: Sewer Trunk Capacity Fee

Land Use	Fee as of July 1, 2022
Residential	
Low Density Residential (<i>per DU</i>)	\$3,108.03
Medium Density Residential (<i>per DU</i>)	\$2,460.05
High Density Residential (<i>per DU</i>)	\$2,071.54
Non-Residential	
Commercial (<i>per 1,000 building SF</i>)	\$259.47
Office (<i>per 1,000 building SF</i>)	\$647.98
Industrial (<i>per 1,000 building SF</i>)	\$1,683.04



Requirement 3. Beginning and ending balance in the account or fund.

Table 55 summarizes the beginning and ending fund balances for the Sewer Trunk Capacity Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 55 summarizes the fees collected and the interest earned for the Sewer Trunk Capacity Fee during FY 22-23.

Table 55: Sewer Trunk Capacity Fee Fund Summary	
Fund 414-536	
Sewer Trunk Capacity Fee	
Beginning Fund Balance as of July 1, 2022	\$2,391,559.06
Revenues	
Fees Collected	\$343,493.44
Interest Earned	\$31,006.56
Other Revenues	(\$51,295.00)
Total Revenues	\$323,205.00
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Depreciation Expense	(\$209.07)
Bank Charges	(\$332.69)
Admin - Fee Reporting	(\$1,628.34)
Total Expenses	(\$2,170.10)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$2,712,593.96

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 56 summarizes the expenditures this past year on Sewer Trunk Capacity projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 56 summarizes the planned future expenditures for the Sewer Trunk Capacity Fee and the anticipated construction start date for each project.



Table 56: Sewer Trunk Capacity Fee Projects

Project No.	Project Name ¹	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date	Approx. Construction Start Date (Revised for FY22-23)	Reason for Revised Start Date (if applicable)
					Actual Expenditures	Future Expenditures				
CP 24-025	Morgan Ranch Sewer Lift Station	\$ 1,500,000.00	\$ 1,500,000.00	\$ -	\$ -	\$ 1,500,000.00	100.0%	FY 25-26	n/a	n/a
CP 23-040	Water Line Replacement for 2024 Roads Program Construction	\$ 3,318,416.00	\$ 313,207.00	\$ -	\$ -	\$ 313,207.00	9.4%	FY 24-25	n/a	n/a
n/a	Existing Sewer System Improvements	\$ 55,433.47	\$ 55,433.47	\$ -	\$ -	\$ 55,433.47	100.0%	n/a	n/a	n/a
n/a	Existing Projects to Remove Direct Connections to Sewer System	\$10,639,776.17	\$ 10,639,776.17	\$ -	\$ -	\$10,639,776.17	100.0%	n/a	n/a	n/a
n/a	Buildout Sewer Pipeline System Improvements	\$ 8,541,925.42	\$ 8,541,925.42	\$ -	\$ -	\$ 8,541,925.42	100.0%	n/a	n/a	n/a
n/a	Buildout Sewer Lift Stations	\$30,562,813.03	\$ 30,562,813.03	\$ -	\$ -	\$30,562,813.03	100.0%	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$54,618,364.09	\$ 51,613,155.09	\$ -	\$ -	\$51,613,155.09				
GRAND TOTAL		\$ 54,618,364.09	\$ 51,613,155.09	\$ -	\$ -	\$ 51,613,155.09				

¹ A complete list of Existing and Buildout projects in these categories is included in Appendix A.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Capital Facilities Fees (CFF)

The Capital Facilities Fee (CFF) Program is a citywide fee program used to fund new and upgraded facilities and infrastructure that is needed to serve new development in all areas of the City. The fees were most recently updated in the 2013 Capital Facilities Fee Nexus Study prepared by EPS.

A single fee is charged for this fee area that covers the components of the program fees. The CFF is charged according to the specific area of the City where each individual development project is located. The three area categories are Downtown/Pedestrian Priority Area, Master Plan Areas, and City Infill.

The CFF Fee Program includes the following components:

- **Roadways**
- **Police**
- **General Government**
- **Fire**
- **Administration**

The following sections will include the information necessary to meet the legal requirements for each individual impact fee fund included in the CFF fee program.



Fund 305-440: Roadways Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The CFF Roadways Fee is collected to fund new construction and expansion of existing roadways, freeway and railroad overcrossing, and interchanges. Other projects funded with this fee may include traffic intersection signalizations, studies, and multimodal facilities.



Requirement 2. Amount of the fee.

The CFF Roadways Fee for FY 22-23 is summarized in **Table 57** below. The CFF is charged according to the specific area of the City where each individual development project is located. The three area categories are Downtown/Pedestrian Priority Area, Master Plan Areas, and City Infill.

Table 57: CFF Roadways Fee

Land Use	Fee as of July 1, 2022		
	Downtown/PPA	Master Plan Areas	City Infill
Residential			
Single Family (<i>per DU</i>)	\$ 15,222.30	\$ 18,574.59	\$ 16,603.10
Multi Family (<i>per DU</i>)	\$ 10,953.54	\$ 13,393.92	\$ 11,917.21
Non-Residential			
Commercial (<i>per 1,000 building SF</i>)	\$ 16,324.51	\$ 19,664.61	\$ 18,066.11
Office (<i>per 1,000 building SF</i>)	\$ 8,589.28	\$ 10,438.98	\$ 9,423.55
Industrial (<i>per 1,000 building SF</i>)	\$ 2,134.38	\$ 2,601.75	\$ 2,336.86

1) The Capital Facilities Fee includes Roadway, Police, General Government, and Fire components that are collected in one fee.



Requirement 3. Beginning and ending balance in the account or fund.

Table 58 summarizes the beginning and ending fund balances for the CFF Roadways Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 58 summarizes the fees collected and the interest earned for the CFF Roadways Fee during FY 22-23.

Table 58: CFF Roadways Fee Fund Summary

Fund 305-440	
Roadways Fee	
Beginning Fund Balance as of July 1, 2022	\$7,568,490.56
Revenues	
Fees Collected	\$1,625,019.27
Interest Earned	\$107,715.89
Other Revenues	(\$74,799.00)
Total Revenues	\$1,657,936.16
Expenses	
Project Expenses	(\$142,545.99)
Other Expenditures	
Bank Charges	(\$1,005.81)
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	(\$143,551.80)
Transfers In	\$0.00
Transfers Out	(\$2,913,788.00)
Ending Balance as of June 30, 2023	\$6,169,086.92

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 59 summarizes the expenditures this past year on CFF Roadways projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 59 summarizes the planned future expenditures for the CFF Roadways Fee and the anticipated construction start date for each project.



Table 59: CFF Roadways Fee Projects

Project No.	Project Name ¹	Project Budget	Fund Budget	Expenditures to Date	FY22-23	Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Approx. Construction Start Date (Revised for FY22-23)	Reason for Revised Start Date (if applicable)
					Actual Expenditures					
CP 0828	Fulkerth / SR99 Interchange	\$17,957,247.94	\$ 12,606,071.19	\$12,448,117.51	\$ 110,043.30	\$ 47,910.38	70.2%	FY 18-19	Complete	Construction Completed as of FY 20/21
CP 21-003	Fulkerth and Tegner Widening	\$ 1,350,000.00	\$ 1,350,000.00	\$ 77,059.42	\$ 26,760.65	\$ 1,246,179.93	100.0%	FY 24-25	n/a	n/a
CP 14-79	Intersection Improvements at GSB / Golf / Berkeley	\$ 2,031,123.00	\$ 2,031,123.00	\$ 20,050.62	\$ 5,742.04	\$ 2,005,330.34	100.0%	FY 24-25	n/a	n/a
CP 14-44	Intersection Improvements at Main & Tegner	\$ 2,800,000.00	\$ 523,000.00	\$ 355,938.45	\$ -	\$ 167,061.55	18.7%	FY 24-25	n/a	n/a
1	440' of 1840 Fulkerth RD Median Landscaping	\$ 340,870.65	\$ 340,870.65	\$ 100,000.00	\$ -	\$ 240,870.65	100.0%	n/a	n/a	n/a
30	Washington / W Main Intersection	\$ 7,608,652.12	\$ 1,676,171.13	\$ 44,693.43	\$ -	\$ 1,631,477.70	22.0%	n/a	n/a	n/a
4	Golden State Blvd / Hawkeye Ave. Traffic Signal & Turn Lanes	\$ 3,241,398.00	\$ 507,900.00	\$ 507,900.00	\$ -	\$ -	15.7%	Complete	n/a	n/a
TOTAL PROJECT EXPENSES		\$35,329,291.71	\$ 19,035,135.97	\$13,553,759.43	\$ 142,545.99	\$ 5,338,830.55				
	Transfer Out to Fund 350-442 : Fulkerth/SR99	n/a	n/a	n/a	\$ 2,913,788.00	n/a	n/a	n/a	n/a	n/a
	Bank Charges	n/a	n/a	n/a	\$1,005.81	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 35,329,291.71	\$ 19,035,135.97	\$ 13,553,759.43	\$ 3,057,339.80	\$ 5,338,830.55				

¹ A complete list of roadway projects the City plans to fund with the CFF is included in Appendix B.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

\$2,913,788.00 was transferred to Fund #350-442 for the Fulkerth/SR99 Interchange project in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 305-441: Police Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The CFF Police Fee is collected to fund new and expanded public safety facilities such as police headquarters, animal services facilities, and police training spaces. The fee can also be used to fund police vehicles and equipment.



Requirement 2. Amount of the fee.

The CFF Police Fee for FY 22-23 is summarized in **Table 60** below. The CFF is charged according to the specific area of the City where each individual development project is located. The three area categories are Downtown/Pedestrian Priority Area, Master Plan Areas, and City Infill.

Table 60: CFF Police Fee

Land Use	Fee as of July 1, 2022		
	Downtown/PPA	Master Plan Areas	City Infill
Residential			
Single Family (<i>per DU</i>)	\$ 15,222.30	\$ 18,574.59	\$ 16,603.10
Multi Family (<i>per DU</i>)	\$ 10,953.54	\$ 13,393.92	\$ 11,917.21
Non-Residential			
Commercial (<i>per 1,000 building SF</i>)	\$ 16,324.51	\$ 19,664.61	\$ 18,066.11
Office (<i>per 1,000 building SF</i>)	\$ 8,589.28	\$ 10,438.98	\$ 9,423.55
Industrial (<i>per 1,000 building SF</i>)	\$ 2,134.38	\$ 2,601.75	\$ 2,336.86

1) The Capital Facilities Fee includes Roadway, Police, General Government, and Fire components that are collected in one fee.



Requirement 3. Beginning and ending balance in the account or fund.

Table 61 summarizes the beginning and ending fund balances for the CFF Police Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 61 summarizes the fees collected and the interest earned for the CFF Police Fee during FY 22-23.

Table 61: CFF Police Fee Fund Summary

Fund 305-441	
Police Facilities Fee	
Beginning Fund Balance as of July 1, 2022	(\$328,370.40)
Revenues	
Fees Collected	\$74,202.62
Interest Earned	\$0.00
Other Revenues	\$0.00
Total Revenues	\$74,202.62
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	(\$254,167.78)

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenditures on CFF Police projects for FY 22-23.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

The City does not currently have any planned CFF Police projects. The City is working on an updated CIP that will include additional planned projects for each DIF that is collected.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 305-442: General Government Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The CFF General Government Fee is collected to fund the new construction new and expansion of existing City buildings, downtown parking facilities, and land acquisition for corporation yard expansions. The fee can also be used to fund the administration of General Plan updates.



Requirement 2. Amount of the fee.

The CFF General Government Fee for FY 22-23 is summarized in **Table 62** below. The CFF General Government Fee is not charged on non-residential land uses. The CFF is charged according to the specific area of the City where each individual development project is located. The three area categories are Downtown/Pedestrian Priority Area, Master Plan Areas, and City Infill.

Table 62: CFF General Government Fee

Land Use	Fee as of July 1, 2022		
	Downtown/PPA	Master Plan Areas	City Infill
Residential			
Single Family (<i>per DU</i>)	\$ 15,222.30	\$ 18,574.59	\$ 16,603.10
Multi Family (<i>per DU</i>)	\$ 10,953.54	\$ 13,393.92	\$ 11,917.21
Non-Residential			
Commercial (<i>per 1,000 building SF</i>)	\$ 16,324.51	\$ 19,664.61	\$ 18,066.11
Office (<i>per 1,000 building SF</i>)	\$ 8,589.28	\$ 10,438.98	\$ 9,423.55
Industrial (<i>per 1,000 building SF</i>)	\$ 2,134.38	\$ 2,601.75	\$ 2,336.86

1) The Capital Facilities Fee includes Roadway, Police, General Government, and Fire components that are collected in one fee.



Requirement 3. Beginning and ending balance in the account or fund.

Table 63 summarizes the beginning and ending fund balances for the CFF General Government Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 63 summarizes the fees collected and the interest earned for the CFF General Government Fee during FY 22-23.

Table 63: CFF General Government Fee Fund Summary

Fund 305-442

General Government Facilities Fee

Beginning Fund Balance as of July 1, 2022 **\$1,926,618.14**

Revenues

Fees Collected	\$100,927.01
Interest Earned	\$0.00
Other Revenues	\$0.00

Total Revenues **\$100,927.01**

Expenses

Project Expenses	\$0.00
------------------	--------

Other Expenditures

Bank Charges	(\$255.32)
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00

Total Expenses **(\$255.32)**

Transfers In **\$2,929,588.00**

Transfers Out **\$0.00**

Ending Balance as of June 30, 2023 **\$4,956,877.83**

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 64 summarizes the expenditures this past year on CFF General Government projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 64 summarizes the planned future expenditures for the CFF General Government Fee and the anticipated construction start date for each project.



Table 64: CFF General Government Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date	Approx. Construction Start Date (Revised for FY22-23)	Reason for Revised Start Date (if applicable)
					Actual Expenditures	Future Expenditures				
TBD	Recreation Facilities Prioritization & Feasibility Study	\$ 80,550.00	\$ 80,550.00	\$ 80,547.89	\$ -	\$ 2.11	100.0%	Complete	n/a	n/a
16-73	City Hall Renovation	\$ 18,922.00	\$ 18,922.00	\$ 18,922.00	\$ -	\$ -	100.0%	Complete	n/a	n/a
16-27	Downtown Parking Study	\$ 76,351.00	\$ 76,351.00	\$ 69,808.00	\$ -	\$ 6,543.00	100.0%	Complete	n/a	n/a
15-57	Downton Parking - 129 S. Broadway	\$ 455,564.00	\$ 455,564.00	\$ 455,564.00	\$ -	\$ -	100.0%	Complete	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 631,387.00	\$ 631,387.00	\$ 1,295,760.89	\$ -	\$ 6,545.11				
Transfer In from Fund 350-440 : Fulkerth/SR99		n/a	n/a	n/a	\$ 2,929,588.00	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 631,387.00	\$ 631,387.00	\$ 1,295,760.89	\$ 2,929,588.00	\$ 6,545.11				



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

\$2,929,588.00 was transferred in from Fund #350-440 for the Fulkerth/SR99 Interchange project in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 305-443: Fire Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The CFF Fire Fee is collected to fund the construction of new and expansion of existing fire facilities including a new fire training facility, fire stations, and fire training tower. The fee can also be used to fund acquisition of fire vehicles and equipment.



Requirement 2. Amount of the fee.

The CFF Fire Fee for FY 22-23 is summarized in **Table 65** below. The CFF is charged according to the specific area of the City where each individual development project is located. The three area categories are Downtown/Pedestrian Priority Area, Master Plan Areas, and City Infill.

Table 65: CFF Fire Fee

Land Use	Fee as of July 1, 2022		
	Downtown/PPA	Master Plan Areas	City Infill
Residential			
Single Family (<i>per DU</i>)	\$ 15,222.30	\$ 18,574.59	\$ 16,603.10
Multi Family (<i>per DU</i>)	\$ 10,953.54	\$ 13,393.92	\$ 11,917.21
Non-Residential			
Commercial (<i>per 1,000 building SF</i>)	\$ 16,324.51	\$ 19,664.61	\$ 18,066.11
Office (<i>per 1,000 building SF</i>)	\$ 8,589.28	\$ 10,438.98	\$ 9,423.55
Industrial (<i>per 1,000 building SF</i>)	\$ 2,134.38	\$ 2,601.75	\$ 2,336.86

1) The Capital Facilities Fee includes Roadway, Police, General Government, and Fire components that are collected in one fee.



Requirement 3. Beginning and ending balance in the account or fund.

Table 66 summarizes the beginning and ending fund balances for the CFF Fire Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 66 summarizes the fees collected and the interest earned for the CFF Fire Fee during FY 22-23.

Table 66: CFF Fire Fee Fund Summary

Fund 305-443	
Fire Facilities Fee	
Beginning Fund Balance as of July 1, 2022	\$1,741,845.49
Revenues	
Fees Collected	\$43,461.58
Interest Earned	\$24,471.59
Market Valuation	\$0.00
Total Revenues	\$67,933.17
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	(\$232.11)
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	(\$232.11)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$1,809,546.55

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 67 summarizes the expenditures this past year on CFF Fire projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 67 summarizes the planned future expenditures for the CFF Fire Fee and the anticipated construction start date for each project.



Table 67: CFF Fire Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date	Approx. Construction Start Date (Revised for FY22-23)	Reason for Revised Start Date (if applicable)
					Actual Expenditures	Future Expenditures				
16-37 & 17-55	Fire Training Facility	\$ 314,770.00	\$ 305,270.00	\$305,261.20	\$ -	\$ 8.80	97.0%	Complete	n/a	n/a
TO TAL PRO JECT EXPENSES		\$ 314,770.00	\$ 305,270.00	\$305,261.20	\$ -	\$ 8.80				
GRAND TO TAL		\$ 314,770.00	\$ 305,270.00	\$305,261.20	\$ -	\$ 8.80				



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 22-23.



Fund 305-460: Administration Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Administration Fee is used to cover the cost of City Staff time and effort for administration of the Development Impact Fee programs. The CFF Administration Fee amounts to three percent (3%) of each CFF fee and covers legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis costs.

Requirement 2. Amount of the fee.

The CFF Administration Fee for FY 22-23 is summarized in **Table 68** below. The CFF is charged according to the specific area of the City where each individual development project is located. The three area categories are Downtown/Pedestrian Priority Area, Master Plan Areas, and City Infill. The 3% CFF Administration Fee is included in the single CFF charged.

Table 68: Administration Fee

Land Use	Fee as of July 1, 2022		
	Downtown/PPA	Master Plan Areas	City Infill
Residential			
Single Family (<i>per DU</i>)	\$ 15,222.30	\$ 18,574.59	\$ 16,603.10
Multi Family (<i>per DU</i>)	\$ 10,953.54	\$ 13,393.92	\$ 11,917.21
Non-Residential			
Commercial (<i>per 1,000 building SF</i>)	\$ 16,324.51	\$ 19,664.61	\$ 18,066.11
Office (<i>per 1,000 building SF</i>)	\$ 8,589.28	\$ 10,438.98	\$ 9,423.55
Industrial (<i>per 1,000 building SF</i>)	\$ 2,134.38	\$ 2,601.75	\$ 2,336.86

1) The Capital Facilities Fee includes Roadway, Police, General Government, and Fire components that are collected in one fee.



Requirement 3. Beginning and ending balance in the account or fund.

Table 69 summarizes the beginning and ending fund balances for the CFF Administration Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 69 summarizes the fees collected and the interest earned for the CFF Administration Fee during FY 22-23.

Table 69: Administration Fee Fund Summary	
Fund 305-460	
Administration Fee	
Beginning Fund Balance as of July 1, 2022	\$1,547,639.53
Revenues	
Fees Collected	\$129,980.73
Interest Earned	\$0.00
	\$0.00
Total Revenues	\$129,980.73
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	(\$206.32)
City Engineering Services	(\$2,854.45)
Admin - Fee Reporting	(\$26,829.73)
Total Expenses	(\$29,890.50)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$1,647,729.76

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

CFF Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the CFF fee program and are not tied to specific projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

CFF Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the CFF fee program and are not tied to specific projects.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.



CFF Fee Program Fund Summary

Description	Roadways	Police	General Government	Fire	Contingency ¹	Administration	Total
Fund No.	305-440	305-441	305-442	305-443	305-444	305-460	
Starting Balance							
As of July 1, 2022	\$7,568,490.56	(\$328,370.40)	\$1,926,618.14	\$1,741,845.49	\$215,851.99	\$1,547,639.53	\$12,672,075.31
REVENUES							
Fees Collected	\$1,625,019.27	\$74,202.62	\$100,927.01	\$43,461.58	\$0.00	\$129,980.73	\$2,047,793.83
Interest Earned	\$107,715.89	\$0.00	\$27,569.87	\$24,471.59	\$3,023.72	\$0.00	\$236,983.69
Market Valuation	(\$74,799.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$596.38)
Total Revenues	\$1,657,936.16	\$74,202.62	\$128,496.88	\$67,933.17	\$3,023.72	\$129,980.73	\$2,061,573.28
EXPENSES							
Project Expenditures	(\$142,545.99)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$142,545.99)
Other Expenditures							
Bank Charges	(\$1,005.81)	\$0.00	(\$255.32)	(\$232.11)	(\$28.37)	(\$206.32)	(\$1,727.93)
City Engineering Services ²	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,854.45)	(\$2,854.45)
Admin - Fee Reporting ²	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$26,829.73)	(\$26,829.73)
Total Expenditures	(\$143,551.80)	\$0.00	(\$255.32)	(\$232.11)	(\$28.37)	(\$29,890.50)	(\$173,958.10)
Transfers In³	\$0.00	\$0.00	\$2,929,588.00	\$0.00	\$0.00	\$0.00	\$2,929,588.00
Transfers Out³	(\$2,913,788.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,913,788.00)
Net Transfers	(\$2,913,788.00)	\$0.00	\$2,929,588.00	\$0.00	\$0.00	\$0.00	\$15,800.00
Ending Balance							
As of June 30, 2023	\$6,169,086.92	(\$254,167.78)	\$4,984,447.70	\$1,809,546.55	\$218,847.34	\$1,647,729.76	\$14,575,490.49

Source: City of Turlock Financial Documents

¹ This component, previously named the Surcharge component, was collected from 1987 to 1991 to ensure a positive cash flow in the CFF Fund. This charge is no longer collected, but remaining surcharge funds could be used to provide funding for future CFF Program facilities as needed.

² Administration Costs include City Engineering Services and Reporting.

³ Transfer from Roadways to General Government for repayment for the Fulkerth/SR 99 Interchange project.



Appendix A: Master Storm and Sewer Trunk Capacity Projects

Master Storm Projects

							ENR Escalation:		2.695%	
Name	Type	Description/Street	Description/Limits	Remaining Costs as of FY 2021-22	Less Completed	Remaining Cost	Cost (2022\$)	Cost (2023\$)		
Existing System Improvements										
Pipelines										
ESD-2	Pipe	Christoffersen Pkwy	Pump Station No. 31 Wet Well to Walnut Rd (Walnut Pump Station #1 Wet Well)	\$ 409,646.00	\$ -	\$ 409,646.00	\$ 454,864.00	\$ 467,120.38		
ESD-3	Pipe	Monte Vista Dr	Four Seasons Dr to Walnut Rd	\$ 115,685.00	\$ -	\$ 115,685.00	\$ 128,455.00	\$ 131,916.24		
ESD-4	Pipe	Countryside Dr	West side of Staples/Walmart Shopping Center, parallel to Countryside Dr	\$ 12,908.00	\$ -	\$ 12,908.00	\$ 14,333.00	\$ 14,719.20		
ESD-6	Pipe	Colorado Ave	Waldorf Dr to Tuolumne Rd	\$ 9,864.00	\$ -	\$ 9,864.00	\$ 10,952.00	\$ 11,247.10		
ESD-8	Pipe	Castleview Dr	Quincy Rd to west of Palace Ct	\$ 76,291.00	\$ -	\$ 76,291.00	\$ 84,712.00	\$ 86,994.58		
ESD-9	Pipe	Johnson Rd	Tuolumne Rd to north of Castleview Dr	\$ 16,987.00	\$ -	\$ 16,987.00	\$ 18,863.00	\$ 19,371.27		
ESD-14	Pipe	Almond Ave	Almond Ave and Golden State Blvd	\$ 28,495.00	\$ -	\$ 28,495.00	\$ 31,640.00	\$ 32,492.54		
ESD-23	Pipe	Montana Ave	East of Hwy 99 to West Ave South	\$ 37,628.00	\$ -	\$ 37,628.00	\$ 41,782.00	\$ 42,907.82		
ESD-29	Pipe	Kilroy Rd	Parallel Pipe from Industrial Rowe to Spengler Way	\$ 30,322.00	\$ -	\$ 30,322.00	\$ 33,669.00	\$ 34,576.22		
ESD-45	Pipe	Quincy Rd	Canal Dr to East Ave	\$ 312,897.00	\$ -	\$ 312,897.00	\$ 347,436.00	\$ 356,797.72		
ESD-46	Pipe	East Ave	Quincy Rd to Southeast 2 Area Pump Station (ESD-PS-6)	\$ 218,644.00	\$ -	\$ 218,644.00	\$ 242,779.00	\$ 249,320.72		
Pump Stations/Basins										
ESD-PS-6	Pump Station	East Ave	East of Daubenberger Rd	\$ 901,123.00	\$ -	\$ 901,123.00	\$ 1,000,594.00	\$ 1,027,555.16		
ESD-FM-1	Force Main	East Ave	Dual Force Mains to Northern East Linear Basin	\$ 772,043.00	\$ -	\$ 772,043.00	\$ 857,265.00	\$ 880,364.14		
ESD-BN-1	Basin	Northern East Linear Basin	Northern East Linear Basin	\$ 560,645.00	\$ -	\$ 560,645.00	\$ 622,532.00	\$ 639,306.22		
	Land Acquisition	Northern East Linear Basin	Northern East Linear Basin	\$ 681,931.00	\$ -	\$ 681,931.00	\$ 757,206.00	\$ 777,609.03		
Buildout System Improvements										
Pipelines										
FSD-1	Pipe	Monte Vista Dr	Summer Creek Dr to Four Seasons Dr	\$ 94,496.00	\$ -	\$ 94,496.00	\$ 104,927.00	\$ 107,754.27		
FSD-3	Pipe	Tully Rd	Branding Iron Dr to Fulkerth Rd	\$ 22,285.00	\$ -	\$ 22,285.00	\$ 24,744.00	\$ 25,410.73		
FSD-4	Pipe	Oxford Ave, Pedras Rd	Jacquelinelee Dr to Northeast of Divanian Dr	\$ 138,822.00	\$ -	\$ 138,822.00	\$ 154,146.00	\$ 158,299.49		
FSD-5	Pipe	Kilroy Rd	Parallel Pipe from Castor St to Industrial Rowe	\$ 28,556.00	\$ -	\$ 28,556.00	\$ 31,708.00	\$ 32,562.38		
FSD-6	Pipe	Syracuse Ave	Palm St to Geer Rd	\$ 97,358.00	\$ -	\$ 97,358.00	\$ 108,105.00	\$ 111,017.91		
FSD-7	Pipe	Golden State Blvd	Monroe Ave to Geer Rd	\$ 22,833.00	\$ -	\$ 22,833.00	\$ 25,353.00	\$ 26,036.14		
FSD-8	Pipe	Washington Rd, Canal Dr	Fulkerth Rd to Fransil Ln	\$ 303,216.00	\$ -	\$ 303,216.00	\$ 336,686.00	\$ 345,758.06		
FSD-9	Pipe	Unnamed Rd	Fulkerth Rd to Canal Dr	\$ 540,674.00	\$ -	\$ 540,674.00	\$ 600,356.00	\$ 616,532.68		
FSD-10	Pipe	Canal Dr	Dianne Dr to Fransil Ln	\$ 80,979.00	\$ -	\$ 80,979.00	\$ 89,918.00	\$ 92,340.85		
FSD-11	Pipe	Tegner Rd	South of Fulkerth Rd to Canal Dr	\$ 328,788.00	\$ -	\$ 328,788.00	\$ 365,081.00	\$ 374,918.16		
FSD-12	Pipe	Tegner Rd	North of West Main St to Canal Dr	\$ 376,280.00	\$ -	\$ 376,280.00	\$ 417,815.00	\$ 429,073.09		



FSD-13	Pipe	Fransil Ln	Fulkerth Rd to Canal Dr	\$ 93,278.00	\$ -	\$ 93,278.00	\$ 103,575.00	\$ 106,365.84
FSD-14	Pipe	Fransil Ln	Canal Dr to West Main St, to FSD-PS-2 Wet Well	\$ 117,755.00	\$ -	\$ 117,755.00	\$ 130,753.00	\$ 134,276.16
FSD-18	Pipe	West Main St, Clinton Rd, Fransil Ln	Near intersection of West Main St and Clinton Rd, and along Fransil Ln	\$ 635,657.00	\$ -	\$ 635,657.00	\$ 705,824.00	\$ 724,842.54
FSD-19	Pipe	West Main St	Clinton Rd to Fransil Ln	\$ 418,900.00	\$ -	\$ 418,900.00	\$ 465,141.00	\$ 477,674.30
FSD-20	Pipe	West Main St	Dianne Dr to Kilroy Rd	\$ 270,337.00	\$ -	\$ 270,337.00	\$ 300,178.00	\$ 308,266.34
FSD-21	Pipe	Tegner Rd	West Main St to Liberty Square Pkwy	\$ 653,923.00	\$ -	\$ 653,923.00	\$ 726,107.00	\$ 745,672.06
FSD-22	Pipe	Tegner Rd	Linwood Ave to south of Humphrey Ct	\$ 349,490.00	\$ -	\$ 349,490.00	\$ 388,068.00	\$ 398,524.55
FSD-23	Pipe	Washington Rd, Ruble Rd	Clayton Rd to FSD-PS-2 Wet Well	\$ 836,583.00	\$ -	\$ 836,583.00	\$ 928,930.00	\$ 953,960.16
FSD-24	Pipe	Linwood Ave, Unnamed Rd	Linwood Ave and along Unnamed Rd, to FSD-PS-2 Wet Well	\$ 1,128,839.00	\$ -	\$ 1,128,839.00	\$ 1,253,446.00	\$ 1,287,220.29
FSD-25	Pipe	Ruble Rd	Tegner Rd to Unnamed Rd	\$ 84,389.00	\$ -	\$ 84,389.00	\$ 93,704.00	\$ 96,228.87
FSD-26	Pipe	Linwood Ave	Glenwood Ave to Kilroy Rd	\$ 1,513,643.00	\$ -	\$ 1,513,643.00	\$ 1,680,727.00	\$ 1,726,014.45
FSD-27	Pipe	Kilroy Rd	Linwood Ave to Spengler Way	\$ 764,737.00	\$ -	\$ 764,737.00	\$ 849,152.00	\$ 872,032.53
FSD-28	Pipe	Soderquist Rd	South Ave to Jordan Ave	\$ 473,699.00	\$ -	\$ 473,699.00	\$ 525,988.00	\$ 540,160.83
FSD-29	Pipe/Casing(1)	Highway 99	West of Soderquist Rd to the east side of Highway 99, north of Venture Ln	\$ 398,199.00	\$ -	\$ 398,199.00	\$ 442,154.00	\$ 454,067.91
FSD-30	Pipe	North of Venture Ln, Walnut Rd	Soderquist Rd to Walnut Rd, Linwood Ave to Venture Ln	\$ 854,849.00	\$ -	\$ 854,849.00	\$ 949,212.00	\$ 974,788.66
FSD-31	Pipe	Unnamed Dr	South of Hawkeye Ave to north of Canal Dr	\$ 735,511.00	\$ -	\$ 735,511.00	\$ 816,701.00	\$ 838,707.13
FSD-32	Pipe	Unnamed Dr	South of Canal Dr to East Ave	\$ 773,261.00	\$ -	\$ 773,261.00	\$ 858,618.00	\$ 881,753.59
FSD-33	Pipe	West of Verduga Rd	Connection pipeline from Northern to Southern East Linear Basin	\$ 89,625.00	\$ -	\$ 89,625.00	\$ 99,519.00	\$ 102,200.55
FSD-34	Pipe	Johnson Rd	South of East Ave to Unnamed Rd	\$ 231,369.00	\$ -	\$ 231,369.00	\$ 256,909.00	\$ 263,831.45
FSD-35	Pipe	Johnson Rd	Unnamed Rd to Brier Rd	\$ 720,899.00	\$ -	\$ 720,899.00	\$ 800,475.00	\$ 822,043.92
FSD-36	Pipe	Johnson Rd	Brier Rd to Linwood Ave	\$ 1,408,918.00	\$ -	\$ 1,408,918.00	\$ 1,564,442.00	\$ 1,606,596.13
FSD-37	Pipe	Unnamed Rd, Brier Rd	Daubenberger Rd to Johnson Rd	\$ 1,709,699.00	\$ -	\$ 1,709,699.00	\$ 1,898,424.00	\$ 1,949,577.33
FSD-38	Pipe	South of Brier Rd	FSD-BN-5 (Future Basin) to Johnson Rd	\$ 1,131,275.00	\$ -	\$ 1,131,275.00	\$ 1,256,151.00	\$ 1,289,998.18
FSD-39	Pipe	Linwood Ave	West of Verduga Rd to Johnson Rd	\$ 1,082,566.00	\$ -	\$ 1,082,566.00	\$ 1,202,065.00	\$ 1,234,454.83
FSD-40	Pipe	Paulson Rd	Center St to Linwood Ave at Future Pump Station (FSD-PS-3) Wet Well	\$ 1,505,119.00	\$ -	\$ 1,505,119.00	\$ 1,671,262.00	\$ 1,716,294.41
FSD-41	Pipe	Linwood Ave	Johnson Rd to 5th St	\$ 1,050,904.00	\$ -	\$ 1,050,904.00	\$ 1,166,909.00	\$ 1,198,351.54
FSD-42A	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 118,120.00	\$ -	\$ 118,120.00	\$ 131,159.00	\$ 134,693.10
FSD-42B	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 705,068.00	\$ -	\$ 705,068.00	\$ 782,897.00	\$ 803,992.28
FSD-42C	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 180,225.00	\$ -	\$ 180,225.00	\$ 200,119.00	\$ 205,511.24
FSD-42D	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 93,766.00	\$ -	\$ 93,766.00	\$ 104,116.00	\$ 106,921.42
FSD-42E	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 306,869.00	\$ -	\$ 306,869.00	\$ 340,743.00	\$ 349,924.37
FSD-42F	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 730,640.00	\$ -	\$ 730,640.00	\$ 811,292.00	\$ 833,152.39
FSD-42G	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 64,540.00	\$ -	\$ 64,540.00	\$ 71,664.00	\$ 73,595.00
FSD-42H	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 387,239.00	\$ -	\$ 387,239.00	\$ 429,985.00	\$ 441,571.01
FSD-42I	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 120,556.00	\$ -	\$ 120,556.00	\$ 133,863.00	\$ 137,469.96



FSD-42J	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 163,176.00	\$ -	\$ 163,176.00	\$ 181,189.00	\$ 186,071.17
FSD-42K	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 154,652.00	\$ -	\$ 154,652.00	\$ 171,724.00	\$ 176,351.13
FSD-42L	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 180,225.00	\$ -	\$ 180,225.00	\$ 200,119.00	\$ 205,511.24
FSD-42M	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 164,394.00	\$ -	\$ 164,394.00	\$ 182,541.00	\$ 187,459.60
FSD-42N	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 137,604.00	\$ -	\$ 137,604.00	\$ 152,793.00	\$ 156,910.03
FSD-42O	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 59,669.00	\$ -	\$ 59,669.00	\$ 66,256.00	\$ 68,041.28
FSD-42P	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 170,483.00	\$ -	\$ 170,483.00	\$ 189,302.00	\$ 194,402.77
FSD-42Q	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 81,588.00	\$ -	\$ 81,588.00	\$ 90,594.00	\$ 93,035.07
FSD-43	Pipe	Lander Ave	Southeast 1 Area (FSD-PS-4) to Lander Ave	\$ 1,147,105.00	\$ -	\$ 1,147,105.00	\$ 1,273,729.00	\$ 1,308,049.82
FSD-44	Pipe	Linwood Ave	5th St to Lander Ave	\$ 2,289,340.00	\$ -	\$ 2,289,340.00	\$ 2,542,049.00	\$ 2,610,544.90
FSD-45	Pipe	Linwood Ave	West Linwood Ave Basin to Harding Drain Outfall	\$ 2,873,061.00	\$ -	\$ 2,873,061.00	\$ 3,190,204.00	\$ 3,276,164.54
Pump Stations/Basins								
FSD-PS-1	Pump Station	Fransil Ln & West Main St	At Fransil Ln and West Main St, Future Pump Station	\$ 90,843.00	\$ -	\$ 90,843.00	\$ 100,871.00	\$ 103,588.98
FSD-PS-2	Pump Station	Ruble Rd	At Ruble Rd and Unnamed Rd, Future Pump Station	\$ 301,998.00	\$ -	\$ 301,998.00	\$ 335,334.00	\$ 344,369.63
FSD-PS-3	Pump Station	Linwood Ave	At Johnson Rd	\$ 1,930,108.00	\$ -	\$ 1,930,108.00	\$ 2,143,164.00	\$ 2,200,911.88
FSD-FM-1	Force Main	Linwood Ave	Johnson Rd to Verduga Rd (Dual Force Mains)	\$ 4,565,285.00	\$ -	\$ 4,565,285.00	\$ 5,069,224.00	\$ 5,205,815.02
FSD-PS-4	Pump Station	Unnamed Rd	Southeast 1 Area Future Pump station	\$ 735,511.00	\$ -	\$ 735,511.00	\$ 816,701.00	\$ 838,707.13
FSD-BN-1	Basin	Fransil Ln & West Main St	At Fransil Ln and West Main St, Future Retention Basin	\$ 108,622.00	\$ -	\$ 108,622.00	\$ 120,612.00	\$ 123,861.91
FSD-BN-2	Land Acquisition	Fransil Ln & West Main St	At Fransil Ln and West Main St, Future Retention Basin	\$ 121,773.00	\$ -	\$ 121,773.00	\$ 135,215.00	\$ 138,858.39
	Basin	Ruble Rd	At Ruble Rd and Unnamed Rd, Future Detention Basin	\$ 434,487.00	\$ -	\$ 434,487.00	\$ 482,448.00	\$ 495,447.64
FSD-BN-3	Land Acquisition	Ruble Rd	At Ruble Rd and Unnamed Rd, Future Detention Basin	\$ 487,094.00	\$ -	\$ 487,094.00	\$ 540,861.00	\$ 555,434.58
	Basin	Southern East Linear Basin	Southern East Linear Basin	\$ 1,855,827.00	\$ -	\$ 1,855,827.00	\$ 2,060,682.00	\$ 2,116,207.39
FSD-BN-4	Land Acquisition	Southern East Linear Basin	Southern East Linear Basin	\$ 2,465,911.00	\$ -	\$ 2,465,911.00	\$ 2,738,111.00	\$ 2,811,889.82
	Basin	Highway 99 Basin	Southeast 1 Area, Highway 99 new basin	\$ 758,648.00	\$ -	\$ 758,648.00	\$ 842,392.00	\$ 865,090.38
FSD-BN-5	Land Acquisition	Highway 99 Basin	Southeast 1 Area, Highway 99 new basin	\$ 754,995.00	\$ -	\$ 754,995.00	\$ 838,335.00	\$ 860,924.06
	Basin	Unnamed Rd	Southeast of Daubenberger Rd and Brier Rd	\$ 1,086,219.00	\$ -	\$ 1,086,219.00	\$ 1,206,121.00	\$ 1,238,620.11
	Land Acquisition	Unnamed Rd	Southeast of Daubenberger Rd and Brier Rd	\$ 1,217,734.00	\$ -	\$ 1,217,734.00	\$ 1,352,154.00	\$ 1,388,588.00
	Total Remaining Improvement Costs:			\$ 52,296,195.000	\$ -	\$ 52,296,195.000	\$ 58,068,918.000	\$ 59,633,593.884



Sewer Trunk Capacity Projects

				ENR Escalation:		2.695%		
Name	Type	Description/Street	Description/Limits	Remaining Costs as of FY 2021-22	Less Completed	Remaining Cost	Cost (2022\$)	Cost (2023\$)
Existing System Improvements								
Pipelines								
ESS-1	Pipe	W.Main St./N. Soderquist Rd.	Julian St. to S. Tully Rd.	\$ 40,927.00	\$ -	\$ 40,927.00	\$ 45,445.00	\$ 46,669.52
ESS-2	Pipe	Wayside Dr.	N.Denair Ave, to Geer Rd.	\$ 7,685.00	\$ -	\$ 7,685.00	\$ 8,534.00	\$ 8,763.95
ESS-3	Pipe	Colorado Ave.	North of Escondido Ave. to south of Escondido Ave.	\$ -	\$ -	\$ -	\$ -	\$ -
Projects to Remove Direct Connections to Sewer System								
ESD-11	Pipe	Johnson Rd	Marshall St to Canal Dr	\$ 127,497.00	\$ -	\$ 127,497.00	\$ 141,570.00	\$ 145,384.63
ESD-17	Pipe	D St	6th to Lander Ave	\$ 213,164.00	\$ -	\$ 213,164.00	\$ 236,694.00	\$ 243,071.76
ESD-19	Pipe	West South Ave	Columbia St to High St	\$ 44,569.00	\$ -	\$ 44,569.00	\$ 49,489.00	\$ 50,822.49
ESD-20	Pipe	West South Ave	High St to Vermont Ave	\$ 81,832.00	\$ -	\$ 81,832.00	\$ 90,865.00	\$ 93,313.37
ESD-21	Pipe	West South Ave	Vermont Ave to South Ave	\$ 110,327.00	\$ -	\$ 110,327.00	\$ 122,505.00	\$ 125,805.92
ESD-22	Pipe	West Ave South	South Ave to Linwood Ave	\$ 428,033.00	\$ -	\$ 428,033.00	\$ 475,282.00	\$ 488,088.55
ESD-25	Pipe	Montana Ave	Gabriel St to West Ave South	\$ 114,528.00	\$ -	\$ 114,528.00	\$ 127,170.00	\$ 130,596.62
ESD-26	Pipe	Lander Ave	E St to Linwood Ave, Adjust inverts to match proposed Lin	\$ 359,475.00	\$ -	\$ 359,475.00	\$ 399,156.00	\$ 409,911.32
ESD-43	Pipe	Canal Drive	Johnson Rd and Canal Dr, provides connection to canal trun	\$ 3,897.00	\$ -	\$ 3,897.00	\$ 4,327.00	\$ 4,443.59
ESD-47	Pipe	Marshall St	Berkeley Ave to Johnson Rd	\$ 326,353.00	\$ -	\$ 326,353.00	\$ 362,377.00	\$ 372,141.30
ESD-48	Pipe	Rose St	Merritt St to Canal Dr	\$ 285,559.00	\$ -	\$ 285,559.00	\$ 317,080.00	\$ 325,623.77
ESD-50	Pipe	Olive Ave, Golden State Blvd	Thor St to southeast of Minerva St	\$ 793,963.00	\$ -	\$ 793,963.00	\$ 881,604.00	\$ 905,358.95
ESD-51	Pipe/Casing	Golden State Blvd, 1st Street	Pipe & Casing under Train Tracks, east of Golden State Blv	\$ 185,096.00	\$ -	\$ 185,096.00	\$ 205,527.00	\$ 211,064.96
ESD-52	Pipe	D St	1st St to 6th St	\$ 625,306.00	\$ -	\$ 625,306.00	\$ 694,331.00	\$ 713,039.86
ESD-53	Pipe	F St	8th St to Lander Ave	\$ 154,652.00	\$ -	\$ 154,652.00	\$ 171,724.00	\$ 176,351.13
ESD-55	Pipe	Lander Ave	D St to E St	\$ 216,270.00	\$ -	\$ 216,270.00	\$ 240,142.00	\$ 246,612.66
ESD-57	Pipe	Linwood Ave	Lander Ave to West Linwood Ave Basin	\$ 1,826,966.00	\$ -	\$ 1,826,966.00	\$ 2,028,636.00	\$ 2,083,297.91
ESD-58	Pipe	Columbia St	Locust St to West Ave South	\$ 259,377.00	\$ -	\$ 259,377.00	\$ 288,009.00	\$ 295,769.45
ESD-59	Pipe	Castor St, Laurel St	Locust St to High St	\$ 79,153.00	\$ -	\$ 79,153.00	\$ 87,890.00	\$ 90,258.21
ESD-60	Pipe	High St	Laurel St to West Ave South	\$ 289,821.00	\$ -	\$ 289,821.00	\$ 321,813.00	\$ 330,484.30
ESD-61	Pipe	Vermont Ave	Orange St to West Ave South	\$ 233,805.00	\$ -	\$ 233,805.00	\$ 259,614.00	\$ 266,609.34
ESD-62	Pipe	Martinez St, Williams Ave	Parnell Ave to West Ave South	\$ 101,072.00	\$ -	\$ 101,072.00	\$ 112,229.00	\$ 115,253.03
ESD-63	Pipe	Orange St	South Ave to Montana Ave	\$ 300,171.00	\$ -	\$ 300,171.00	\$ 333,306.00	\$ 342,286.98
ESD-64	Pipe	Lewis St	Maple St to Orange St	\$ 56,625.00	\$ -	\$ 56,625.00	\$ 62,875.00	\$ 64,569.18
ESD-65	Pipe	Montana Ave	Orange St to west of Gabriel St	\$ 170,483.00	\$ -	\$ 170,483.00	\$ 189,302.00	\$ 194,402.77
ESD-66	Pipe/Casing	Linwood Ave, under Highway 99	Boring under Highway 99, under Linwood Ave	\$ 286,776.00	\$ -	\$ 286,776.00	\$ 318,432.00	\$ 327,012.20



ESD-BN-2	Basin	Linwood Ave	West Linwood Ave Basin	\$	1,655,875.00	\$	-	\$	1,655,875.00	\$	1,838,659.00	\$	1,888,201.95
FSS-1A	Pipe	E. Linwood Ave.	Golf Rd. to east of 5th St.	\$	181,442.00	\$	-	\$	181,442.00	\$	201,471.00	\$	206,899.67
FSS-1B	Pipe	E. Linwood Ave.	S. Johnson Rd. to Golf Rd.	\$	316,611.00	\$	-	\$	316,611.00	\$	351,560.00	\$	361,032.84
FSS-2	Pipe	S. Johnson Rd.	Briar Rd. to E. Linwood Ave.	\$	566,246.00	\$	-	\$	566,246.00	\$	628,751.00	\$	645,692.79
FSS-3	Pipe	S. Johnson Rd.	South of East Ave. to Brier Rd.	\$	187,531.00	\$	-	\$	187,531.00	\$	208,232.00	\$	213,842.84
FSS-4	Pipe	E. Linwood Ave.	S. Quincy Rd. to S. Johnson Rd.	\$	231,369.00	\$	-	\$	231,369.00	\$	256,909.00	\$	263,831.45
FSS-5	Pipe	E. Linwood Ave.	East of S. Quincy Rd. to S. Quincy Rd.	\$	185,096.00	\$	-	\$	185,096.00	\$	205,527.00	\$	211,064.96
FSS-6	Pipe	Brier Rd.	S. Quincy Rd. to S. Johnson Rd.	\$	228,934.00	\$	-	\$	228,934.00	\$	254,205.00	\$	261,054.59
FSS-7	Pipe	Brier Rd.	S. Daubenberger Rd. to S. Quincy Rd.	\$	189,967.00	\$	-	\$	189,967.00	\$	210,936.00	\$	216,619.70
FSS-8	Pipe	Alley north of East Ave.	N. Berkeley Avenue to Bell St.	\$	398,199.00	\$	-	\$	398,199.00	\$	442,154.00	\$	454,067.91
FSS-9	Pipe	East Ave.	N. Quincy Rd. to N. Berkeley Ave.	\$	651,488.00	\$	-	\$	651,488.00	\$	723,402.00	\$	742,894.18
FSS-10	Pipe	East Ave.	West of N. Verduga Rd. to N. Quincy Rd.	\$	572,335.00	\$	-	\$	572,335.00	\$	635,512.00	\$	652,635.97
FSS-11	Pipe	West of N. Verduga Rd.	Canal Dr. to East Ave.	\$	472,481.00	\$	-	\$	472,481.00	\$	524,636.00	\$	538,772.40
FSS-12	Pipe	West of N. Verduga Rd.	South of Hawkeye to Canal Dr.	\$	180,225.00	\$	-	\$	180,225.00	\$	200,119.00	\$	205,511.24
FSS-13	Pipe	E. Glenwood Ave.	5th St. to Golf Rd.	\$	207,015.00	\$	-	\$	207,015.00	\$	229,866.00	\$	236,059.77
FSS-14	Pipe	Golf Rd.	South of E. Glenwood Ave to E. Glenwood Ave.	\$	191,184.00	\$	-	\$	191,184.00	\$	212,288.00	\$	218,008.13
FSS-15	Pipe	W. Glenwood Ave.	West of Lander Avenue to east of S. Walnut Rd.	\$	414,030.00	\$	-	\$	414,030.00	\$	459,732.00	\$	472,119.55
FSS-16	Pipe	W. Glenwood Ave.	West of Lander Avenue to south of Linwood Ave.	\$	281,297.00	\$	-	\$	281,297.00	\$	312,347.00	\$	320,763.24
FSS-24	Pipe	East of S. Washington Rd.	South of West Main St. to West Main St.	\$	192,402.00	\$	-	\$	192,402.00	\$	213,640.00	\$	219,396.56
FSS-28	Pipe	Christoffersen Pkwy./N. Waring Rd.	Redirect Denair flows to 24-inch sewer on Christoffersen	\$	1,860,698.00	\$	-	\$	1,860,698.00	\$	2,066,091.00	\$	2,121,762.14
FSS-29	Pipe	Golf Road	Glenwood Ave. to E. Linwood Ave.	\$	306,869.00	\$	-	\$	306,869.00	\$	340,743.00	\$	349,924.37
Pipe Lift Stations													
LS-MR	Lift Station	Morgan Ranch	Assumed 2 pumps	\$	990,018.00	\$	-	\$	990,018.00	\$	1,099,301.00	\$	1,128,921.83
LS-4	Lift Station	Kilroy Road	Assumed 3 pumps	\$	2,141,994.00	\$	-	\$	2,141,994.00	\$	2,378,438.00	\$	2,442,525.38
LS-50	Lift Station	Tegner Road	Assumed 3 pumps	\$	8,122,286.00	\$	-	\$	8,122,286.00	\$	9,018,865.00	\$	9,261,879.70
	Force Main	N. Walnut Rd.	Extend existing 18-inch force main	\$	603,996.00	\$	-	\$	603,996.00	\$	670,668.00	\$	688,739.25
LS-57	Lift Station	Piccadilly Lane	Assumed 2 pumps	\$	3,462,018.00	\$	-	\$	3,462,018.00	\$	3,844,173.00	\$	3,947,754.83
LS-63	Lift Station	Fulkerth/Tegner	Assumed 2 pumps	\$	2,945,699.00	\$	-	\$	2,945,699.00	\$	3,270,860.00	\$	3,358,993.82
LS-67	Lift Station	Humphrey Ct.	Assumed 2 pumps	\$	1,072,824.00	\$	-	\$	1,072,824.00	\$	1,191,247.00	\$	1,223,345.33
LS-GS	Lift Station	Golden State Blvd.	Assumed 3 pumps (current capacity unknown)	\$	1,818,077.00	\$	-	\$	1,818,077.00	\$	2,018,765.00	\$	2,073,160.93
LS-Main	Lift Station	Main St. Near Clinton Rd.	Assumed 3 pumps (current capacity unknown)	\$	2,725,289.00	\$	-	\$	2,725,289.00	\$	3,026,120.00	\$	3,107,659.27
LS-Ind	Lift Station	New Industrial Lift Station	Assumed 2 pumps	\$	1,738,924.00	\$	-	\$	1,738,924.00	\$	1,930,875.00	\$	1,982,902.72
	Force Main	S. Washington Rd.	W. Linwood Ave. to W. Main St.	\$	1,158,065.00	\$	-	\$	1,158,065.00	\$	1,285,898.00	\$	1,320,546.72
	Land Acquisition	Corner of S. Washington Rd. and W. Linwood Ave.in WISP	Land Acquisition assumed 0.25 acres	\$	23,137.00	\$	-	\$	23,137.00	\$	25,691.00	\$	26,383.25
	Less Lift Station			\$	(324,500.00)	\$	-	\$	(324,500.00)	\$	(360,320.00)	\$	(370,028.88)
Total Remaining Improvement Costs:				\$	43,672,503.000	\$	-	\$	43,672,503.000	\$	48,493,289.000	\$	49,799,948.095



Appendix B: CFF Roadways Projects



City of Turlock Capital Facility Fees Update



Street Improvement Projects Summary

No.	PROJECT CATEGORY	TOTAL COST	CFF COST	CITY INFILL COST	PPA COST	MPA COST
1	Subtotal Roadway Projects	\$ 203,970,000	\$ 60,451,240	\$ 33,555,409	\$ 3,814,669	\$ 23,081,161
2	Subtotal Intersection Projects	\$ 109,166,753	\$ 25,202,084	\$ 15,124,873	\$ 1,719,436	\$ 8,357,775
3	Subtotal Traffic Signal Projects	\$ 10,280,000	\$ 10,280,000	\$ 6,169,478	\$ 701,363	\$ 3,409,159
4	Subtotal Overcrossing Projects	\$ 29,200,649	\$ 29,200,649	\$ 17,524,587	\$ 1,992,242	\$ 9,683,820
5	Subtotal Interchange Projects	\$ 59,239,596	\$ 43,489,596	\$ 26,100,009	\$ 2,967,119	\$ 14,422,467
6	Subtotal Miscellaneous Costs (Technical Studies, PSRs, PS&E)	\$ 2,000,000	\$ 2,000,000	\$ 1,200,287	\$ 136,452	\$ 663,261
7	Subtotal Bike Projects	\$ 1,987,189	\$ 728,553	\$ 437,237	\$ 49,706	\$ 241,610
8	Subtotal Median Projects Costs	\$ 3,230,741	\$ 3,230,741	\$ 1,938,909	\$ 220,420	\$ 1,071,412
9	Subtotal Program Reimbursements	\$ 1,580,942	\$ 1,580,942	\$ 948,792	\$ 107,861	\$ 524,288
Total Street Improvement Projects		\$ 420,655,870	\$ 176,163,804	\$ 102,999,581	\$ 11,709,270	\$ 61,454,953



City of Turlock Capital Facility Fees Update



Roadway Improvement Projects

No.	FILE NAME	ROADWAY	FROM	TO	FUTURE CLASSIFICATION	ULTIMATE	ULTIMATE Cost	CFF SHARE
1	C001	Berkeley Avenue	Golden State Boulevard	East Avenue	Arterial*	2 Lanes	\$ 6,262,114	\$ 4,131,990
3	C004	Canal Drive Extension	Daubenberger Road	Verduga Road	Arterial	2 Lanes	\$ 3,824,076	\$ 408,877
2	C005	Canal Drive	Tully Road	Soderquist Road	Arterial	2 Lanes	\$ 4,041,613	\$ 2,036,285
3	C008	Washington Road	Fulkerth Road	Main Street	Expressway	4 Lanes	\$ 10,183,523	\$ 2,122,324
4	C009	Daubenberger Road Extension	Brier Road	Linwood Avenue	Collector	2 Lanes	\$ 3,447,403	\$ -
5	C010	Washington Road	Main Street	Linwood Avenue	Expressway	4 Lanes	\$ 10,708,273	\$ 2,290,494
6	C011	Tegner Road	Tuolumne Road	Ball Fields	Arterial	4 Lanes	\$ 1,196,280	\$ 789,476
7	C012	East Avenue	Johnson Road	Daubenberger Road	Arterial	4 Lanes	\$ 4,418,448	\$ 1,168,462
8	C013	East Avenue	Daubenberger Road	Verduga Road	Arterial	4 Lanes	\$ 2,332,004	\$ 248,731
9	C015	Fulkerth Road	Tegner Road	Dianne Drive	Arterial	4 Lanes	\$ 1,509,453	\$ 357,473
10	C016	Golden State Boulevard	Taylor Road	Christofferson Parkway	Expressway	6 Lanes	\$ 2,840,413	\$ 1,164,931
11	C017	Golf Road	SR 99 Overcrossing	Glenwood Avenue	Arterial	2 Lanes	\$ 2,878,566	\$ 465,152
12	C020	Golf Road	Glenwood Avenue	Linwood Avenue	Arterial	4 Lanes	\$ 2,254,627	\$ 489,558
13	C021	Lander Avenue	Harding Avenue	West Glenwood Avenue	Arterial	4 Lanes	\$ 5,809,050	\$ 1,381,171
14	C022	Linwood Avenue	Washington Road	Tegner Road	Arterial	4 Lanes	\$ 8,659,890	\$ 1,779,477
15	C023	Linwood Avenue	Tegner Road	Walnut Road	Arterial	4 Lanes	\$ 8,673,381	\$ 1,842,238
16	C024	Linwood Avenue	Walnut Road	W Glenwood Avenue	Arterial	4 Lanes	\$ 1,821,592	\$ 1,821,592
17	C025	Linwood Avenue	Daubenberger Road Extension	Verduga Road	Arterial	4 Lanes	\$ 3,340,077	\$ 820,863
18	C026	Main Street	Washington Road	Tegner Road	Arterial	4 Lanes	\$ 8,222,976	\$ 2,692,005
19	C027	Linwood Avenue	West Avenue	Lander Avenue	Arterial	4 Lanes	\$ 2,393,837	\$ 1,737,233
20	C028	Linwood Avenue	5th Street	Golf Road	Arterial*	4 Lanes	\$ 880,531	\$ 880,531
21	C029	Linwood Avenue	Johnson Road	Daubenberger Road Extension	Arterial	4 Lanes	\$ 4,451,047	\$ 3,579,787
22	C030	Main Street	Tegner Road	Walnut Road	Arterial	4 Lanes	\$ 5,421,096	\$ 3,220,632
23	C032	Olive Avenue	Canal Drive	Hawkeye Avenue	Arterial*	4 Lanes	\$ 4,336,670	\$ 4,336,670
24	C034	Olive Avenue	Hawkeye Avenue	North Avenue	Arterial*	4 Lanes	\$ 824,038	\$ 824,038
25	C035	Tegner Road Extension	Main Street	Fulkerth Road	Arterial	2 Lanes	\$ 5,082,801	\$ -
26	C037	Tegner Road	Fulkerth Road	Tuolumne Road	Arterial	4 Lanes	\$ 3,481,602	\$ 843,278
27	C039	Verduga Road	Hawkeye Avenue	East Avenue	Expressway	4 Lanes	\$ 8,746,151	\$ 1,586,880
28	C040	Verduga Road	East Avenue	Linwood Avenue	Expressway	4 Lanes	\$ 10,375,025	\$ 2,815,024
29	C041	Waring Road Extension	East Avenue	Linwood Avenue	Collector	2 Lanes	\$ 6,807,108	\$ -
30	C050	East Avenue	Golden State Boulevard	Berkeley Avenue	Arterial*	4 Lanes	\$ 2,705,462	\$ 2,705,462
31	C051	East Avenue	Berkeley Avenue	Johnson Road	Arterial*	4 Lanes	\$ 256,811	\$ 256,811
32	C052	Fulkerth Road	Washington Road	Tegner Road	Arterial	4 Lanes	\$ 9,646,947	\$ 1,928,162
33	C053	Olive Avenue	Tuolumne Road	Tornell Avenue	Arterial*	4 Lanes	\$ 1,308,395	\$ 1,308,395
34	C057	Morgan Ranch Arterial	Glenwood Avenue	Golf Road	Arterial	2 Lanes	\$ 8,959,241	\$ 1,473,601
35	C058	Northeast Expressway	Christofferson Parkway @ Berkeley Avenue	Hawkeye Avenue @ Verduga Road	Expressway	4 Lanes	\$ 29,862,617	\$ 6,221,105
36	C059	Morgan Ranch Arterial	Lander Avenue	Glenwood Avenue	Arterial	4 Lanes	\$ 3,404,630	\$ 722,531
37	CITY COST/FT	Canal Drive Extension	Washington Road	Walnut Avenue	Collector	2 Lanes	\$ 2,592,699	\$ -
Total Roadway Projects							\$ 203,960,464	\$ 60,451,240



City of Turlock Capital Facility Fees Update



Median Landscaping Projects

No.	FILE NAME	ROADWAY	FROM	TO	LENGTH	ASSUMED MEDIAN LENGTH	CFF COST
1		Fulkerth Road	Tully Road	Golden State Boulevard	2300	1840	\$ 228,637
3		Golden State Boulevard	Tuolumne Road	Fulkerth Road	3500	2800	\$ 347,926
2		Golden State Boulevard	20th Century Boulevard	Canal Drive	2700	2160	\$ 268,400
3		Golden State Boulevard	Geer Road	F Street	4600	3680	\$ 457,274
4		Hawkeye Avenue	Dels Lane	Colorado Avenue	6600	5280	\$ 656,089
5		Lander Avenue	Castor Street	Linwood Avenue	4000	3200	\$ 397,630
6		Monte Vista Avenue	Four Seasons Drive	Crowell Road	2400	1920	\$ 238,578
7		Monte Vista Avenue	Geer Road	Olive Avenue	2600	2080	\$ 258,459
8		Monte Vista Avenue	Olive Avenue	Amethyst Way	3800	3040	\$ 377,748
						Total Roadway Proje	\$ 3,230,741



City of Turlock Capital Facility Fees Update



Intersection Improvement Projects

No.	FILE NAME	NORTH / SOUTH STREET	EAST / WEST STREET	PROPOSED IMPROVEMENTS	TOTAL COST	CFF Share
1		Berkeley Avenue	East Avenue	2-Lane Arterial at 4-Lane Arterial/Expressway (Detail 13)	\$ 3,756,802	\$ 857,267
2		Countryside Boulevard	Monte Vista Avenue	Additional Left Turn Storage	\$ 147,461	\$ 134,915
3		Daubenberger Road	Canal Drive	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
4		Daubenberger Road	East Avenue	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
5		Daubenberger Road Extension	Linwood Avenue	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
6		Golden State Boulevard	East Avenue	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 3,827,595	\$ 843,212
7		Golden State Boulevard	Berkeley Avenue	CITY-PROVIDED COST	\$ 1,460,000	\$ 1,460,000
8		Golf Road	Linwood Avenue	2-Lane Arterial at 4-Lane Arterial/Expressway (Detail 13)	\$ 3,756,802	\$ 857,267
9		Golf Road	Morgan Ranch Arterial	2-Lane Arterial at 2-Lane Arterial (Detail 12)	\$ 2,547,342	\$ 380,248
10		Johnson Road	East Avenue	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
11		Lander Avenue	Linwood Avenue	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
12		Lander Avenue	East Glenwood Avenue	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
13		Morgan Ranch Arterial	East Glenwood Avenue	Roundabout	\$ 2,200,000	\$ 1,012,000
14		Northeast Expressway	Hawkeye Avenue	Collector at 4-Lane Expressway (Detail 10)	\$ 2,717,888	\$ 492,321
15		Olive Avenue	Hawkeye Avenue	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
16		Quincy Road	Monte Vista Avenue	Add left turn pockets and signalize	\$ 543,968	\$ 543,968
17		Tegner Road	Tuolumne Overcrossing	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
18		Tegner Road	Fulkerth Road	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
19		Tegner Road	Main Street	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
20		Tegner Road	Linwood Avenue	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
21		Tegner Road Extension	Canal Drive Extension	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
22		Verduga Road	Canal Drive	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
23		Verduga Road	East Avenue	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
24		Verduga Road	Linwood Avenue	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 3,827,595	\$ 843,212
25		Walnut Avenue	Linwood Avenue	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
26		Waring Road Extension	East Avenue	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
27		Waring Road Extension	Linwood Avenue	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
28		Washington Road	Fulkerth Road	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 3,827,595	\$ 843,212
29		Washington Road	Canal Drive Extension	Collector at 4-Lane Expressway (Detail 10)	\$ 2,717,888	\$ 492,321
30		Washington Road	Main Street	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
31		Washington Road	Linwood Avenue	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 3,827,595	\$ 843,212
				Total Intersection Projects	\$ 109,166,753	\$ 25,202,084



City of Turlock Capital Facility Fees Update



Intersection Signalization & Other Projects

(note: Some intersection improvement projects also include signalization; this section covers intersections where signalization only is proposed)

No.	INTERSECTION	PROPOSED IMPROVEMENTS	TOTAL COST	CFF COST
1	Monte Vista Avenue / Fosberg Road	Install Traffic Signal	\$ 250,000	\$ 250,000
2	Monte Vista Avenue / Geer Road	Install Traffic Signal & Turn Lanes	\$ 500,000	\$ 500,000
3	Lander Avenue / F Street	Install Traffic Signal	\$ 250,000	\$ 250,000
4	Golden State Boulevard / Hawkeye Avenue	Install Traffic Signal & Turn Lanes	\$ 500,000	\$ 500,000
5	Geer Road / Calaveras Way	Install Traffic Signal	\$ 250,000	\$ 250,000
6	Geer Road / Taylor Road	Install Traffic Signal & Turn Lanes, Replace Culvert	\$ 750,000	\$ 750,000
7	Fulkerth Road / Diane Drive	Install Traffic Signal & Realign Intersection	\$ 1,400,000	\$ 1,400,000
8	Berkeley Avenue / East Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
9	Daubenberger Road / Canal Drive	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
10	Daubenberger Road / East Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
11	Daubenberger Road Extension / Linwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
12	Golden State Boulevard / East Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
13	Golden State Boulevard / Berkeley Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
14	Golf Road / Linwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
15	Golf Road / Morgan Ranch Arterial	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
16	Johnson Road / East Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
17	Lander Avenue / Linwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
18	Lander Avenue / East Glenwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
19	Morgan Ranch Arterial / East Glenwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
20	Northeast Expressway / Hawkeye Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
21	Quincy Road / Monte Vista Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
22	Tegner Road / Tuolumne Overcrossing	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
23	Tegner Road / Fulkerth Road	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
24	Tegner Road / Main Street	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
25	Tegner Road / Linwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
26	Tegner Road Extension / Canal Drive Extension	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
27	Verduga Road / Canal Drive	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
28	Verduga Road / East Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
29	Verduga Road / Linwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
30	Walnut Avenue / Linwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
31	Waring Road Extension / East Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
32	Waring Road Extension / Linwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
33	Washington Road / Fulkerth Road	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
34	Washington Road / Canal Drive Extension	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
35	Washington Road / Main Street	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
36	Washington Road / Linwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
Total Intersection Projects			\$ 10,280,000	\$ 10,280,000



City of Turlock
Capital Facility Fees Update



Overcrossing Improvement Projects

No.	PROJECT ID	HIGHWAY	EXISTING CONDITIONS	PROPOSED IMPROVEMENTS	TOTAL COST	CFF COST
1	Linwood Avenue	SR 99		4-Lane Arterial	\$ 11,584,252	\$ 11,584,252
2	Linwood Avenue	Golden State Blvd		4-Lane Arterial	\$ 12,092,615	\$ 12,092,615
3	Tuolumne Road	SR 99		Project 683 - 4-Lane Collector/Arterial	\$ 5,523,782	\$ -
Total Overcrossing Projects					\$ 29,200,649	\$ 23,676,867



City of Turlock
Capital Facility Fees Update



Interchange Improvement Projects

No.	PROJECT ID	HIGHWAY	EXISTING CONDITIONS	PROPOSED IMPROVEMENTS	TOTAL COST	CFF COST
1	Fulkerth Road Interchange	99			\$ 9,250,000	\$ 9,250,000
2	Lander Avenue Interchange	99			\$ 2,000,000	\$ 2,000,000
3	Main Street Interchange	99			\$ 16,625,893	\$ 16,625,893
4	Taylor Road Interchange	99			\$ 10,363,703	\$ 10,363,703
5	SR 165 Interchange	99			\$ 21,000,000	\$ 5,250,000
Total Interchange Projects					\$ 59,239,596	\$ 43,489,596

Bike Facility Cost Worksheet

Length of Road

Bike Lane Class II Cost

	qty	unit	unit cost	total
Thermoplastic Striping	1118700	LF	\$0.50	\$559,350
Pavement Markings	9788.625	SF	\$3.00	\$29,366
Signs	699	EA	\$200.00	\$139,838

TOTAL

Length of Road Width of Bike Path feet

Bike Lane Class I cost

	qty	unit	unit cost	total
Type A Asphalt Concr	8,275	Ton	\$90.00	\$744,731
Class 2 Aggregate Bas	5,636	CY	\$45.00	\$253,633
Thermoplastic Striping	136962	LF	\$0.50	\$68,481
Pavement Markings	1597.89	SF	\$3.00	\$4,794
Signs	114	EA	\$200.00	\$22,827
			subtotal	\$1,094,466
Contingency for Grading			15.00%	\$164,170

TOTAL



AB1600 Annual Report and Five-Year Report for Development Impact Fees

City of Turlock



For the Fiscal Year Ending June 30, 2024

Prepared by:



Harris & Associates.

1400 Willow Pass Road, Suite 500 | Concord, CA | 94520

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Executive Summary

Development Impact Fees (DIFs) are fees imposed by a local government on new or proposed development projects to ensure public services and infrastructure will be sufficient to serve those new development projects. California state law requires local agencies, on an annual basis, to prepare a report on the status of their DIF program in accordance with California Assembly Bill 1600 (AB1600). This report will serve as the City of Turlock's AB1600 report for the Fiscal Year (FY) starting July 1, 2023, and ending June 30, 2024 (FY 23-24).

The City of Turlock (City) has five (5) fee programs that are for specific or master plan areas: The Westside Industrial Specific Plan (WISP) Fee Program, Northwest Turlock Specific Plan (NWTSP) Fee Program, Northeast Turlock Master Plan (NETMP) Fee Program, North Turlock Master Plan (NTMP) Fee Program, and East Tuolumne Master Plan (ETMP) Fee Program. The Master Storm (Storm) Fee Program, Sewer Trunk Capacity (Sewer) Fee Program, and Capital Facilities Fee (CFF) Program are citywide fee programs. The fees are escalated quarterly using the Engineering News Record (ENR) 20-Cities Construction Cost Index (CCI).

Each fee program was established or updated through a Development Impact Fee Nexus Study. The most recent Nexus Studies for each of the fee programs are described below:

- Westside Industrial Specific Plan (WISP) Area DIF Nexus Study – 2013
- Northwest Turlock Specific Plan (NWTSP) Fee Program DIF Nexus Study - 2013
- Northeast Turlock Master Plan (NETMP) Fee Program - 2004
- North Turlock Master Plan (NTMP) Fee Program - 2001
- East Tuolumne Master Plan (ETMP) Fee Program - 2019
- The Master Storm (Storm) Fee Program - 2015
- Sewer Trunk Capacity (Sewer) Fee Program - 2015
- Capital Facilities Fee (CFF) Program - 2013

The City currently collects the DIFs in the individual fee programs listed in the table below. Individual fee funds are described in further detail in Section 2 of this report. Fees are charged according to the structure of the individual fee program. Fees for residential land uses are generally collected on a per Dwelling Unit (DU) basis, and fees collected on all non-residential land uses are collected on a per Building Square Foot (SF) or per Gross Developable Acre (AC) basis.



Fee Name	Fund Number
Westside Industrial Specific Plan (WISP) Fee Program	
Sanitary Sewer Fee	308-456
Water Fee	308-458
Administration Fee	308-460
Northwest Turlock Specific Plan (NWTSP) Fee Program	
Sanitary Sewer Fee	230-456
Water Fee	230-458
Administration Fee	230-460
Northeast Turlock Master Plan (NETMP) Fee Program	
Sanitary Sewer Fee	307-456
Storm Drain Fee	307-457
Transportation Fee	307-455
Water Fee	307-458
Administration Fee	307-460
North Turlock Master Plan (NTMP) Fee Program	
Sanitary Sewer Fee	306-456
Storm Drain Fee	306-457
Transportation Fee	306-455
Administration Fee	306-460
East Tuolumne Master Plan (ETMP) Fee Program	
Transportation Fee	309-455
Sanitary Sewer Fee	309-456
Water Fee	309-458
Administration Fee	309-460
Master Storm (Storm) Fee Program	411-536
Sewer Trunk Capacity (Sewer) Fee Program	414-536
Capital Facilities Fee (CFF) Program	
Roadways Fee	305-440
Police Fee	305-441
General Government Fee	305-442
Fire Fee	305-443
Administration Fee	305-460



Section 1 – Requirements of the Mitigation Fee Act (AB1600)

Assembly Bill 1600 (AB1600), commonly known as the Mitigation Fee Act, was enacted by the State of California in 1987 and created Section 66000 et. seq. of the Government Code. AB1600 requires the City to report fee information annually and every fifth year. Within 180 days after the last day of each fiscal year, the City must make available the following information from the prior fiscal year:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund
4. Amount of fees collected and the interest earned during the previous year
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete
7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan
8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

On October 11, 2023, California Governor Gavin Newsom signed into law AB 516 which amended certain portions of the Mitigation Fee Act related to the annual and five-year reporting requirements. Under AB 516, Requirements 6 and 8 have been expanded to include:

- 6a. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted
- 6b. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable
- 8a. For any refunds made, the number of persons or entities identified to receive those refunds



For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted:

1. Identification of the purpose to which the fees are to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identification of all sources and amounts of funding anticipated to complete financing for incomplete improvements identified as part of the City's annual report
4. Identification of the approximate dates on which the funding referred to in Requirement 3 is expected to be deposited into the appropriate account or fund

The City must make this information available for public review and must present it at the next regularly scheduled public meeting no less than 15 days after this information is made available to the public. This report is intended to satisfy the annual reporting requirements for FY 23-24 as well as the five-year report for FY 18-19 through FY 23-24.



Section 2 – Annual Report

The following section provides information necessary to meet the legal requirements for each impact fee fund. This includes a brief description of the fee, the amount of the fee, the beginning and ending balances, fee revenues collected, interest earned, and the expenditures on each project including the percentage that was funded with fees. It also includes a table summary of whether sufficient funds have been identified to complete future projects and the approximate date by which the construction of the public improvement will commence if sufficient funds have been identified. Any transfers or loans are also identified as well as any refunds from the account. Project budgets for the projects described in this report have been escalated to 2024 dollars using the ENR CCI.

Westside Industrial Specific Plan (WISP)

The WISP Area contains land that is currently zoned for commercial, office, and industrial uses. The program was established to collect DIFs to fund new development and projects for infrastructure needed to serve the WISP Area. The originally adopted WISP fees included components for storm drainage, water, sanitary sewer, recycled water, and transportation. In 2013 a Westside Industrial Specific Plan Nexus Study Update was conducted; the transportation and storm drainage components were removed, and the recycled water component was combined with the water component. The projects and existing funds for these components were moved to the matching Citywide fee programs.

The WISP Fee Program includes the following components:

- **Sanitary Sewer**
- **Water**
- **Administration**

The following sections will include the information necessary to meet the legal requirements for each individual impact fee fund included in the WISP fee program.



Fund 308-456: Sanitary Sewer Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Sanitary Sewer fee is collected to fund sewer system infrastructure including sewer lines, pump stations, and sewer lift stations in the WISP program area.



Requirement 2. Amount of the fee.

The WISP Sanitary Sewer Fee for FY 23-24 is summarized in **Table 1** below. The WISP Sanitary Sewer Fee is not charged on residential land uses.

Table 1: WISP Sanitary Sewer Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	n/a
Medium Density Residential (<i>per DU</i>)	n/a
High Density Residential (<i>per DU</i>)	n/a
Non-Residential	
Commercial (<i>per Developable Acre</i>)	\$2,912.35
Office (<i>per Developable Acre</i>)	\$2,912.35
Industrial (<i>per Developable Acre</i>)	\$8,209.01



Requirement 3. Beginning and ending balance in the account or fund.

Table 2 summarizes the beginning and ending fund balances for the WISP Sanitary Sewer Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 2 summarizes the fees collected and the interest earned for the WISP Sanitary Sewer Fee during FY 23-24.

Table 2: WISP Sanitary Sewer Fee Fund Summary	
Fund 308-456	
Sanitary Sewer Fee	
Beginning Fund Balance as of July 1, 2023	\$474,537.80
Revenues	
Fees Collected	\$103,790.46
Interest Earned ¹	\$4,700.00
Total Revenues	\$108,490.46
Expenses	
Project Expenses	\$0.00
Other Expenditures	
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$583,028.26

Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 3 summarizes the expenditures this past year on WISP Sanitary Sewer projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 3 summarizes the planned future expenditures for the WISP Sanitary Sewer Fee and the anticipated construction start date for each project.



Table 3: WISP Sanitary Sewer Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY23-24		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY23-24) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
5	15" Gravity in Clinton from W. Main 2100' to North	\$ 495,308.69	\$ 495,308.69	\$ -	\$ -	\$ 495,308.69	100.0%	n/a	n/a	n/a
13	10" Gravity in Washington from W. Main 1400' to South	\$ 254,005.97	\$ 254,005.97	\$ -	\$ -	\$ 254,005.97	100.0%	n/a	n/a	n/a
19	12" Gravity in Washington from Linwood 2800' to North	\$ 558,810.69	\$ 558,810.69	\$ -	\$ -	\$ 558,810.69	100.0%	n/a	n/a	n/a
20	12" Force Main in Washington from Linwood to W. Main	\$ 979,732.65	\$ 979,732.65	\$ -	\$ -	\$ 979,732.65	100.0%	n/a	n/a	n/a
21	12" Gravity in Future Road from Linwood 2800' to North	\$ 558,810.69	\$ 558,810.69	\$ -	\$ -	\$ 558,810.69	100.0%	n/a	n/a	n/a
22	10" Gravity in Tegner from Linwood 732' to North	\$ 181,431.67	\$ 181,431.67	\$ -	\$ -	\$ 181,431.67	100.0%	n/a	n/a	n/a
23	10" Gravity in Kilroy from Linwood 1700' to North	\$ 308,432.62	\$ 308,432.62	\$ -	\$ -	\$ 308,432.62	100.0%	n/a	n/a	n/a
24	15" Gravity in Linwood from Washington 2600' East	\$ 613,239.37	\$ 613,239.37	\$ -	\$ -	\$ 613,239.37	100.0%	n/a	n/a	n/a
P5	Proposed Pump Station at Washington and Linwood	\$ 527,573.44	\$ 527,573.44	\$ -	\$ -	\$ 527,573.44	100.0%	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 4,477,345.79	\$ 4,477,345.79	\$ -	\$ -	\$ 4,477,345.79				
GRAND TOTAL		\$ 4,477,345.79	\$ 4,477,345.79	\$ -	\$ -	\$ 4,477,345.79				

¹ The City may condition developers to construct these improvements as part of development projects.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 308-458: Water Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The WISP Water fee is collected to fund water system infrastructure, which may include water lines and water wells in the WISP program area.



Requirement 2. Amount of the fee.

The WISP Water Fee for FY 23-24 is summarized in **Table 4** below. The WISP Water Fee is not charged on residential land uses.

Table 4: WISP Water Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	n/a
Medium Density Residential (<i>per DU</i>)	n/a
High Density Residential (<i>per DU</i>)	n/a
Non-Residential	
Commercial (<i>per Developable Acre</i>)	\$1,162.57
Office (<i>per Developable Acre</i>)	\$1,162.57
Industrial (<i>per Developable Acre</i>)	\$5,113.25



Requirement 3. Beginning and ending balance in the account or fund.

Table 5 summarizes the beginning and ending fund balances for the WISP Water Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 5 summarizes the fees collected and the interest earned for the WISP Water Fee during FY 23-24.

Table 5: WISP Water Fee Fund Summary

Fund 308-458	
Water Fee	
Beginning Fund Balance as of July 1, 2023	\$647,707.28
Revenues	
Fees Collected	\$167,176.19
Interest Earned ¹	\$6,300.00
Total Revenues	\$173,476.19
Expenses	
Project Expenses	\$0.00
Other Expenditures	
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$821,183.47

Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 6 summarizes the expenditures this past year on WISP Water projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 6 summarizes the planned future expenditures for the WISP Water Fee and the anticipated construction start date for each project.



Table 6: WISP Water Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY23-24		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY23-24) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
8	12" Water Line in Canal from Washington 2600' East	\$ 318,750.00	\$ 318,750.00	\$ -	\$ -	\$ 318,750.00	100.0%	Complete	n/a	n/a
9	12" Water Line in Canal from Fransil to Diane	\$ 475,233.25	\$ 475,233.25	\$ -	\$ -	\$ 475,233.25	100.0%	n/a	n/a	n/a
10	12" Water Line in Canal from Diane to Walnut	\$ 237,616.62	\$ 237,616.62	\$ -	\$ -	\$ 237,616.62	100.0%	n/a	n/a	n/a
15	12" Water Line in Washington from W. Main to Ruble	\$ 493,512.87	\$ 493,512.87	\$ -	\$ -	\$ 493,512.87	100.0%	n/a	n/a	n/a
17	12" Water Line in Ruble from Washington to Tegner	\$ 415,067.61	\$ 415,067.61	\$ -	\$ -	\$ 415,067.61	100.0%	n/a	n/a	n/a
19	12" Water Line in Washington from Ruble to Linwood	\$ 493,512.87	\$ 493,512.87	\$ -	\$ -	\$ 493,512.87	100.0%	n/a	n/a	n/a
21	12" Water Line in Tegner from Linwood 1300' North	\$ 493,512.87	\$ 493,512.87	\$ -	\$ -	\$ 493,512.87	100.0%	n/a	n/a	n/a
22	12" Water Line in Kilroy from Linwood 1732' North	\$ 316,578.44	\$ 316,578.44	\$ -	\$ -	\$ 316,578.44	100.0%	n/a	n/a	n/a
23	12" Water Line in Linwood from Washington to Tegner	\$ 987,023.69	\$ 987,023.69	\$ -	\$ -	\$ 987,023.69	100.0%	n/a	n/a	n/a
25	12" Water Line in Linwood from Tegner to Kilroy	\$ 493,512.87	\$ 493,512.87	\$ -	\$ -	\$ 493,512.87	100.0%	n/a	n/a	n/a
26	12" Water Line in Linwood from Kilroy to Walnut	\$ 493,512.87	\$ 493,512.87	\$ -	\$ -	\$ 493,512.87	100.0%	n/a	n/a	n/a
W5	New Potable Well near Linwood and Washington	\$ 1,669,040.56	\$ 1,669,040.56	\$ -	\$ -	\$ 1,669,040.56	100.0%	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 6,886,874.51	\$ 6,886,874.51	\$ -	\$ -	\$ 6,886,874.51				
GRAND TOTAL		\$ 6,886,874.51	\$ 6,886,874.51	\$ -	\$ -	\$ 6,886,874.51				

¹The City will condition developers to construct these improvements as part of development projects.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 308-460: Administration Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The WISP Administration Fee is used to cover the cost of City Staff time and effort for administration of the Development Impact Fee programs. The WISP Administration Fee amounts to three percent (3%) of each WISP fee and covers legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis costs.

Requirement 2. Amount of the fee.

The WISP Administration Fee for FY 23-24 is summarized in **Table 7** below.

Table 7: WISP Administration Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	n/a
Medium Density Residential (<i>per DU</i>)	n/a
High Density Residential (<i>per DU</i>)	n/a
Non-Residential	
Commercial (<i>per Developable Acre</i>)	\$122.77
Office (<i>per Developable Acre</i>)	\$122.77
Industrial (<i>per Developable Acre</i>)	\$399.36



Requirement 3. Beginning and ending balance in the account or fund.

Table 8 summarizes the beginning and ending fund balances for the WISP Administration Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 8 summarizes the fees collected and the interest earned for the WISP Administration Fee during FY 23-24.

Table 8: WISP Administration Fee Fund Summary	
Fund 308-460	
Administration Fee	
Beginning Fund Balance as of July 1, 2023	(\$232,307.41)
Revenues	
Fees Collected	\$8,128.98
Interest Earned	\$0.00
Total Revenues	\$8,128.98
Expenses	
Project Expenses	\$0.00
Other Expenditures	
City Engineering Services	\$0.00
Admin - Fee Reporting	(\$631.52)
Total Expenses	(\$631.52)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	(\$224,809.95)

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the WISP fee program and are not tied to specific projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the WISP fee program and are not tied to specific projects.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



WISP Fee Program Fund Summary

Description	Sanitary Sewer	Water	Administration	In-Lieu Agreements ¹	Total
Fund No.	308-456	308-458	308-460	308-465	
Starting Balance					
As of July 1, 2023	\$474,537.80	\$647,707.28	(\$232,307.41)	\$1,309,074.56	\$2,199,012.23
REVENUES					
Fees Collected	\$103,790.46	\$167,176.19	\$8,128.98	\$0.00	\$279,095.63
Interest Earned	\$4,700.00	\$6,300.00	\$0.00	\$0.00	\$11,000.00
Total Revenues	\$108,490.46	\$173,476.19	\$8,128.98	\$0.00	\$290,095.63
EXPENSES					
Project Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenditures					
City Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Admin - Fee Reporting	\$0.00	\$0.00	(\$631.52)	\$0.00	(\$631.52)
Total Expenditures	\$0.00	\$0.00	(\$631.52)	\$0.00	(\$631.52)
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance					
As of June 30, 2024	\$583,028.26	\$821,183.47	(\$224,809.95)	\$1,309,074.56	\$2,488,476.34

Source: City of Turlock Financial Documents
¹ The WISP Fee Program previously collected revenue from an In-Lieu Agreement for improvements at Tegner Road.
² Admininstration Costs include City Engineering Services and Reporting.



Northwest Turlock Specific Plan (NWTSP)

The NWTSP Area contains land that is currently zoned for residential and commercial uses. The program was established to collect DIFs to fund new development and projects for infrastructure needed to serve the NWTSP Area. The originally adopted NWTSP fees included components for storm drainage, sanitary sewer, and transportation. In 2013 a Northwest Triangle Specific Plan Nexus Study Update was conducted; the transportation and storm drainage components were removed, and the water component of the fee was added. The projects and existing funds for the removed components were moved to the matching Citywide fee programs.

The NWTSP Fee Program includes the following components:

- **Sanitary Sewer**
- **Water**
- **Administration**

The following sections will include the information necessary to meet the legal requirements for each individual impact fee fund included in the NWTSP fee program.



Fund 230-456: Sanitary Sewer Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NWTSP Sanitary Sewer Fee is collected to fund sewer system infrastructure including sewer lines, pump stations, and sewer lift stations in the NWTSP program area.



Requirement 2. Amount of the fee.

The NWTSP Sanitary Sewer Fee for FY 23-24 is summarized in **Table 9** below. The NWTSP Sanitary Sewer Fee is not charged on office or industrial land uses.

Table 9: NWTSP Sanitary Sewer Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$34.02
Medium Density Residential (<i>per DU</i>)	\$23.67
High Density Residential (<i>per DU</i>)	\$23.67
Non-Residential	
Commercial (<i>per Developable Acre</i>)	\$109.45
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 10 summarizes the beginning and ending fund balances for the NWTSP Sanitary Sewer Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 10 summarizes the fees collected and the interest earned for the NWTSP Sanitary Sewer Fee during FY 23-24.

Table 10: NWTSP Sanitary Sewer Fee Fund Summary

Fund 230-456

Sanitary Sewer Fee

Beginning Fund Balance as of July 1, 2023	\$23,730.78
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Revenues

Fees Collected	\$162.42
Interest Earned ¹	\$2,400.00

Total Revenues	\$2,562.42
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Expenses

Project Expenses	\$0.00
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Other Expenditures

Bank Charges	\$0.00
Admin - Fee Reporting	\$0.00

Total Expenses	\$0.00
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Transfers In	\$0.00
---------------------	---------------

Transfers Out	\$0.00
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Ending Balance as of June 30, 2024	\$26,293.20
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Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 11 summarizes the expenditures this past year on NWTSP Sanitary Sewer projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 11 summarizes the planned future expenditures for the NWTSP Sanitary Sewer Fee and the anticipated construction start date for each project.



Table 11: NWTSP Sanitary Sewer Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY23-24) ¹	Reason for Revised Start Date (if applicable) ¹
1	10" Sewer Line in Golden State Blvd from Tuolumne 1800' North	\$ 326,577.21	\$ 326,577.21	\$ -	\$ -	\$ 326,577.21	100.0%	n/a	n/a	n/a
2	12" Sewer Line in Golden State Blvd from Tuolumne 1800' South	\$ 299,362.36	\$ 299,362.36	\$ -	\$ -	\$ 299,362.36	100.0%	n/a	n/a	n/a
TO TAL PROJECT EXPENSES		\$ 625,939.57	\$ 625,939.57	\$ -	\$ -	\$ 625,939.57				
	Bank Charges				\$ 38.69					
CP 20-013	Transfer Out - to Fund 412 & Fund 421				\$ 202,290.00					
GRAND TOTAL		\$ 625,939.57	\$ 625,939.57	\$ -	\$ 202,328.69	\$ 625,939.57				

¹ The City may condition developers to construct these improvements as part of development projects.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 230-458: Water Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NWTSP Water Fee is collected to fund water system infrastructure, which may include water lines and water wells in the NWTSP program area.



Requirement 2. Amount of the fee.

The NWTSP Water Fee for FY 23-24 is summarized in **Table 12** below. The NWTSP Water Fee is not charged on office or industrial land uses.

Table 12: NWTSP Water Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$1,511.64
Medium Density Residential (<i>per DU</i>)	\$686.30
High Density Residential (<i>per DU</i>)	\$992.48
Non-Residential	
Commercial (<i>per Developable Acre</i>)	\$3,613.44
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 13 summarizes the beginning and ending fund balances for the NWTSP Water Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 13 summarizes the fees collected and the interest earned for the NWTSP Water Fee during FY 23-24.

Table 13: NWTSP Water Fee Fund Summary	
Fund 230-458	
Water Fee	
Beginning Fund Balance as of July 1, 2023	\$296,285.04
Revenues	
Fees Collected	\$5,361.98
Interest Earned ¹	\$3,500.00
Total Revenues	\$8,861.98
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$305,147.02

Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 14 summarizes the expenditures this past year on NWTSP Water projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 14 summarizes the planned future expenditures for the NWTSP Water Fee and the anticipated construction start date for each project.



Table 14: NWTSP Water Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY23-24 Actual	Future Expenditures	% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY23-24) ¹	Reason for Revised Start Date (if applicable) ¹
					Expenditures					
2	12" Water Line in Taylor Rd from Golden State to Tegner	\$ 255,490.16	\$ 255,490.16	\$ -	\$ -	\$ 255,490.16	100.0%	n/a	n/a	n/a
3	Bore 24" Casing under TID at Tegner	\$ 54,834.76	\$ 54,834.76	\$ -	\$ -	\$ 54,834.76	100.0%	n/a	n/a	n/a
5	Bore 24" Casing / Install 12" Line under SR99 at Tuolumne	\$ 434,658.64	\$ 434,658.64	\$ -	\$ -	\$ 434,658.64	100.0%	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 744,983.57	\$ 744,983.57	\$ -	\$ -	\$ 744,983.57				
CP 20-013	Transfer Out - to Fund 412 & Fund 421					\$ 49,040.00				
GRAND TOTAL		\$ 744,983.57	\$ 744,983.57	\$ -	\$ 49,040.00	\$ 744,983.57				

¹ The City may condition developers to construct these improvements as part of development projects.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 230-460: Administration Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NWTSP Administration Fee is used to cover the cost of City Staff time and effort for administration of the Development Impact Fee programs. The NWTSP Administration Fee amounts to three percent (3%) of each NWTSP fee and covers legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis costs.

Requirement 2. Amount of the fee.

The NWTSP Administration Fee for FY 23-24 is summarized in **Table 15** below.

Table 15: NWTSP Administration Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$45.85
Medium Density Residential (<i>per DU</i>)	\$20.71
High Density Residential (<i>per DU</i>)	\$31.05
Non-Residential	
Commercial (<i>per Developable Acre</i>)	\$112.33
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 16 summarizes the beginning and ending fund balances for the NWTSP Administration Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 16 summarizes the fees collected and the interest earned for the NWTSP Administration Fee during FY 23-24.

Table 16: NWTSP Administration Fee Fund Summary

Fund 230-460

Administration Fee

Beginning Fund Balance as of July 1, 2023	\$5,720.18
Revenues	
Fees Collected	\$165.73
Interest Earned	\$0.00
Total Revenues	\$165.73
Expenses	
Project Expenses	\$0.00
Other Expenditures	
City Engineering Services	\$0.00
Admin - Fee Reporting	(\$630.28)
Total Expenses	(\$630.28)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$5,255.63

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the NWTSP fee program and are not tied to specific projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the NWTSP fee program and are not tied to specific projects.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 23-24.



NWTSP Fee Program Fund Summary

Description	Sanitary Sewer	Water	Administration	Total
Fund No.	230-456	230-458	230-460	
Starting Balance				
As of July 1, 2023	\$23,730.78	\$296,285.04	\$5,720.18	\$325,736.00
REVENUES				
Fees Collected	\$162.42	\$5,361.98	\$165.73	\$5,690.13
Interest Earned	\$2,400.00	\$3,500.00	\$0.00	\$5,900.00
Total Revenues	\$2,562.42	\$8,861.98	\$165.73	\$11,590.13
EXPENSES				
Project Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenditures				
Bank Charges	\$0.00	\$0.00	\$0.00	\$0.00
Admin - Fee Reporting ¹	\$0.00	\$0.00	(\$630.28)	(\$630.28)
Total Expenditures	\$0.00	\$0.00	(\$630.28)	(\$630.28)
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance				
As of June 30, 2024	\$26,293.20	\$305,147.02	\$5,255.63	\$336,695.85

Source: City of Turlock Financial Documents

¹ Administration Costs include Fee Reporting.



Northeast Turlock Master Plan (NETMP)

The NETMP Area contains currently zoned for residential uses. The program was established to collect DIFs to fund new development and projects for infrastructure needed to serve the NETMP Area. The NETMP fees were originally adopted in 2004, and the majority of the programmed projects and improvements have since been completed. The City updated the list of remaining improvements in 2018 and escalated the remaining costs to 2022 dollars using the ENR CCI index. A single fee is charged for this fee area that covers the components of the program fees; this fee has not been escalated since 2020.

The NETMP Fee Program includes the following components:

- **Sanitary Sewer**
- **Storm Drainage**
- **Transportation**
- **Water**
- **Administration**

The following sections will include the information necessary to meet the legal requirements for each individual impact fee fund included in the NETMP fee program.



Fund 307-456: Sanitary Sewer Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NETMP Sanitary Sewer Fee is collected to fund sewer system infrastructure including sewer lines, pump stations, and sewer lift stations in the NETMP program area. All sewer facilities planned for the NETMP area have been completed.



Requirement 2. Amount of the fee.

The NETMP Sanitary Sewer Fee for FY 23-24 is summarized in **Table 17** below. The fee shown below is the total NETMP fee, which is not broken out by component. A single fee is charged for this fee area that covers the components of the program fees; this fee has not been escalated since 2020. The NETMP fee is not charged on non-residential land uses.

Table 17: NETMP Sanitary Sewer Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$3,000.00
Medium Density Residential (<i>per DU</i>)	\$3,000.00
High Density Residential (<i>per DU</i>)	\$3,000.00
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 18 summarizes the beginning and ending fund balances for the NETMP Sanitary Sewer Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 18 summarizes the fees collected and the interest earned for the NETMP Sanitary Sewer Fee during FY 23-24.

Table 18: NETMP Sanitary Sewer Fee Fund Summary

Fund 307-456

Sanitary Sewer Fee

Beginning Fund Balance as of July 1, 2023	\$191,804.67
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Revenues

Fees Collected	\$0.00
Interest Earned ¹	\$2,000.00

Total Revenues	\$2,000.00
-----------------------	-------------------

Expenses

Project Expenses	\$0.00
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Other Expenditures

Bank Charges	\$0.00
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00

Total Expenses	\$0.00
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Transfers In	\$0.00
---------------------	---------------

Transfers Out	\$0.00
----------------------	---------------

Ending Balance as of June 30, 2024	\$193,804.67
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Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenditures on NETMP Sanitary Sewer projects for FY 23-24.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

The City does not currently have any planned NETMP Sanitary Sewer projects. The City is not currently collecting the NETMP Sanitary Sewer fee as these improvements have been completed. Any remaining funds in this account will be transferred to other project funds in the future.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 307-457: Storm Drain Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NETMP Storm Drain Fee is collected to fund new construction of storm drain lines to serve the NETMP program area.



Requirement 2. Amount of the fee.

The NETMP Storm Drain Fee for FY 23-24 is summarized in **Table 19** below. The fee shown below is the total NETMP fee, which is not broken out by component. A single fee is charged for this fee area that covers the components of the program fees; this fee has not been escalated since 2020. The NETMP fee is not charged on non-residential land uses.

Table 19: NETMP Storm Drain Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$3,000.00
Medium Density Residential (<i>per DU</i>)	\$3,000.00
High Density Residential (<i>per DU</i>)	\$3,000.00
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 20 summarizes the beginning and ending fund balances for the NETMP Storm Drain Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 20 summarizes the fees collected and the interest earned for the NETMP Storm Drain Fee during FY 23-24.

Table 20: NETMP Storm Drain Fee Fund Summary	
Fund 307-457	
Storm Drainage Fee	
Beginning Fund Balance as of July 1, 2023	\$1,292,482.86
Revenues	
Fees Collected	\$0.00
Interest Earned ¹	\$13,800.00
Market Value Adjustment	\$0.00
Total Revenues	\$13,800.00
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$1,306,282.86

Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 21 summarizes the expenditures this past year on NETMP Storm Drain projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 21 summarizes the planned future expenditures for the NETMP Storm Drain Fee and the anticipated construction start date for each project.



Table 21: NETMP Storm Drain Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY23-24		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY23-24) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
4	Line in 1st Road South of Christoffersen off Berkeley Road	\$ 47,476.00	\$ 47,476.00	\$ 47,476.00	\$ -	\$ -	100.0%	Complete	n/a	n/a
TO TAL PROJECT EXPENSES		\$ 47,476.00	\$ 47,476.00	\$ 47,476.00	\$ -	\$ -				
GRAND TO TAL		\$ 47,476.00	\$ 47,476.00	\$ 47,476.00	\$ -	\$ -				

1) This project was included on the Legends North 3 Subdivision Improvement Agreement. The City shall make quarterly reimbursement payments as fees are paid in the Northeast Master Plan fee



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 307-455: Transportation Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NETMP Transportation Fee is collected to fund new construction and improvements of existing street improvements, traffic signals, bikeways, and pedestrian paths in the NETMP program area.



Requirement 2. Amount of the fee.

The NETMP Transportation Fee for FY 23-24 is summarized in **Table 22** below. The fee shown below is the total NETMP fee, which is not broken out by component. A single fee is charged for this fee area that covers the components of the program fees; this fee has not been escalated since 2020. The NETMP fee is not charged on non-residential land uses.

Table 22: NETMP Transportation Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$3,000.00
Medium Density Residential (<i>per DU</i>)	\$3,000.00
High Density Residential (<i>per DU</i>)	\$3,000.00
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 23 summarizes the beginning and ending fund balances for the NETMP Transportation Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 23 summarizes the fees collected and the interest earned for the NETMP Transportation Fee during FY 23-24.

Table 23: NETMP Transportation Fee Fund Summary

Fund 307-455

Transportation Fee

Beginning Fund Balance as of July 1, 2023 **\$1,560,231.24**

Revenues

Fees Collected \$107,140.06

Interest Earned¹ \$16,100.00

Market Value Adjustment \$0.00

Total Revenues **\$123,240.06**

Expenses

Project Expenses \$0.00

Other Expenditures

Bank Charges \$0.00

City Engineering Services \$0.00

Admin - Fee Reporting \$0.00

Total Expenses **\$0.00**

Transfers In **\$0.00**

Transfers Out **\$0.00**

Ending Balance as of June 30, 2024 **\$1,683,471.30**

Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 24 summarizes the expenditures this past year on NETMP Transportation projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 24 summarizes the planned future expenditures for the NETMP Transportation Fee and the anticipated construction start date for each project.



Table 24: NETMP Transportation Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY23-24		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY23-24) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
1	Signal at Taylor Road/Berkeley Avenue	\$ 856,628.72	\$ 856,628.72	\$ -	\$ -	\$ 856,628.72	100.0%	n/a	n/a	n/a
7	Christoffersen Parkway - North Olive Ave to Berkeley Ave	\$ 58,975.41	\$ 58,975.41	\$ -	\$ -	\$ 58,975.41	100.0%	Complete	n/a	n/a
7A	Christoffersen Parkway - North Olive Ave to Berkeley Ave Sound Wall ²	\$ 119,625.00	\$ 119,625.00	\$ 119,625.00	\$ -	\$ -	100.0%	Complete	n/a	n/a
14	Colorado Ave - North of Monte Vista Ave to Project Line	\$ 91,483.41	\$ 91,483.41	\$ -	\$ -	\$ 91,483.41	100.0%	n/a	n/a	n/a
15	Berkeley Ave Landscape Setback Area	\$ 29,716.36	\$ 29,716.36	\$ -	\$ -	\$ 29,716.36	100.0%	n/a	n/a	n/a
18	Interior Pedestrian Connection Paths	\$ 22,143.54	\$ 22,143.54	\$ -	\$ -	\$ 22,143.54	100.0%	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 1,178,572.44	\$ 1,178,572.44	\$ 119,625.00	\$ -	\$ 1,058,947.44				
Bank Charges					\$ 469.38					
GRAND TOTAL		\$ 1,178,572.44	\$ 1,178,572.44	\$ 119,625.00	\$ 469.38	\$ 1,058,947.44				

¹ The City may condition developers to construct these improvements as part of development projects.

² This project was completed by Modesto Roselle LLC as part of the McCoon Subdivision improvements. Credits for this project were given to Modesto Roselle under the McCoon Subdivision Improvement Agreement.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 307-458: Water Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NETMP Water Fee is collected to fund water system infrastructure, which may include water lines and water wells in the NETMP program area.



Requirement 2. Amount of the fee.

The NETMP Water Fee for FY 23-24 is summarized in **Table 25** below. The fee shown below is the total NETMP fee, which is not broken out by component. A single fee is charged for this fee area that covers the components of the program fees; this fee has not been escalated since 2020. The NETMP fee is not charged on non-residential land uses.

Table 25: NETMP Water Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$3,000.00
Medium Density Residential (<i>per DU</i>)	\$3,000.00
High Density Residential (<i>per DU</i>)	\$3,000.00
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 26 summarizes the beginning and ending fund balances for the NETMP Water Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 26 summarizes the fees collected and the interest earned for the NETMP Water Fee during FY 23-24.

Table 26: NETMP Water Fee Fund Summary

Fund 307-458	
Water Fee	
Beginning Fund Balance as of July 1, 2023	\$546,480.81
Revenues	
Fees Collected	\$0.00
Interest Earned ¹	\$5,800.00
Market Value Adjustment	\$0.00
Total Revenues	\$5,800.00
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$552,280.81

Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 27 summarizes the expenditures this past year on NETMP Water projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 27 summarizes the planned future expenditures for the NETMP Water Fee and the anticipated construction start date for each project.



Table 27: NETMP Water Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY23-24		Future Expenditures	% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY23-24) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures						
5	East/West Line in 2nd Road South of Christoffersen Parkway, Colorado to Greenbelt Purple Pipe	\$ 59,026.73	\$ 59,026.73	\$ 59,026.73	\$ -		\$ -	100.0%	Complete	n/a	n/a
10	Purple Pipe	\$ 98,316.74	\$ 98,316.74	\$ 98,316.74	\$ -		\$ -	100.0%	Complete	n/a	n/a
TO TAL PRO JEC T EXPENSES		\$ 157,343.47	\$ 157,343.47	\$ 157,343.47	\$ -		\$ -				
GRAND TO TAL		\$ 157,343.47	\$ 157,343.47	\$ 157,343.47	\$ -		\$ -				

¹ These projects were included on the Legends North 3 Subdivision Improvement Agreement. The City shall make quarterly reimbursement payments as fees are paid in the Northeast Master Plan fee program.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 307-460: Administration Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NETMP Administration Fee is used to cover the cost of City Staff time and effort for administration of the Development Impact Fee programs. The NETMP Administration Fee amounts to three percent (3%) of each NETMP fee and covers legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis costs.

Requirement 2. Amount of the fee.

The NETMP Administration Fee for FY 23-24 is summarized in **Table 28** below. The fee shown below is the total NETMP fee, which is not broken out by component. A single fee is charged for this fee area that covers the components of the program fees; this fee has not been escalated since 2020. The NETMP fee is not charged on non-residential land uses.

Table 28: NETMP Administration Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$3,000.00
Medium Density Residential (<i>per DU</i>)	\$3,000.00
High Density Residential (<i>per DU</i>)	\$3,000.00
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 29 summarizes the beginning and ending fund balances for the NETMP Administration Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 29 summarizes the fees collected and the interest earned for the NETMP Administration Fee during FY 23-24.

Table 29: Administration Fee Fund Summary	
Fund 307-460	
Administration Fee	
Beginning Fund Balance as of July 1, 2023	\$54,194.72
Revenues	
Fees Collected	\$0.00
Interest Earned	\$0.00
Market Value Adjustment	\$0.00
Total Revenues	\$0.00
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
City Engineering Services	(\$812.44)
Admin - Fee Reporting	(\$630.28)
Total Expenses	(\$1,442.72)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$52,752.00

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the NETMP fee program and are not tied to specific projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the NETMP fee program and are not tied to specific projects.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 23-24.



NETMP Fee Program Fund Summary

Description	Sanitary Sewer	Storm Drainage	Transportation	Water	Administration	Total
Fund No.	307-456	307-457	307-455	307-458	307-460	
Starting Balance						
As of July 1, 2023	\$191,804.67	\$1,292,482.86	\$1,560,231.24	\$546,480.81	\$54,194.72	\$3,645,194.30
REVENUES						
Fees Collected	\$0.00	\$0.00	\$107,140.06	\$0.00	\$0.00	\$107,140.06
Interest Earned	\$2,000.00	\$13,800.00	\$16,100.00	\$5,800.00	\$0.00	\$37,700.00
Market Value Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenues	\$2,000.00	\$13,800.00	\$123,240.06	\$5,800.00	\$0.00	\$144,840.06
EXPENSES						
Project Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenditures						
Bank Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City Engineering Services ¹	\$0.00	\$0.00	\$0.00	\$0.00	(\$812.44)	(\$812.44)
Admin - Fee Reporting ¹	\$0.00	\$0.00	\$0.00	\$0.00	(\$630.28)	(\$630.28)
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,442.72)	(\$1,442.72)
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance						
As of June 30, 2024	\$193,804.67	\$1,306,282.86	\$1,683,471.30	\$552,280.81	\$52,752.00	\$3,788,591.64

Source: City of Turlock Financial Documents

¹ Admininstration Costs include City Engineering Services and Reporting.



North Turlock Master Plan (NTMP)

The NTMP Area contains land that is currently zoned for residential, office, and school uses. The program was established to collect DIFs to fund new development and projects for infrastructure needed to serve the NTMP Area. The NTMP fees were originally adopted in 2001, and the majority of the programmed projects and improvements have since been completed. The City updated the list of remaining improvements in 2018 and escalated the remaining costs to 2022 dollars using the ENR CCI index.

The NTMP Fee Program includes the following components:

- **Sanitary Sewer**
- **Water**
- **Administration**

The following sections will include the information necessary to meet the legal requirements for each individual impact fee fund included in the NTMP fee program.



Fund 306-456: Sanitary Sewer Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NTMP Sanitary Sewer Fee is collected to fund sewer system infrastructure including sewer lines, pump stations, and sewer lift stations in the NTMP program area.

Requirement 2. Amount of the fee.

The NTMP Sanitary Sewer Fee for FY 23-24 is summarized in **Table 30** below. The NTMP Sanitary Sewer Fee is not charged on commercial or industrial land uses.

Table 30: NTMP Sanitary Sewer Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$2,962.55
Medium Density Residential (<i>per DU</i>)	\$2,962.55
High Density Residential (<i>per DU</i>)	\$2,962.55
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	\$16,887.24
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 31 summarizes the beginning and ending fund balances for the NTMP Sanitary Sewer Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 31 summarizes the fees collected and the interest earned for the NTMP Sanitary Sewer Fee during FY 23-24.

Table 31: NTMP Sanitary Sewer Fee Fund Summary	
Fund 306-456	
Sanitary Sewer Fee	
Beginning Fund Balance as of July 1, 2023	\$870,433.47
Revenues	
Fees Collected	\$0.00
Interest Earned ¹	\$9,000.00
Total Revenues	\$9,000.00
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$879,433.47

Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 32 summarizes the expenditures this past year on NTMP Sanitary Sewer projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 32 summarizes the planned future expenditures for the NTMP Sanitary Sewer Fee and the anticipated construction start date for each project.



Table 32: NTMP Sanitary Sewer Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY23-24		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY23-24) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
4	Mt. View Systems - Payback for Pitman HS Pump Station	\$ 121,514.76	\$ 121,514.76	\$ -	\$ -	\$ 121,514.76	100.0%	Complete	n/a	n/a
6	Kilroy/Walnut Systems - Payback for Pitman HS Pump Station	\$ 129,615.60	\$ 129,615.60	\$ -	\$ -	\$ 129,615.60	100.0%	Complete	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 251,130.36	\$ 251,130.36	\$ -	\$ -	\$ 251,130.36				
GRAND TOTAL		\$ 251,130.36	\$ 251,130.36	\$ -	\$ -	\$ 251,130.36				

¹ These projects are complete. The NTMP area is mostly developed, so the City has no additional planned projects at this time.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 306-457: Storm Drain Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NTMP Storm Drain Fee collected to fund new construction of storm drain lines to serve the NTMP program area.



Requirement 2. Amount of the fee.

The NTMP Storm Drain Fee for FY 23-24 is summarized in **Table 33** below. The NTMP Storm Drain Fee is not charged on commercial or industrial land uses.

Table 33: NTMP Storm Drain Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$3,822.06
Medium Density Residential (<i>per DU</i>)	\$2,407.10
High Density Residential (<i>per DU</i>)	\$1,796.36
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	\$39,433.62
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 34 summarizes the beginning and ending fund balances for the NTMP Storm Drain Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 34 summarizes the fees collected and the interest earned for the NTMP Storm Drain Fee during FY 23-24.

Table 34: NTMP Storm Drain Fee Fund Summary	
Fund 306-457	
Storm Drainage Fee	
Beginning Fund Balance as of July 1, 2023	\$466,676.34
Revenues	
Fees Collected	\$0.00
Interest Earned ¹	\$4,900.00
Total Revenues	\$4,900.00
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$471,576.34

Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 35 summarizes the expenditures this past year on NTMP Storm Drain projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 35 summarizes the planned future expenditures for the NTMP Storm Drain Fee and the anticipated construction start date for each project.



Table 35: NTMP Storm Drain Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY23-24) ¹	Reason for Revised Start Date (if applicable) ¹
10	2nd Street N/O Christoffersen Off Mid Storm Line ²	\$ 93,472.18	\$ 93,472.18	\$ 46,548.20	\$ -	\$ 46,923.98	100.0%	Complete	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 93,472.18	\$ 93,472.18	\$ 46,548.20	\$ -	\$ 46,923.98				
GRAND TOTAL		\$ 93,472.18	\$ 93,472.18	\$ 46,548.20	\$ -	\$ 46,923.98				

¹ These projects are complete. The NTMP area is mostly developed, so the City has no additional planned projects at this time.

² Credits for this project were given to Florshiem under the Rose Walk 1 Subdivision Improvement Agreement.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 306-455: Transportation Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NTMP Transportation Fee is collected to fund new construction and improvements of existing street improvements, traffic signals, bikeways, and pedestrian paths in the NTMP program area.



Requirement 2. Amount of the fee.

The NTMP Transportation Fee for FY 23-24 is summarized in **Table 36** below. The NTMP Transportation Fee is not charged on commercial or industrial land uses.

Table 36: NTMP Transportation Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$9,481.48
Medium Density Residential (<i>per DU</i>)	\$9,481.48
High Density Residential (<i>per DU</i>)	\$9,481.48
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	\$200,046.40
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 37 summarizes the beginning and ending fund balances for the NTMP Transportation Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 37 summarizes the fees collected and the interest earned for the NTMP Transportation Fee during FY 23-24.

Table 37: NTMP Transportation Fee Fund Summary	
Fund 306-455	
Transportation Fee	
Beginning Fund Balance as of July 1, 2023	\$919,936.35
Revenues	
Fees Collected	\$0.00
Interest Earned ¹	\$9,500.00
Total Revenues	\$9,500.00
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$929,436.35

Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenditures on NTMP Transportation projects for FY 23-24.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

The City does not currently have any planned NTMP Transportation projects. The City is working on an updated CIP that will include additional planned projects for each DIF that is collected.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 306-460: Administration Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The NTMP Administration Fee is used to cover the cost of City Staff time and effort for administration of the Development Impact Fee programs. The NTMP Administration Fee amounts to three percent (3%) of each NTMP fee and covers legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis costs.

Requirement 2. Amount of the fee.

The NTMP Administration Fee for FY 23-24 is summarized in **Table 38** below.

Table 38: NTMP Administration Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$487.98
Medium Density Residential (<i>per DU</i>)	\$445.52
High Density Residential (<i>per DU</i>)	\$427.21
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	\$7,691.02
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 39 summarizes the beginning and ending fund balances for the NTMP Administration Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 39 summarizes the fees collected and the interest earned for the NTMP Administration Fee during FY 23-24.

Table 39: Administration Fee Fund Summary	
Fund 307-460	
Administration Fee	
Beginning Fund Balance as of July 1, 2023	(\$5,046.98)
Revenues	
Fees Collected	\$0.00
Interest Earned	\$0.00
Total Revenues	\$0.00
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	(\$5,046.98)

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the NTMP fee program and are not tied to specific projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the NTMP fee program and are not tied to specific projects.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 23-24.



NTMP Fee Program Fund Summary

Description	Sanitary Sewer	Storm Drainage	Transportation	Administration	Total
Fund No.	306-456	306-457	306-455	306-460	
Starting Balance					
As of July 1, 2023	\$870,433.47	\$466,676.34	\$919,936.35	(\$5,046.98)	\$2,251,999.18
REVENUES					
Fees Collected	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Earned	\$9,000.00	\$4,900.00	\$9,500.00	\$0.00	\$23,400.00
Total Revenues	\$9,000.00	\$4,900.00	\$9,500.00	\$0.00	\$23,400.00
EXPENSES					
Project Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenditures					
Bank Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance					
As of June 30, 2024	\$879,433.47	\$471,576.34	\$929,436.35	(\$5,046.98)	\$2,275,399.18

Source: City of Turlock Financial Documents



East Tuolumne Master Plan (ETMP)

The ETMP Area contains land that is currently zoned for residential uses. The program was established in 2006 with the ETMP Development Fee Nexus Study prepared by Economic & Planning Systems, Inc. (EPS) and originally included components for transportation, sanitary sewer, storm drainage, and water. The study has been updated twice: in 2015 and again in 2019. Between the 2015 and 2019 updates, the storm drainage component of the program was removed as the City and developers decided that the storm drainage facilities will be funded on a project-specific basis instead of with DIF collected through the ETMP program.

The City has entered into two Subdivision Improvement Agreements (SIA) with Fairbanks Ranch 1, LLC in December 2019 and KB Home North Bay, LLC in February 2021. Both developers agreed to build capital improvements in the ETMP program area. Fairbanks Ranch 1, LLC is building capital improvements for the Fairbanks Ranch Subdivision, and KB Home North Bay, LLC is building improvements for the Les Chateaux Subdivision. Costs shown in the following sections related to the respective SIA have been escalated or held constant in accordance with the terms of the individual SIA.

The ETMP Fee Program includes the following components:

- **Transportation**
- **Sanitary Sewer**
- **Water**
- **Administration**

The following sections will include the information necessary to meet the legal requirements for each individual impact fee fund included in the ETMP fee program.



Fund 309-455: Transportation Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The ETMP Transportation Fee is collected to fund new construction and improvements of existing street improvements, traffic signals, bikeways, and pedestrian paths in the ETMP program area.



Requirement 2. Amount of the fee.

The ETMP Transportation Fee for FY 23-24 is summarized in **Table 40** below. The ETMP Transportation Fee is not charged on non-residential land uses.

Table 40: ETMP Transportation Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$13,796.90
Medium Density Residential (<i>per DU</i>)	\$13,796.90
High Density Residential (<i>per DU</i>)	\$9,637.45
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 41 summarizes the beginning and ending fund balances for the ETMP Transportation Fee for FY 23-24. The City does not currently collect this fee yet and therefore no funds have been deposited in this account.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 41 summarizes the fees collected and the interest earned for the ETMP Transportation Fee during FY 23-24.

Table 41: ETMP Transportation Fee Fund Summary	
Fund 309-455	
Transportation Fee	
Beginning Fund Balance as of July 1, 2023	\$0.00
Revenues	
Fees Collected	\$0.00
Interest Earned	\$0.00
Total Revenues	\$0.00
Expenses	
Project Expenses	\$0.00
Other Expenditures	
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$0.00

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 42 summarizes the expenditures this past year on ETMP Transportation projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 42 summarizes the planned future expenditures for the ETMP Transportation Fee and the anticipated construction start date for each project.



Table 42: ETMP Transportation Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY23-24		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY23-24) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
2	Tuolumne Road Improvements from West Master Plan Line to Waring ²	\$ 693,556.18	\$ 693,556.18	\$ -	\$ -	\$ 693,556.18	100.0%	Complete	n/a	n/a
3	Waring Road Improvements from Tuolumne Rd to Monte Vista ^{2,3}	\$ 731,476.06	\$ 731,476.06	\$ -	\$ -	\$ 731,476.06	100.0%	Complete	n/a	n/a
5	TID Irrigation Improvements on Tuolumne from WMP Line to Waring ³	\$ 443,040.00	\$ 443,040.00	\$ -	\$ -	\$ 443,040.00	100.0%	Complete	n/a	n/a
6	TID Irrigation Improvements on Waring North of Tuolumne ³	\$ 317,844.00	\$ 317,844.00	\$ -	\$ -	\$ 317,844.00	100.0%	Complete	n/a	n/a
1	Quincy Road Improvements from Tuolumne to Monte Vista	\$ 304,526.21	\$ 304,526.21	\$ -	\$ -	\$ 304,526.21	100.0%	n/a	n/a	n/a
4	Waring Road Improvements from Tuolumne Rd to Wyndfair #3	\$ 331,684.83	\$ 331,684.83	\$ -	\$ -	\$ 331,684.83	100.0%	n/a	n/a	n/a
7	TID Electrical Undergrounding on Tuolumne Rd from WMP Line to Waring	\$ 227,627.53	\$ 227,627.53	\$ -	\$ -	\$ 227,627.53	100.0%	n/a	n/a	n/a
8	TID Electrical Undergrounding on Waring North of Tuolumne	\$ 166,492.46	\$ 166,492.46	\$ -	\$ -	\$ 166,492.46	100.0%	n/a	n/a	n/a
9	TID Electrical Undergrounding on Waring South of Tuolumne	\$ 172,996.10	\$ 172,996.10	\$ -	\$ -	\$ 172,996.10	100.0%	n/a	n/a	n/a
TO TAL PRO JEC T EXPENSES		\$ 3,389,243.36	\$ 3,389,243.36	\$ -	\$ -	\$ 3,389,243.36				
GRAND TO TAL		\$ 3,389,243.36	\$ 3,389,243.36	\$ -	\$ -	\$ 3,389,243.36				

¹ The City may condition developers to construct these improvements as part of development projects.

² The City provided credits to KB Homes, LLC for inclusion of this improvement in the Les Chateaux Subdivision Improvement Agreement. The City will reimburse the developer for the construction of this improvement.

³ The City provided credits to Fairbanks Ranch, LLC for inclusion of this improvement in the Fairbanks Ranch Subdivision Improvement Agreement. The City will reimburse the developer for the construction of this improvement.

⁴ KB Homes, LLC and Fairbanks Ranch, LLC have already received building permit credits for ETMP Transportation, Water, and Sewer. The developers will be reimbursed an amount that reflects the credits that have already been issued by the City.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 309-456: Sanitary Sewer Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The ETMP Sanitary Sewer Fee is collected to fund sewer system infrastructure including sewer lines, pump stations, and sewer lift stations in the ETMP program area.



Requirement 2. Amount of the fee.

The ETMP Sanitary Sewer Fee for FY 23-24 is summarized in **Table 43** below. The ETMP Sanitary Sewer Fee is not charged on non-residential land uses.

Table 43: ETMP Sanitary Sewer Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$4,221.59
Medium Density Residential (<i>per DU</i>)	\$4,221.59
High Density Residential (<i>per DU</i>)	\$2,801.14
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 44 summarizes the beginning and ending fund balances for the ETMP Sanitary Sewer Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 44 summarizes the fees collected and the interest earned for the ETMP Sanitary Sewer Fee during FY 23-24.

Table 44: ETMP Sanitary Sewer Fee Fund Summary	
Fund 309-456	
Sanitary Sewer Fee	
Beginning Fund Balance as of July 1, 2023	\$0.00
Revenues	
Fees Collected	\$0.00
Interest Earned	\$0.00
Total Revenues	\$0.00
Expenses	
Project Expenses	\$0.00
Other Expenditures	
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$0.00

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 45 summarizes the expenditures this past year on ETMP Sanitary Sewer projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 45 summarizes the planned future expenditures for the ETMP Sanitary Sewer Fee and the anticipated construction start date for each project.



Table 45: ETMP Sanitary Sewer Fee Projects

Project No.	Project Name ¹	Project Budget	Fund Budget	Expenditures to Date	FY23-24		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY23-24) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
1	Pump Station at Storm Basin #1	\$ 293,125.00	\$ 293,125.00	\$ -	\$ -	\$ 293,125.00	100.0%	Complete	n/a	n/a
2	Sewer Force Main in Lafitte Rothchild Dr. (6")	\$ 7,574.00	\$ 7,574.00	\$ -	\$ -	\$ 7,574.00	100.0%	Complete	n/a	n/a
3	Sewer Force Main in Tuolumne Rd. (6")	\$ 57,861.00	\$ 57,861.00	\$ -	\$ -	\$ 57,861.00	100.0%	Complete	n/a	n/a
4	Sewer Force Main in Waring South (6")	\$ 290,975.00	\$ 290,975.00	\$ -	\$ -	\$ 290,975.00	100.0%	Complete	n/a	n/a
5	Sewer Force Main in Hawkeye (6")	\$ 148,709.00	\$ 148,709.00	\$ -	\$ -	\$ 148,709.00	100.0%	Complete	n/a	n/a
7	Sewer Main in Tuolumne Rd. (8")	\$ 138,141.00	\$ 138,141.00	\$ -	\$ -	\$ 138,141.00	100.0%	Complete	n/a	n/a
6	Sewer Main in Lafitte Rothchild from Tuolumne to Pump Station (8" & 10")	\$ 18,292.28	\$ 18,292.28	\$ -	\$ -	\$ 18,292.28	100.0%	Complete	n/a	n/a
TO TAL PRO JEC T EXPENSES		\$ 954,677.28	\$ 954,677.28	\$ -	\$ -	\$ 954,677.28				
GRAND TO TAL		\$ 954,677.28	\$ 954,677.28	\$ -	\$ -	\$ 954,677.28				

¹ The City provided credits to Fairbanks Ranch, LLC for inclusion of these improvements in the Fairbanks Ranch Subdivision Improvement Agreement. The City will reimburse the developer for the construction of this improvement.

² Fairbanks Ranch, LLC has already received building permit credits for ETMP Transportation, Water, and Sewer. The developer will be reimbursed an amount that reflects the credits that have already been issued by the City.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 309-458: Water Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The ETMP Water Fee is collected to fund water system infrastructure, which may include water lines and water wells in the ETMP program area.

Requirement 2. Amount of the fee.

The ETMP Water Fee for FY 23-24 is summarized in **Table 46** below. The ETMP Water Fee is not charged on non-residential land uses.

Table 46: ETMP Water Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$3,826.40
Medium Density Residential (<i>per DU</i>)	\$2,988.79
High Density Residential (<i>per DU</i>)	\$1,047.63
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 47 summarizes the beginning and ending fund balances for the ETMP Water Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 47 summarizes the fees collected and the interest earned for the ETMP Water Fee during FY 23-24.

Table 47: ETMP Water Fee Fund Summary

Fund 309-458	
Water Fee	
Beginning Fund Balance as of July 1, 2023	\$0.00
Revenues	
Fees Collected	\$0.00
Interest Earned	\$0.00
Total Revenues	\$0.00
Expenses	
Project Expenses	\$0.00
Other Expenditures	
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$0.00

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 48 summarizes the expenditures this past year on ETMP Water projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 48 summarizes the planned future expenditures for the ETMP Water Fee and the anticipated construction start date for each project.



Table 48: ETMP Water Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY23-24) ¹	Reason for Revised Start Date (if applicable) ¹
3	Water Line in Tuolumne (10") ^{2,3}	\$ 83,704.64	\$ 83,704.64	\$ -	\$ -	\$ 83,704.64	100.0%	Complete	n/a	n/a
4	Water Line in Waring Rd North of Tuolumne Rd (12") ²	\$ 179,922.58	\$ 179,922.58	\$ -	\$ -	\$ 179,922.58	100.0%	Complete	n/a	n/a
5	Water Line in Waring Rd South of Tuolumne Rd (12") ²	\$ 179,922.58	\$ 179,922.58	\$ -	\$ -	\$ 179,922.58	100.0%	Complete	n/a	n/a
1	Water Line in Monte Vista Ave (24")	\$ 129,666.20	\$ 129,666.20	\$ -	\$ -	\$ 129,666.20	100.0%	n/a	n/a	n/a
2	Water Line in Quincy Rd (16")	\$ 395,095.58	\$ 395,095.58	\$ -	\$ -	\$ 395,095.58	100.0%	n/a	n/a	n/a
TO TAL PRO JEC T EXPENSES		\$ 968,311.58	\$ 968,311.58	\$ -	\$ -	\$ 968,311.58				
GRAND TO TAL		\$ 968,311.58	\$ 968,311.58	\$ -	\$ -	\$ 968,311.58				

¹ The City may condition developers to construct these improvements as part of development projects.

² The City provided credits to KB Homes, LLC for inclusion of this improvement in the Les Chateaux Subdivision Improvement Agreement. The City will reimburse the developer for the construction of this improvement.

³ The City provided credits to Fairbanks Ranch, LLC for inclusion of this improvement in the Fairbanks Ranch Subdivision Improvement Agreement. The City will reimburse the developer for the construction of this improvement.

⁴ KB Homes, LLC and Fairbanks Ranch, LLC have already received building permit credits for ETMP Transportation, Water, and Sewer. The developers will be reimbursed an amount that reflects the credits that have already been issued by the City.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 309-460: Administration Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The ETMP Administration Fee is used to cover the cost of City Staff time and effort for administration of the Development Impact Fee programs. The ETMP Administration Fee amounts to five percent (5%) of each ETMP fee and covers legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis costs.

Requirement 2. Amount of the fee.

The ETMP Administration Fee for FY 23-24 is summarized in **Table 49** below.

Table 49: ETMP Administration Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$1,092.24
Medium Density Residential (<i>per DU</i>)	\$901.30
High Density Residential (<i>per DU</i>)	\$674.31
Non-Residential	
Commercial (<i>per Developable Acre</i>)	n/a
Office (<i>per Developable Acre</i>)	n/a
Industrial (<i>per Developable Acre</i>)	n/a



Requirement 3. Beginning and ending balance in the account or fund.

Table 50 summarizes the beginning and ending fund balances for the ETMP Administration Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 50 summarizes the fees collected and the interest earned for the ETMP Administration Fee during FY 23-24.

Table 50: Administration Fee Fund Summary	
Fund 309-460	
Administration Fee	
Beginning Fund Balance as of July 1, 2023	\$6,500.10
Revenues	
Fees Collected	\$3,048.33
Interest Earned	\$0.00
Total Revenues	\$3,048.33
Expenses	
Project Expenses	\$0.00
Other Expenditures	
City Engineering Services	\$0.00
Admin - Fee Reporting	(\$631.54)
Total Expenses	(\$631.54)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$8,916.89

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the ETMP fee program and are not tied to specific projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the ETMP fee program and are not tied to specific projects.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 23-24.



ETMP Fee Program Fund Summary

Description	Transportation	Sanitary Sewer	Water	Administration	Total
Fund No.	309-455	309-456	309-458	309-460	
Starting Balance					
As of July 1, 2023	\$0.00	\$0.00	\$0.00	\$6,500.10	\$6,500.10
REVENUES					
Fees Collected	\$0.00	\$0.00	\$0.00	\$3,048.33	\$3,048.33
Interest Earned	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenues	\$0.00	\$0.00	\$0.00	\$3,048.33	\$3,048.33
EXPENSES					
Project Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenditures					
City Engineering Services ¹	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Admin - Fee Reporting ¹	\$0.00	\$0.00	\$0.00	(\$631.54)	(\$631.54)
Total Expenditures	\$0.00	\$0.00	\$0.00	(\$631.54)	(\$631.54)
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance					
As of June 30, 2024	\$0.00	\$0.00	\$0.00	\$8,916.89	\$8,916.89

Source: City of Turlock Financial Documents

¹ Administration Costs include Fee Reporting.



Master Storm Fee (Storm)

The Master Storm Fee Program is a citywide fee program that is collected to fund storm drainage facilities that serve new development in all areas of the City. As the City continues to grow and new development occurs, there will be an increased need for storm drainage facilities. The Master Storm Fee was most recently updated in 2015 in the Master Storm Drainage Development Impact Fee Nexus Study prepared by EPS.

The following sections will include the information necessary to meet the legal requirements for the Master Storm fee.

Fund 411-536: Master Storm Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Master Storm Fee is collected to fund the construction of new storm drainage facilities and upgrades to existing facilities to correct future deficiencies. Storm drainage facilities may include master storm drains and master detention basins in all areas of the City.



Requirement 2. Amount of the fee.

The Master Storm Fee for FY 23-24 is summarized in **Table 51** below.

Table 51: Master Storm Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$7,737.33
Medium Density Residential (<i>per DU</i>)	\$13,080.95
High Density Residential (<i>per DU</i>)	\$15,697.42
Non-Residential	
Commercial (<i>per Gross Acre</i>)	\$20,930.37
Office (<i>per Gross Acre</i>)	\$18,313.89
Industrial (<i>per Gross Acre</i>)	\$18,313.89



Requirement 3. Beginning and ending balance in the account or fund.

Table 52 summarizes the beginning and ending fund balances for the Master Storm Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 52 summarizes the fees collected and the interest earned for the Master Storm Fee during FY 23-24.

Table 52: Master Storm Fee Fund Summary

Fund 411-536	
Master Storm Drain Fee	
Beginning Fund Balance as of July 1, 2023	\$5,064,483.91
Revenues	
Fees Collected	\$609,968.39
Interest Earned ¹	\$52,500.00
Market Value Adjustment	\$0.00
Total Revenues	\$662,468.39
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Depreciation Expense	\$0.00
Bank Charges	\$0.00
Admin - Fee Reporting	(\$631.54)
Total Expenses	(\$631.54)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$5,726,320.76

Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 53 summarizes the expenditures this past year on Master Storm projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 53 summarizes the planned future expenditures for the Master Storm Fee and the anticipated construction start date for each project.



Table 53: Master Storm Fee Projects

Project No.	Project Name ¹	Project Budget	Fund Budget	Expenditures to Date	FY23-24		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY23-24) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
CP 24-024	Johnson Road Storm Drain Line Upsize	\$ 813,942.75	\$ 813,942.75	\$ -	\$ -	\$ 813,942.75	100.0%	FY 25-26	n/a	n/a
n/a	Existing Pipeline Improvements	\$ 1,436,771.54	\$ 1,436,771.54	\$ -	\$ -	\$ 1,436,771.54	100.0%	n/a	n/a	n/a
n/a	Existing Pump Stations/Basins Improvements	\$ 3,300,274.37	\$ 3,300,274.37	\$ -	\$ -	\$ 3,300,274.37	100.0%	n/a	n/a	n/a
n/a	Buildout Pipeline System Improvements	\$35,310,206.99	\$ 35,310,206.99	\$ -	\$ -	\$35,310,206.99	100.0%	n/a	n/a	n/a
n/a	Buildout Pump Stations/Basins Improvements	\$19,145,834.30	\$ 19,145,834.30	\$ -	\$ -	\$19,145,834.30	100.0%	n/a	n/a	n/a
TO TAL PRO JEC T EXPENSES		\$60,007,029.94	\$ 60,007,029.94	\$ -	\$ -	\$60,007,029.94				
GRAND TO TAL		\$ 60,007,029.94	\$ 60,007,029.94	\$ -	\$ -	\$ 60,007,029.94				

¹ A complete list of Existing and Buildout projects in these categories is included in Appendix A.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Sewer Trunk Capacity Fee (Sewer)

The Sewer Trunk Capacity Fee Program is a citywide fee program that is collected to fund sanitary sewer facilities that serve new development in all areas of the City. As the City continues to grow and new development occurs, there will be an increased need for sanitary sewer facilities. The Sewer Trunk Capacity Fee was most recently updated in 2015 in the Sewer Trunk Capacity Development Impact Fee Nexus Study prepared by EPS.

The following sections will include the information necessary to meet the legal requirements for the Sewer Trunk Capacity fee.

Fund 414-536: Sewer Trunk Capacity Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Sewer Trunk Capacity Fee is collected to fund the construction of new citywide sanitary sewer trunk lines or the oversizing of existing regular sewer lines to be used as sewer trunk lines.



Requirement 2. Amount of the fee.

The Sewer Trunk Capacity Fee for FY 23-24 is summarized in **Table 54** below.

Table 54: Sewer Trunk Capacity Fee

Land Use	Fee as of July 1, 2023
Residential	
Low Density Residential (<i>per DU</i>)	\$3,110.25
Medium Density Residential (<i>per DU</i>)	\$2,461.81
High Density Residential (<i>per DU</i>)	\$2,073.03
Non-Residential	
Commercial (<i>per 1,000 building SF</i>)	\$259.66
Office (<i>per 1,000 building SF</i>)	\$648.44
Industrial (<i>per 1,000 building SF</i>)	\$1,684.25



Requirement 3. Beginning and ending balance in the account or fund.

Table 55 summarizes the beginning and ending fund balances for the Sewer Trunk Capacity Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 55 summarizes the fees collected and the interest earned for the Sewer Trunk Capacity Fee during FY 23-24.

Table 55: Sewer Trunk Capacity Fee Fund Summary	
Fund 414-536	
Sewer Trunk Capacity Fee	
Beginning Fund Balance as of July 1, 2023	\$2,712,803.03
Revenues	
Fees Collected	\$374,917.59
Interest Earned ¹	\$27,300.00
Other Revenues	\$0.00
Total Revenues	\$402,217.59
Expenses	
Project Expenses	\$245.22
Other Expenditures	
Depreciation Expense	\$0.00
Bank Charges	\$0.00
Admin - Fee Reporting	(\$631.54)
Total Expenses	(\$386.32)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$3,114,634.30

Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 56 summarizes the expenditures this past year on Sewer Trunk Capacity projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 56 summarizes the planned future expenditures for the Sewer Trunk Capacity Fee and the anticipated construction start date for each project.



Table 56: Sewer Trunk Capacity Fee Projects

Project No.	Project Name ¹	Project Budget	Fund Budget	Expenditures to Date	FY23-24		% Funded by Fee	Approx. Construction Start Date ¹	Approx. Construction Start Date (Revised for FY23-24) ¹	Reason for Revised Start Date (if applicable) ¹
					Actual Expenditures	Future Expenditures				
CP 24-025	Morgan Ranch Sewer Lift Station	\$ 1,488,919.67	\$ 1,488,919.67	\$ -	\$ 245.22	\$ 1,488,674.45	100.0%	FY 25-26	n/a	n/a
CP 23-040	Water Line Replacement for 2024 Roads Program Construction	\$ 3,293,903.23	\$ 3,293,903.23	\$ -	\$ -	\$ 3,293,903.23	100.0%	FY 24-25	n/a	n/a
n/a	Existing Sewer System Improvements	\$ 53,580.26	\$ 53,580.26	\$ -	\$ -	\$ 53,580.26	100.0%	n/a	n/a	n/a
n/a	Existing Projects to Remove Direct Connections to Sewer System	\$18,898,092.04	\$ 18,898,092.04	\$ -	\$ -	\$18,898,092.04	100.0%	n/a	n/a	n/a
n/a	Buildout Sewer Pipeline System Improvements	\$ 8,614,016.69	\$ 8,614,016.69	\$ -	\$ -	\$ 8,614,016.69	100.0%	n/a	n/a	n/a
n/a	Buildout Sewer Lift Stations	\$29,183,402.19	\$ 29,183,402.19	\$ -	\$ -	\$29,183,402.19	100.0%	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$61,531,914.08	\$ 61,531,914.08	\$ -	\$ 245.22	\$61,531,668.86				
GRAND TOTAL		\$ 61,531,914.08	\$ 61,531,914.08	\$ -	\$ 245.22	\$ 61,531,668.86				

¹ A complete list of Existing and Buildout projects in these categories is included in Appendix A.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Capital Facilities Fees (CFF)

The CFF Program is a citywide fee program used to fund new and upgraded facilities and infrastructure that is needed to serve new development in all areas of the City. The fees were most recently updated in the 2013 Capital Facilities Fee Nexus Study prepared by EPS.

A single fee is charged for this fee area that covers the components of the program fees. The CFF is charged according to the specific area of the City where each individual development project is located. The three area categories are Downtown/Pedestrian Priority Area, Master Plan Areas, and City Infill.

The CFF Fee Program includes the following components:

- **Roadways**
- **Police**
- **General Government**
- **Fire**
- **Administration**

The following sections will include the information necessary to meet the legal requirements for each individual impact fee fund included in the CFF fee program.



Fund 305-440: Roadways Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The CFF Roadways Fee is collected to fund new construction and expansion of existing roadways, freeway and railroad overcrossing, and interchanges. Other projects funded with this fee may include traffic intersection signalizations, studies, and multimodal facilities.



Requirement 2. Amount of the fee.

The CFF Roadways Fee for FY 23-24 is summarized in **Table 57** below. The CFF is charged according to the specific area of the City where each individual development project is located. The three area categories are Downtown/Pedestrian Priority Area, Master Plan Areas, and City Infill.

Table 57: CFF Roadways Fee

Land Use	Fee as of July 1, 2023		
	Downtown/PPA	Master Plan Areas	City Infill
Residential			
Single Family (<i>per DU</i>)	\$ 15,233.22	\$ 18,587.91	\$ 16,615.01
Multi Family (<i>per DU</i>)	\$ 10,961.40	\$ 13,403.52	\$ 11,925.75
Non-Residential			
Commercial (<i>per 1,000 building SF</i>)	\$ 16,336.21	\$ 19,678.71	\$ 18,079.07
Office (<i>per 1,000 building SF</i>)	\$ 8,595.44	\$ 10,446.46	\$ 9,430.30
Industrial (<i>per 1,000 building SF</i>)	\$ 2,135.91	\$ 2,603.62	\$ 2,338.53

1) The Capital Facilities Fee includes Roadway, Police, General Government, and Fire components that are collected in one fee.



Requirement 3. Beginning and ending balance in the account or fund.

Table 58 summarizes the beginning and ending fund balances for the CFF Roadways Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 58 summarizes the fees collected and the interest earned for the CFF Roadways Fee during FY 23-24.

Table 58: CFF Roadways Fee Fund Summary

Fund 305-440	
Roadways Fee	
Beginning Fund Balance as of July 1, 2023	\$6,169,086.92
Revenues	
Fees Collected	\$1,748,492.11
Interest Earned ¹	\$87,500.00
Other Revenues	\$0.00
Total Revenues	\$1,835,992.11
Expenses	
Project Expenses	(\$55,291.38)
Other Expenditures	
Bank Charges	\$0.00
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	(\$55,291.38)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$7,949,787.65

Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 59 summarizes the expenditures this past year on CFF Roadways projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 59 summarizes the planned future expenditures for the CFF Roadways Fee and the anticipated construction start date for each project.



Table 59: CFF Roadways Fee Projects

Project No.	Project Name ¹	Project Budget	Fund Budget	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Approx. Construction Start Date (Revised for FY23-24)	Reason for Revised Start Date (if applicable)
CP 0828	Fulkerth / SR99 Interchange	\$17,957,247.94	\$ 12,606,071.19	\$12,496,027.89	\$ 47,910.38	\$ 62,132.92	70.2%	FY 18-19	Complete	Construction Completed as of FY 20/21
CP 21-003	Fulkerth and Tegner Widening	\$ 1,350,000.00	\$ 1,350,000.00	\$ 103,820.07	\$ 1,201.58	\$ 1,244,978.35	100.0%	FY 24-25	n/a	n/a
CP 14-79	Intersection Improvements at GSB / Golf / Berkeley	\$ 2,031,123.00	\$ 2,031,123.00	\$ 26,230.04	\$ 6,179.42	\$ 1,998,713.54	100.0%	FY 24-25	n/a	n/a
CP 14-44	Intersection Improvements at Main & Tegner	\$ 2,800,000.00	\$ 523,000.00	\$ 355,938.45	\$ -	\$ 167,061.55	18.7%	FY 24-25	n/a	n/a
1	440' of 1840 Fulkerth RD Median Landscaping	\$ 340,870.65	\$ 340,870.65	\$ 100,000.00	\$ -	\$ 240,870.65	100.0%	n/a	n/a	n/a
30	Washington / W Main Intersection	\$ 7,608,652.12	\$ 1,676,171.13	\$ 44,693.43	\$ -	\$ 1,631,477.70	22.0%	n/a	n/a	n/a
4	Golden State Blvd / Hawkeye Ave. Traffic Signal & Turn Lanes	\$ 3,241,398.00	\$ 507,900.00	\$ 507,900.00	\$ -	\$ -	15.7%	Complete	n/a	n/a
TOTAL PROJECT EXPENSES		\$35,329,291.71	\$ 19,035,135.97	\$13,634,609.88	\$ 55,291.38	\$ 5,345,234.71				
Transfer Out to Fund 350-442 : Fulkerth/SR99		n/a	n/a	n/a	\$ 2,913,788.00	n/a	n/a	n/a	n/a	n/a
Bank Charges		n/a	n/a	n/a	\$1,005.81	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 35,329,291.71	\$ 19,035,135.97	\$ 13,634,609.88	\$ 2,970,085.19	\$ 5,345,234.71				

¹ A complete list of roadway projects the City plans to fund with the CFF is included in Appendix B.



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 305-441: Police Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The CFF Police Fee is collected to fund new and expanded public safety facilities such as police headquarters, animal services facilities, and police training spaces. The fee can also be used to fund police vehicles and equipment.



Requirement 2. Amount of the fee.

The CFF Police Fee for FY 23-24 is summarized in **Table 60** below. The CFF is charged according to the specific area of the City where each individual development project is located. The three area categories are Downtown/Pedestrian Priority Area, Master Plan Areas, and City Infill.

Table 60: CFF Police Fee

Land Use	Fee as of July 1, 2023		
	Downtown/PPA	Master Plan Areas	City Infill
Residential			
Single Family (<i>per DU</i>)	\$ 15,233.22	\$ 18,587.91	\$ 16,615.01
Multi Family (<i>per DU</i>)	\$ 10,961.40	\$ 13,403.52	\$ 11,925.75
Non-Residential			
Commercial (<i>per 1,000 building SF</i>)	\$ 16,336.21	\$ 19,678.71	\$ 18,079.07
Office (<i>per 1,000 building SF</i>)	\$ 8,595.44	\$ 10,446.46	\$ 9,430.30
Industrial (<i>per 1,000 building SF</i>)	\$ 2,135.91	\$ 2,603.62	\$ 2,338.53

1) The Capital Facilities Fee includes Roadway, Police, General Government, and Fire components that are collected in one fee.



Requirement 3. Beginning and ending balance in the account or fund.

Table 61 summarizes the beginning and ending fund balances for the CFF Police Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 61 summarizes the fees collected and the interest earned for the CFF Police Fee during FY 23-24.

Table 61: CFF Police Fee Fund Summary

Fund 305-441	
Police Facilities Fee	
Beginning Fund Balance as of July 1, 2023	(\$254,167.78)
Revenues	
Fees Collected	\$77,447.67
Interest Earned ¹	\$0.00
Other Revenues	\$0.00
Total Revenues	\$77,447.67
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	(\$176,720.11)

Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenditures on CFF Police projects for FY 23-24.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

The City does not currently have any planned CFF Police projects. The City is working on an updated CIP that will include additional planned projects for each DIF that is collected.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 305-442: General Government Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The CFF General Government Fee is collected to fund the new construction new and expansion of existing City buildings, downtown parking facilities, and land acquisition for corporation yard expansions. The fee can also be used to fund the administration of General Plan updates.



Requirement 2. Amount of the fee.

The CFF General Government Fee for FY 23-24 is summarized in **Table 62** below. The CFF General Government Fee is not charged on non-residential land uses. The CFF is charged according to the specific area of the City where each individual development project is located. The three area categories are Downtown/Pedestrian Priority Area, Master Plan Areas, and City Infill.

Table 62: CFF General Government Fee

Land Use	Fee as of July 1, 2023		
	Downtown/PPA	Master Plan Areas	City Infill
Residential			
Single Family (<i>per DU</i>)	\$ 15,233.22	\$ 18,587.91	\$ 16,615.01
Multi Family (<i>per DU</i>)	\$ 10,961.40	\$ 13,403.52	\$ 11,925.75
Non-Residential			
Commercial (<i>per 1,000 building SF</i>)	\$ 16,336.21	\$ 19,678.71	\$ 18,079.07
Office (<i>per 1,000 building SF</i>)	\$ 8,595.44	\$ 10,446.46	\$ 9,430.30
Industrial (<i>per 1,000 building SF</i>)	\$ 2,135.91	\$ 2,603.62	\$ 2,338.53

1) The Capital Facilities Fee includes Roadway, Police, General Government, and Fire components that are collected in one fee.



Requirement 3. Beginning and ending balance in the account or fund.

Table 63 summarizes the beginning and ending fund balances for the CFF General Government Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 63 summarizes the fees collected and the interest earned for the CFF General Government Fee during FY 23-24.

Table 63: CFF General Government Fee Fund Summary

Fund 305-442

General Government Facilities Fee

Beginning Fund Balance as of July 1, 2023 **\$4,984,447.70**

Revenues

Fees Collected \$165,674.07

Interest Earned¹ \$0.00

Other Revenues \$0.00

Total Revenues **\$165,674.07**

Expenses

Project Expenses \$0.00

Other Expenditures

Bank Charges \$0.00

City Engineering Services \$0.00

Admin - Fee Reporting \$0.00

Total Expenses **\$0.00**

Transfers In **\$11,850.00**

Transfers Out **\$0.00**

Ending Balance as of June 30, 2024 **\$5,161,971.77**

Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 64 summarizes the expenditures this past year on CFF General Government projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 64 summarizes the planned future expenditures for the CFF General Government Fee and the anticipated construction start date for each project.



Table 64: CFF General Government Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY23-24		Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Approx. Construction Start Date (Revised for FY23-24)	Reason for Revised Start Date (if applicable)
					Actual Expenditures						
TBD	Recreation Facilities Prioritization & Feasibility Study	\$ 80,550.00	\$ 80,550.00	\$ 80,547.89	\$ -		\$ 2.11	100.0%	Complete	n/a	n/a
16-73	City Hall Renovation	\$ 18,922.00	\$ 18,922.00	\$ 18,922.00	\$ -		\$ -	100.0%	Complete	n/a	n/a
16-27	Downtown Parking Study	\$ 76,351.00	\$ 76,351.00	\$ 69,808.00	\$ -		\$ 6,543.00	100.0%	Complete	n/a	n/a
15-57	Downton Parking - 129 S. Broadway	\$ 455,564.00	\$ 455,564.00	\$ 455,564.00	\$ -		\$ -	100.0%	Complete	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 631,387.00	\$ 631,387.00	\$ 1,295,760.89	\$ -		\$ 6,545.11				
GRAND TOTAL		\$ 631,387.00	\$ 631,387.00	\$ 1,295,760.89	\$ -		\$ 6,545.11				



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 305-443: Fire Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The CFF Fire Fee is collected to fund the construction of new and expansion of existing fire facilities including a new fire training facility, fire stations, and fire training tower. The fee can also be used to fund acquisition of fire vehicles and equipment.



Requirement 2. Amount of the fee.

The CFF Fire Fee for FY 23-24 is summarized in **Table 65** below. The CFF is charged according to the specific area of the City where each individual development project is located. The three area categories are Downtown/Pedestrian Priority Area, Master Plan Areas, and City Infill.

Table 65: CFF Fire Fee

Land Use	Fee as of July 1, 2023		
	Downtown/PPA	Master Plan Areas	City Infill
Residential			
Single Family (<i>per DU</i>)	\$ 15,233.22	\$ 18,587.91	\$ 16,615.01
Multi Family (<i>per DU</i>)	\$ 10,961.40	\$ 13,403.52	\$ 11,925.75
Non-Residential			
Commercial (<i>per 1,000 building SF</i>)	\$ 16,336.21	\$ 19,678.71	\$ 18,079.07
Office (<i>per 1,000 building SF</i>)	\$ 8,595.44	\$ 10,446.46	\$ 9,430.30
Industrial (<i>per 1,000 building SF</i>)	\$ 2,135.91	\$ 2,603.62	\$ 2,338.53

1) The Capital Facilities Fee includes Roadway, Police, General Government, and Fire components that are collected in one fee.



Requirement 3. Beginning and ending balance in the account or fund.

Table 66 summarizes the beginning and ending fund balances for the CFF Fire Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 66 summarizes the fees collected and the interest earned for the CFF Fire Fee during FY 23-24.

Table 66: CFF Fire Fee Fund Summary

Fund 305-443	
Fire Facilities Fee	
Beginning Fund Balance as of July 1, 2023	\$1,809,546.55
Revenues	
Fees Collected	\$46,442.65
Interest Earned ¹	\$19,500.00
Market Valuation	\$0.00
Total Revenues	\$65,942.65
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	\$0.00
City Engineering Services	\$0.00
Admin - Fee Reporting	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$1,875,489.20

Source: City of Turlock Financial Documents

¹ Year-end interest allocations for Fiscal Year 2023-2024 are not complete as of 11/20/2024. For the purposes of this report, budgeted interest amounts are shown.



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 67 summarizes the expenditures this past year on CFF Fire projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 67 summarizes the planned future expenditures for the CFF Fire Fee and the anticipated construction start date for each project.



Table 67: CFF Fire Fee Projects

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY23-24		% Funded by Fee	Approx. Construction Start Date	Approx. Construction Start Date (Revised for FY23-24)	Reason for Revised Start Date (if applicable)
					Actual Expenditures	Future Expenditures				
16-37 & 17-55	Fire Training Facility	\$ 314,770.00	\$ 305,270.00	\$305,261.20	\$ -	\$ 8.80	97.0%	Complete	n/a	n/a
TO TAL PRO JECT EXPENSES		\$ 314,770.00	\$ 305,270.00	\$305,261.20	\$ -	\$ 8.80				
GRAND TO TAL		\$ 314,770.00	\$ 305,270.00	\$305,261.20	\$ -	\$ 8.80				



Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.



Fund 305-460: Administration Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Administration Fee is used to cover the cost of City Staff time and effort for administration of the Development Impact Fee programs. The CFF Administration Fee amounts to three percent (3%) of each CFF fee and covers legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis costs.

Requirement 2. Amount of the fee.

The CFF Administration Fee for FY 23-24 is summarized in **Table 68** below. The CFF is charged according to the specific area of the City where each individual development project is located. The three area categories are Downtown/Pedestrian Priority Area, Master Plan Areas, and City Infill. The 3% CFF Administration Fee is included in the single CFF charged.

Table 68: Administration Fee

Land Use	Fee as of July 1, 2023		
	Downtown/PPA	Master Plan Areas	City Infill
Residential			
Single Family (<i>per DU</i>)	\$ 15,233.22	\$ 18,587.91	\$ 16,615.01
Multi Family (<i>per DU</i>)	\$ 10,961.40	\$ 13,403.52	\$ 11,925.75
Non-Residential			
Commercial (<i>per 1,000 building SF</i>)	\$ 16,336.21	\$ 19,678.71	\$ 18,079.07
Office (<i>per 1,000 building SF</i>)	\$ 8,595.44	\$ 10,446.46	\$ 9,430.30
Industrial (<i>per 1,000 building SF</i>)	\$ 2,135.91	\$ 2,603.62	\$ 2,338.53

1) The Capital Facilities Fee includes Roadway, Police, General Government, and Fire components that are collected in one fee.



Requirement 3. Beginning and ending balance in the account or fund.

Table 69 summarizes the beginning and ending fund balances for the CFF Administration Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 69 summarizes the fees collected and the interest earned for the CFF Administration Fee during FY 23-24.

Table 69: Administration Fee Fund Summary	
Fund 305-460	
Administration Fee	
Beginning Fund Balance as of July 1, 2023	\$1,647,729.76
Revenues	
Fees Collected	\$95,831.76
Interest Earned	\$17,400.00
	\$0.00
Total Revenues	\$113,231.76
Expenses	
Project Expenses	\$0.00
Other Expenditures	
Bank Charges	(\$765.00)
City Engineering Services	\$0.00
Admin - Fee Reporting	(\$11,360.51)
Total Expenses	(\$12,125.51)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$1,748,836.01

Source: City of Turlock Financial Documents



Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the CFF fee program and are not tied to specific projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Administration fees cover the cost of legal, accounting, administration support, revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analysis for the CFF fee program and are not tied to specific projects.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 23-24.



CFF Fee Program Fund Summary

Description	Roadways	Police	General Government	Fire	Contingency ¹	Administration	Total
Fund No.	305-440	305-441	305-442	305-443	305-444	305-460	
Starting Balance							
As of July 1, 2023	\$6,169,086.92	(\$254,167.78)	\$4,984,447.70	\$1,809,546.55	\$218,847.34	\$1,647,729.76	\$14,575,490.49
REVENUES							
Fees Collected	\$1,748,492.11	\$77,447.67	\$165,674.07	\$46,442.65	\$0.00	\$95,831.76	\$2,133,888.26
Interest Earned	\$87,500.00	\$0.00	\$17,900.00	\$19,500.00	\$2,400.00	\$17,400.00	\$222,147.67
Market Valuation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77,447.67
Total Revenues	\$1,835,992.11	\$77,447.67	\$183,574.07	\$65,942.65	\$2,400.00	\$113,231.76	\$2,278,588.26
EXPENSES							
Project Expenditures	(\$55,291.38)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$55,291.38)
Other Expenditures							
Bank Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$765.00)	(\$765.00)
City Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Admin - Fee Reporting ²	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$11,360.51)	(\$11,360.51)
Total Expenditures	(\$55,291.38)	\$0.00	\$0.00	\$0.00	\$0.00	(\$12,125.51)	(\$67,416.89)
Transfers In³	\$0.00	\$0.00	\$11,850.00	\$0.00	\$0.00	\$0.00	\$11,850.00
Transfers Out³	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00	\$11,850.00	\$0.00	\$0.00	\$0.00	\$11,850.00
Ending Balance							
As of June 30, 2024	\$7,949,787.65	(\$176,720.11)	\$5,179,871.77	\$1,875,489.20	\$221,247.34	\$1,748,836.01	\$16,798,511.86

Source: City of Turlock Financial Documents

¹ This component, previously named the Surcharge component, was collected from 1987 to 1991 to ensure a positive cash flow in the CFF Fund. This charge is no longer collected, but remaining surcharge funds could be used to provide funding for future CFF Program facilities as needed.

² Administration Costs include Fee Reporting.

³ Transfer from Roadways to General Government for repayment for the Fulkerth/SR 99 Interchange project.



Section 3 – Fiscal Years 2018-2019 through 2023-2024 Five Year Report

In accordance with Government Code Section 66001, this section addresses the five-year requirements with respect to any remaining funds in the DIF accounts, regardless of whether those funds are committed or uncommitted for FY 18-19 through FY 23-24. This is the first five-year report prepared for the City. The following section provides information necessary to meet the legal requirement for the Five-Year report for the DIF funds.

Requirement 1. Identification of the purpose to which the fees are to be put.

The purpose of the DIFs imposed and collected on new development within the City during FY 18-19 through FY 23-24 was to fund public facilities that are needed to serve the new development within the City as identified in the City’s adopted Nexus Studies. The purpose of each fee is identified within Section 2 of the Annual AB1600 Report. Future Projects are identified in each of the individual Fund subsections.

Requirement 2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.

There is a proportional relationship between the impact fees charged on new development based upon the need for additional public facilities to serve the additional residents and employees that will be generated by the new development. The City does not have the capacity in its existing public facilities to accommodate these new residents and employees. By charging the fee based on the additional demand created by each land use, the fees directly correlate to the demand created by each new development. All of the City’s DIF have been adopted with a Development Impact Fee Nexus Study. Each fee had to undergo rigorous nexus requirements that: identify the purpose of the fee; identify the use to which the fee is to be put; determine how there is a reasonable relationship between the fees use and the type of development project on which the fee is imposed; determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed.

Requirement 3. Identification of all sources and amounts of funding anticipated to complete financing in incomplete improvements identified as part of the City’s annual report.

Table 70 summarizes the fund balance for each fund as of June 30, 2024, the balances that have been held for longer than five years, as well as the costs of the pending facility projects currently identified in the City’s Capital Improvement Plans, Master Plans, and Specific



Plans. Projects that are funded partially with Development Impact Fees will also be funded using grants, the City's General Fund, and other City funds. Since improvements are triggered based on the timing and location of development, improvements will be programmed as deemed necessary by the City and their CIP prioritization process. All fees satisfy the five-year test and have sufficient planned future improvement projects with costs that exceed funds held for more than five years.

Table 70: DIF Funding Balances and Future Project Costs

Fund No.	Fund Name	Fund Balance (as of 6/30/24)	Five Year Holdings Balance	Future Improvement Project Costs
Westside Industrial Specific Plan (WISP)				
308-456	Sanitary Sewer Fee	\$ 582,396.74	\$ 261,954.84	\$ 4,477,345.79
308-458	Water Fee	\$ 821,183.47	\$ 343,549.06	\$ 6,836,001.94
	TOTAL	\$ 1,403,580.21	\$ 605,503.90	\$ 11,313,347.73
Northwest Triangle Specific Plan (NWTSP)				
230-456	Sanitary Sewer Fee	\$ 26,293.20	\$ 14,455.95	\$ 625,939.57
230-458	Water Fee	\$ 305,147.02	\$ 127,924.36	\$ 744,983.57
	TOTAL	\$ 331,440.22	\$ 142,380.31	\$ 1,370,923.14
Northwest Triangle Specific Plan (NWTSP)				
307-456	Sanitary Sewer Fee	\$ 193,804.67	\$ 186,658.74	\$ -
307-457	Storm Drainage Fee	\$ 1,306,282.86	\$ 1,257,817.15	\$ 47,125.30
307-455	Transportation Fee	\$ 1,683,471.30	\$ 1,391,894.73	\$ 1,058,947.44
307-458	Water Fee	\$ 552,280.81	\$ 531,827.45	\$ -
	TOTAL	\$ 3,735,839.64	\$ 3,368,198.07	\$ 1,106,072.74
North Turlock Master Plan (NTMP)				
306-456	Sanitary Sewer Fee	\$ 879,433.47	\$ 847,671.59	\$ 251,130.36
306-457	Storm Drainage Fee	\$ 471,576.34	\$ 448,417.55	\$ 46,923.98
306-455	Transportation Fee	\$ 929,436.35	\$ 895,944.37	\$ 170,000.00
	TOTAL	\$ 2,280,446.16	\$ 2,192,033.51	\$ 468,054.34
East Tuolumne Master Plan (ETMP)				
309-455	Transportation Fee	\$ -	\$ -	\$ 1,521,171.12
309-456	Sanitary Sewer Fee	\$ -	\$ -	\$ 954,677.28
309-458	Water Fee	\$ -	\$ -	\$ 968,311.58
	TOTAL	\$ -	\$ -	\$ 3,444,159.98
Master Storm Fee				
411-536	Master Storm Drain Fee	\$ 5,726,320.76	\$ 2,446,663.01	\$ 60,007,029.94
	TOTAL	\$ 5,726,320.76	\$ 2,446,663.01	\$ 60,007,029.94
Sewer Trunk Capacity Fee				
414-536	Sewer Trunk Capacity Fee	\$ 3,114,634.30	\$ 730,135.71	\$ 61,531,668.86
	TOTAL	\$ 3,114,634.30	\$ 730,135.71	\$ 61,531,668.86
Capital Facilities Fees (CFF)				
305-440	Roadways Fee	\$ 7,949,787.65	\$ 4,455,859.38	\$ 5,345,234.71
305-441	Police Fee	\$ (176,720.11)	\$ -	\$ -
305-442	General Government Fee	\$ 5,179,871.77	\$ 4,867,800.82	\$ 6,545.11
305-443	Fire Fee	\$ 1,875,489.20	\$ 1,741,613.38	\$ 8.80
	TOTAL	\$ 14,828,428.51	\$ 11,065,273.58	\$ 5,351,788.62



Requirement 4. Identification of the approximate dates on which the funding referred to in Requirement 3 is expected to be deposited into the appropriate account or fund.

The project tables for each Fund within this report list the public improvement projects that are anticipated to be constructed using DIF funds. Anticipated construction start dates are listed based upon when the City anticipates complete funding and staff capacity for the project will be available. Due to CIP priority shifts and the uncertainty of the timing and location of new development, anticipated construction times may vary until sufficient funds have been collected and priorities identified.



Appendix A: Master Storm and Sewer Trunk Project List

Master Storm Drain Projects

					ENR Escalation: -0.739%				
Name	Type	Description/Street	Description/Limits	Remaining Costs as of FY 2021-22	Less Completed	Remaining Cost	Cost (2023\$)	Cost (2024\$)	
Existing System Improvements									
Pipelines									
ESD-2	Pipe	Christoffersen Pkwy	Pump Station No. 31 Wet Well to Walnut Rd (Walnut Pump Station #1 Wet Well)	\$ 409,646.00	\$ -	\$ 409,646.00	\$ 467,120.38	\$ 463,669.81	
ESD-3	Pipe	Monte Vista Dr	Four Seasons Dr to Walnut Rd	\$ 115,685.00	\$ -	\$ 115,685.00	\$ 131,916.24	\$ 130,941.79	
ESD-4	Pipe	Countryside Dr	West side of Staples/Walmart Shopping Center, parallel to Countryside Dr	\$ 12,908.00	\$ -	\$ 12,908.00	\$ 14,719.20	\$ 14,610.48	
ESD-6	Pipe	Colorado Ave	Waldorf Dr to Tuolumne Rd	\$ 9,864.00	\$ -	\$ 9,864.00	\$ 11,247.10	\$ 11,164.02	
ESD-8	Pipe	Castleview Dr	Quincy Rd to west of Palace Ct	\$ 76,291.00	\$ -	\$ 76,291.00	\$ 86,994.58	\$ 86,351.96	
ESD-9	Pipe	Johnson Rd	Tuolumne Rd to north of Castleview Dr	\$ 16,987.00	\$ -	\$ 16,987.00	\$ 19,371.27	\$ 19,228.17	
ESD-14	Pipe	Almond Ave	Almond Ave and Golden State Blvd	\$ 28,495.00	\$ -	\$ 28,495.00	\$ 32,492.54	\$ 32,252.53	
ESD-23	Pipe	Montana Ave	East of Hwy 99 to West Ave South	\$ 37,628.00	\$ -	\$ 37,628.00	\$ 42,907.82	\$ 42,590.87	
ESD-29	Pipe	Kilroy Rd	Parallel Pipe from Industrial Rowe to Spengler Way	\$ 30,322.00	\$ -	\$ 30,322.00	\$ 34,576.22	\$ 34,320.81	
ESD-45	Pipe	Quincy Rd	Canal Dr to East Ave	\$ 312,897.00	\$ -	\$ 312,897.00	\$ 356,797.72	\$ 354,162.09	
ESD-46	Pipe	East Ave	Quincy Rd to Southeast 2 Area Pump Station (ESD-PS-6)	\$ 218,644.00	\$ -	\$ 218,644.00	\$ 249,320.72	\$ 247,479.01	
Pump Stations/Basins									
ESD-PS-6	Pump Station	East Ave	East of Daubenberger Rd	\$ 901,123.00	\$ -	\$ 901,123.00	\$ 1,027,555.16	\$ 1,019,964.72	
ESD-FM-1	Force Main	East Ave	Dual Force Mains to Northern East Linear Basin	\$ 772,043.00	\$ -	\$ 772,043.00	\$ 880,364.14	\$ 873,860.99	
ESD-BN-1	Basin	Northern East Linear Basin	Northern East Linear Basin	\$ 560,645.00	\$ -	\$ 560,645.00	\$ 639,306.22	\$ 634,583.74	
	Land Acquisition	Northern East Linear Basin	Northern East Linear Basin	\$ 681,931.00	\$ -	\$ 681,931.00	\$ 777,609.03	\$ 771,864.92	
Buildout System Improvements									
Pipelines									
FSD-1	Pipe	Monte Vista Dr	Summer Creek Dr to Four Seasons Dr	\$ 94,496.00	\$ -	\$ 94,496.00	\$ 107,754.27	\$ 106,958.31	
FSD-3	Pipe	Tully Rd	Branding Iron Dr to Fulkerth Rd	\$ 22,285.00	\$ -	\$ 22,285.00	\$ 25,410.73	\$ 25,223.02	
FSD-4	Pipe	Oxford Ave, Pedras Rd	Jacquelinelee Dr to Northeast of Divanian Dr	\$ 138,822.00	\$ -	\$ 138,822.00	\$ 158,299.49	\$ 157,130.15	
FSD-5	Pipe	Kilroy Rd	Parallel Pipe from Castor St to Industrial Rowe	\$ 28,556.00	\$ -	\$ 28,556.00	\$ 32,562.38	\$ 32,321.84	
FSD-6	Pipe	Syracuse Ave	Palm St to Geer Rd	\$ 97,358.00	\$ -	\$ 97,358.00	\$ 111,017.91	\$ 110,197.83	
FSD-7	Pipe	Golden State Blvd	Monroe Ave to Geer Rd	\$ 22,833.00	\$ -	\$ 22,833.00	\$ 26,036.14	\$ 25,843.81	
FSD-8	Pipe	Washington Rd, Canal Dr	Fulkerth Rd to Fransil Ln	\$ 303,216.00	\$ -	\$ 303,216.00	\$ 345,758.06	\$ 343,203.98	
FSD-9	Pipe	Unnamed Rd	Fulkerth Rd to Canal Dr	\$ 540,674.00	\$ -	\$ 540,674.00	\$ 616,532.68	\$ 611,978.43	
FSD-10	Pipe	Canal Dr	Dianne Dr to Fransil Ln	\$ 80,979.00	\$ -	\$ 80,979.00	\$ 92,340.85	\$ 91,658.74	
FSD-11	Pipe	Tegner Rd	South of Fulkerth Rd to Canal Dr	\$ 328,788.00	\$ -	\$ 328,788.00	\$ 374,918.16	\$ 372,148.68	
FSD-12	Pipe	Tegner Rd	North of West Main St to Canal Dr	\$ 376,280.00	\$ -	\$ 376,280.00	\$ 429,073.09	\$ 425,903.57	



FSD-13	Pipe	Fransil Ln	Fulkerth Rd to Canal Dr	\$	93,278.00	\$	-	\$	93,278.00	\$	106,365.84	\$	105,580.13
FSD-14	Pipe	Fransil Ln	Canal Dr to West Main St, to FSD-PS-2 Wet Well	\$	117,755.00	\$	-	\$	117,755.00	\$	134,276.16	\$	133,284.28
FSD-18	Pipe	West Main St, Clinton Rd, Fransil Ln	Near intersection of West Main St and Clinton Rd, and along Fransil Ln	\$	635,657.00	\$	-	\$	635,657.00	\$	724,842.54	\$	719,488.20
FSD-19	Pipe	West Main St	Clinton Rd to Fransil Ln	\$	418,900.00	\$	-	\$	418,900.00	\$	477,674.30	\$	474,145.77
FSD-20	Pipe	West Main St	Dianne Dr to Kilroy Rd	\$	270,337.00	\$	-	\$	270,337.00	\$	308,266.34	\$	305,989.21
FSD-21	Pipe	Tegner Rd	West Main St to Liberty Square Pkwy	\$	653,923.00	\$	-	\$	653,923.00	\$	745,672.06	\$	740,163.87
FSD-22	Pipe	Tegner Rd	Linwood Ave to south of Humphrey Ct	\$	349,490.00	\$	-	\$	349,490.00	\$	398,524.55	\$	395,580.70
FSD-23	Pipe	Washington Rd, Ruble Rd	Clayton Rd to FSD-PS-2 Wet Well	\$	836,583.00	\$	-	\$	836,583.00	\$	953,960.16	\$	946,913.36
FSD-24	Pipe	Linwood Ave, Unnamed Rd	Linwood Ave and along Unnamed Rd, to FSD-PS-2 Wet Well	\$	1,128,839.00	\$	-	\$	1,128,839.00	\$	1,287,220.29	\$	1,277,711.74
FSD-25	Pipe	Ruble Rd	Tegner Rd to Unnamed Rd	\$	84,389.00	\$	-	\$	84,389.00	\$	96,228.87	\$	95,518.04
FSD-26	Pipe	Linwood Ave	Glenwood Ave to Kilroy Rd	\$	1,513,643.00	\$	-	\$	1,513,643.00	\$	1,726,014.45	\$	1,713,264.57
FSD-27	Pipe	Kilroy Rd	Linwood Ave to Spengler Way	\$	764,737.00	\$	-	\$	764,737.00	\$	872,032.53	\$	865,590.92
FSD-28	Pipe	Soderquist Rd	South Ave to Jordan Ave	\$	473,699.00	\$	-	\$	473,699.00	\$	540,160.83	\$	536,170.72
FSD-29	Pipe/Casing(1)	Highway 99	West of Soderquist Rd to the east side of Highway 99, north of Venture Ln	\$	398,199.00	\$	-	\$	398,199.00	\$	454,067.91	\$	450,713.76
FSD-30	Pipe	North of Venture Ln, Walnut Rd	Soderquist Rd to Walnut Rd, Linwood Ave to Venture Ln	\$	854,849.00	\$	-	\$	854,849.00	\$	974,788.66	\$	967,588.01
FSD-31	Pipe	Unnamed Dr	South of Hawkeye Ave to north of Canal Dr	\$	735,511.00	\$	-	\$	735,511.00	\$	838,707.13	\$	832,511.70
FSD-32	Pipe	Unnamed Dr	South of Canal Dr to East Ave	\$	773,261.00	\$	-	\$	773,261.00	\$	881,753.59	\$	875,240.18
FSD-33	Pipe	West of Verduga Rd	Connection pipeline from Northern to Southern East Linear Basin	\$	89,625.00	\$	-	\$	89,625.00	\$	102,200.55	\$	101,445.61
FSD-34	Pipe	Johnson Rd	South of East Ave to Unnamed Rd	\$	231,369.00	\$	-	\$	231,369.00	\$	263,831.45	\$	261,882.56
FSD-35	Pipe	Johnson Rd	Unnamed Rd to Brier Rd	\$	720,899.00	\$	-	\$	720,899.00	\$	822,043.92	\$	815,971.57
FSD-36	Pipe	Johnson Rd	Brier Rd to Linwood Ave	\$	1,408,918.00	\$	-	\$	1,408,918.00	\$	1,606,596.13	\$	1,594,728.38
FSD-37	Pipe	Unnamed Rd, Brier Rd	Daubenberger Rd to Johnson Rd	\$	1,709,699.00	\$	-	\$	1,709,699.00	\$	1,949,577.33	\$	1,935,176.02
FSD-38	Pipe	South of Brier Rd	FSD-BN-5 (Future Basin) to Johnson Rd	\$	1,131,275.00	\$	-	\$	1,131,275.00	\$	1,289,998.18	\$	1,280,469.11
FSD-39	Pipe	Linwood Ave	West of Verduga Rd to Johnson Rd	\$	1,082,566.00	\$	-	\$	1,082,566.00	\$	1,234,454.83	\$	1,225,336.05
FSD-40	Pipe	Paulson Rd	Center St to Linwood Ave at Future Pump Station (FSD-PS-3) Wet Well	\$	1,505,119.00	\$	-	\$	1,505,119.00	\$	1,716,294.41	\$	1,703,616.34
FSD-41	Pipe	Linwood Ave	Johnson Rd to 5th St	\$	1,050,904.00	\$	-	\$	1,050,904.00	\$	1,198,351.54	\$	1,189,499.45
FSD-42A	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$	118,120.00	\$	-	\$	118,120.00	\$	134,693.10	\$	133,698.14
FSD-42B	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$	705,068.00	\$	-	\$	705,068.00	\$	803,992.28	\$	798,053.28
FSD-42C	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$	180,225.00	\$	-	\$	180,225.00	\$	205,511.24	\$	203,993.15
FSD-42D	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$	93,766.00	\$	-	\$	93,766.00	\$	106,921.42	\$	106,131.60
FSD-42E	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$	306,869.00	\$	-	\$	306,869.00	\$	349,924.37	\$	347,339.52
FSD-42F	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$	730,640.00	\$	-	\$	730,640.00	\$	833,152.39	\$	826,997.98
FSD-42G	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$	64,540.00	\$	-	\$	64,540.00	\$	73,595.00	\$	73,051.36
FSD-42H	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$	387,239.00	\$	-	\$	387,239.00	\$	441,571.01	\$	438,309.18
FSD-42I	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$	120,556.00	\$	-	\$	120,556.00	\$	137,469.96	\$	136,454.48



FSD-42J	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 163,176.00	\$ -	\$ 163,176.00	\$ 186,071.17	\$ 184,696.68
FSD-42K	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 154,652.00	\$ -	\$ 154,652.00	\$ 176,351.13	\$ 175,048.44
FSD-42L	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 180,225.00	\$ -	\$ 180,225.00	\$ 205,511.24	\$ 203,993.15
FSD-42M	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 164,394.00	\$ -	\$ 164,394.00	\$ 187,459.60	\$ 186,074.85
FSD-42N	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 137,604.00	\$ -	\$ 137,604.00	\$ 156,910.03	\$ 155,750.95
FSD-42O	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 59,669.00	\$ -	\$ 59,669.00	\$ 68,041.28	\$ 67,538.66
FSD-42P	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 170,483.00	\$ -	\$ 170,483.00	\$ 194,402.77	\$ 192,966.74
FSD-42Q	Pipe	Unnamed Rd, parallel to Hwy 99	Morgan Ranch	\$ 81,588.00	\$ -	\$ 81,588.00	\$ 93,035.07	\$ 92,347.83
FSD-43	Pipe	Lander Ave	Southeast 1 Area (FSD-PS-4) to Lander Ave	\$ 1,147,105.00	\$ -	\$ 1,147,105.00	\$ 1,308,049.82	\$ 1,298,387.40
FSD-44	Pipe	Linwood Ave	5th St to Lander Ave	\$ 2,289,340.00	\$ -	\$ 2,289,340.00	\$ 2,610,544.90	\$ 2,591,261.10
FSD-45	Pipe	Linwood Ave	West Linwood Ave Basin to Harding Drain Outfall	\$ 2,873,061.00	\$ -	\$ 2,873,061.00	\$ 3,276,164.54	\$ 3,251,963.87
Pump Stations/Basins								
FSD-PS-1	Pump Station	Fransil Ln & West Main St	At Fransil Ln and West Main St, Future Pump Station	\$ 90,843.00	\$ -	\$ 90,843.00	\$ 103,588.98	\$ 102,823.78
FSD-PS-2	Pump Station	Ruble Rd	At Ruble Rd and Unnamed Rd, Future Pump Station	\$ 301,998.00	\$ -	\$ 301,998.00	\$ 344,369.63	\$ 341,825.81
FSD-PS-3	Pump Station	Linwood Ave	At Johnson Rd	\$ 1,930,108.00	\$ -	\$ 1,930,108.00	\$ 2,200,911.88	\$ 2,184,653.99
FSD-FM-1	Force Main	Linwood Ave	Johnson Rd to Verduga Rd (Dual Force Mains)	\$ 4,565,285.00	\$ -	\$ 4,565,285.00	\$ 5,205,815.02	\$ 5,167,360.24
FSD-PS-4	Pump Station	Unnamed Rd	Southeast 1 Area Future Pump station	\$ 735,511.00	\$ -	\$ 735,511.00	\$ 838,707.13	\$ 832,511.70
FSD-BN-1	Basin	Fransil Ln & West Main St	At Fransil Ln and West Main St, Future Retention Basin	\$ 108,622.00	\$ -	\$ 108,622.00	\$ 123,861.91	\$ 122,946.95
	Land Acquisition	Fransil Ln & West Main St	At Fransil Ln and West Main St, Future Retention Basin	\$ 121,773.00	\$ -	\$ 121,773.00	\$ 138,858.39	\$ 137,832.66
	Basin	Ruble Rd	At Ruble Rd and Unnamed Rd, Future Detention Basin	\$ 434,487.00	\$ -	\$ 434,487.00	\$ 495,447.64	\$ 491,787.82
FSD-BN-2	Land Acquisition	Ruble Rd	At Ruble Rd and Unnamed Rd, Future Detention Basin	\$ 487,094.00	\$ -	\$ 487,094.00	\$ 555,434.58	\$ 551,331.65
	Basin	Southern East Linear Basin	Southern East Linear Basin	\$ 1,855,827.00	\$ -	\$ 1,855,827.00	\$ 2,116,207.39	\$ 2,100,575.20
	Land Acquisition	Southern East Linear Basin	Southern East Linear Basin	\$ 2,465,911.00	\$ -	\$ 2,465,911.00	\$ 2,811,889.82	\$ 2,791,118.70
FSD-BN-4	Basin	Highway 99 Basin	Southeast 1 Area, Highway 99 new basin	\$ 758,648.00	\$ -	\$ 758,648.00	\$ 865,090.38	\$ 858,700.06
	Land Acquisition	Highway 99 Basin	Southeast 1 Area, Highway 99 new basin	\$ 754,995.00	\$ -	\$ 754,995.00	\$ 860,924.06	\$ 854,564.52
FSD-BN-5	Basin	Unnamed Rd	Southeast of Daubenberger Rd and Brier Rd	\$ 1,086,219.00	\$ -	\$ 1,086,219.00	\$ 1,238,620.11	\$ 1,229,470.57
	Land Acquisition	Unnamed Rd	Southeast of Daubenger Rd and Brier Rd	\$ 1,217,734.00	\$ -	\$ 1,217,734.00	\$ 1,388,588.00	\$ 1,378,330.65
Total Remaining Improvement Costs:				\$ 52,296,195.000	\$ -	\$ 52,296,195.000	\$ 59,633,593.884	\$ 59,193,087.188



Sewer Trunk Capacity Projects

					ENR Escalation:		-0.739%		
Name	Type	Description/Street	Description/Limits	Remaining Costs as of FY 2021-22	Less Completed	Remaining Cost	Cost (2023\$)	Cost (2024\$)	
Existing System Improvements									
Pipelines									
ESS-1	Pipe	W.Main St./N. Soderquist Rd.	Julian St. to S. Tully Rd.	\$ 40,927.00	\$ -	\$ 40,927.00	\$ 45,445.00	\$ 45,109.30	
ESS-2	Pipe	Wayside Dr.	N.Denair Ave, to Geer Rd.	\$ 7,685.00	\$ -	\$ 7,685.00	\$ 8,534.00	\$ 8,470.96	
ESS-3	Pipe	Colorado Ave.	North of Escondido Ave. to south of Escondido Ave.	\$ -	\$ -	\$ -	\$ -	\$ -	
Projects to Remove Direct Connections to Sewer System									
ESD-11	Pipe	Johnson Rd	Marshall St to Canal Dr	\$ 127,497.00	\$ -	\$ 127,497.00	\$ 141,570.00	\$ 140,524.24	
ESD-17	Pipe	D St	6th to Lander Ave	\$ 213,164.00	\$ -	\$ 213,164.00	\$ 236,694.00	\$ 234,945.57	
ESD-19	Pipe	West South Ave	Columbia St to High St	\$ 44,569.00	\$ -	\$ 44,569.00	\$ 49,489.00	\$ 49,123.43	
ESD-20	Pipe	West South Ave	High St to Vermont Ave	\$ 81,832.00	\$ -	\$ 81,832.00	\$ 90,865.00	\$ 90,193.79	
ESD-21	Pipe	West South Ave	Vermont Ave to South Ave	\$ 110,327.00	\$ -	\$ 110,327.00	\$ 122,505.00	\$ 121,600.07	
ESD-22	Pipe	West Ave South	South Ave to Linwood Ave	\$ 428,033.00	\$ -	\$ 428,033.00	\$ 475,282.00	\$ 471,771.14	
ESD-25	Pipe	Montana Ave	Gabriel St to West Ave South	\$ 114,528.00	\$ -	\$ 114,528.00	\$ 127,170.00	\$ 126,230.61	
ESD-26	Pipe	Lander Ave	E St to Linwood Ave, Adjust inverts to match proposed Lin	\$ 359,475.00	\$ -	\$ 359,475.00	\$ 399,156.00	\$ 396,207.48	
ESD-43	Pipe	Canal Drive	Johnson Rd and Canal Dr, provides connection to canal trun	\$ 3,897.00	\$ -	\$ 3,897.00	\$ 4,327.00	\$ 4,295.04	
ESD-47	Pipe	Marshall St	Berkeley Ave to Johnson Rd	\$ 326,353.00	\$ -	\$ 326,353.00	\$ 362,377.00	\$ 359,700.16	
ESD-48	Pipe	Rose St	Merritt St to Canal Dr	\$ 285,559.00	\$ -	\$ 285,559.00	\$ 317,080.00	\$ 314,737.77	
ESD-50	Pipe	Olive Ave, Golden State Blvd	Thor St to southeast of Minerva St	\$ 793,963.00	\$ -	\$ 793,963.00	\$ 881,604.00	\$ 875,091.69	
ESD-51	Pipe/Casing	Golden State Blvd, 1st Street	Pipe & Casing under Train Tracks, east of Golden State Blv	\$ 185,096.00	\$ -	\$ 185,096.00	\$ 205,527.00	\$ 204,008.80	
ESD-52	Pipe	D St	1st St to 6th St	\$ 625,306.00	\$ -	\$ 625,306.00	\$ 694,331.00	\$ 689,202.05	
ESD-53	Pipe	F St	8th St to Lander Ave	\$ 154,652.00	\$ -	\$ 154,652.00	\$ 171,724.00	\$ 170,455.49	
ESD-55	Pipe	Lander Ave	D St to E St	\$ 216,270.00	\$ -	\$ 216,270.00	\$ 240,142.00	\$ 238,368.10	
ESD-57	Pipe	Linwood Ave	Lander Ave to West Linwood Ave Basin	\$ 1,826,966.00	\$ -	\$ 1,826,966.00	\$ 2,028,636.00	\$ 2,013,650.69	
ESD-58	Pipe	Columbia St	Locust St to West Ave South	\$ 259,377.00	\$ -	\$ 259,377.00	\$ 288,009.00	\$ 285,881.51	
ESD-59	Pipe	Castor St, Laurel St	Locust St to High St	\$ 79,153.00	\$ -	\$ 79,153.00	\$ 87,890.00	\$ 87,240.77	
ESD-60	Pipe	High St	Laurel St to West Ave South	\$ 289,821.00	\$ -	\$ 289,821.00	\$ 321,813.00	\$ 319,435.80	
ESD-61	Pipe	Vermont Ave	Orange St to West Ave South	\$ 233,805.00	\$ -	\$ 233,805.00	\$ 259,614.00	\$ 257,696.26	
ESD-62	Pipe	Martinez St, Williams Ave	Parnell Ave to West Ave South	\$ 101,072.00	\$ -	\$ 101,072.00	\$ 112,229.00	\$ 111,399.98	
ESD-63	Pipe	Orange St	South Ave to Montana Ave	\$ 300,171.00	\$ -	\$ 300,171.00	\$ 333,306.00	\$ 330,843.91	
ESD-64	Pipe	Lewis St	Maple St to Orange St	\$ 56,625.00	\$ -	\$ 56,625.00	\$ 62,875.00	\$ 62,410.55	
ESD-65	Pipe	Montana Ave	Orange St to west of Gabriel St	\$ 170,483.00	\$ -	\$ 170,483.00	\$ 189,302.00	\$ 187,903.65	
ESD-66	Pipe/Casing	Linwood Ave, under Highway 99	Boring under Highway 99, under Linwood Ave	\$ 286,776.00	\$ -	\$ 286,776.00	\$ 318,432.00	\$ 316,079.78	
ESD-BN-2	Basin	Linwood Ave	West Linwood Ave Basin	\$ 1,655,875.00	\$ -	\$ 1,655,875.00	\$ 1,838,659.00	\$ 1,825,077.03	



Buildout System Improvements

Pipelines

FSS-1A	Pipe	E. Linwood Ave.	Golf Rd. to east of 5th St.	\$	181,442.00	\$	-	\$	181,442.00	\$	201,471.00	\$	199,982.76
FSS-1B	Pipe	E. Linwood Ave.	S. Johnson Rd. to Golf Rd.	\$	316,611.00	\$	-	\$	316,611.00	\$	351,560.00	\$	348,963.07
FSS-2	Pipe	S. Johnson Rd.	Briar Rd. to E. Linwood Ave.	\$	566,246.00	\$	-	\$	566,246.00	\$	628,751.00	\$	624,106.49
FSS-3	Pipe	S. Johnson Rd.	South of East Ave. to Brier Rd.	\$	187,531.00	\$	-	\$	187,531.00	\$	208,232.00	\$	206,693.81
FSS-4	Pipe	E. Linwood Ave.	S. Quincy Rd. to S. Johnson Rd.	\$	231,369.00	\$	-	\$	231,369.00	\$	256,909.00	\$	255,011.24
FSS-5	Pipe	E. Linwood Ave.	East of S. Quincy Rd. to S. Quincy Rd.	\$	185,096.00	\$	-	\$	185,096.00	\$	205,527.00	\$	204,008.80
FSS-6	Pipe	Brier Rd.	S. Quincy Rd. to S. Johnson Rd.	\$	228,934.00	\$	-	\$	228,934.00	\$	254,205.00	\$	252,327.22
FSS-7	Pipe	Brier Rd.	S. Daubenberger Rd. to S. Quincy Rd.	\$	189,967.00	\$	-	\$	189,967.00	\$	210,936.00	\$	209,377.84
FSS-8	Pipe	Alley north of East Ave.	N. Berkeley Avenue to Bell St.	\$	398,199.00	\$	-	\$	398,199.00	\$	442,154.00	\$	438,887.86
FSS-9	Pipe	East Ave.	N. Quincy Rd. to N. Berkeley Ave.	\$	651,488.00	\$	-	\$	651,488.00	\$	723,402.00	\$	718,058.31
FSS-10	Pipe	East Ave.	West of N. Verduga Rd. to N. Quincy Rd.	\$	572,335.00	\$	-	\$	572,335.00	\$	635,512.00	\$	630,817.54
FSS-11	Pipe	West of N. Verduga Rd.	Canal Dr. to East Ave.	\$	472,481.00	\$	-	\$	472,481.00	\$	524,636.00	\$	520,760.57
FSS-12	Pipe	West of N. Verduga Rd.	South of Hawkeye to Canal Dr.	\$	180,225.00	\$	-	\$	180,225.00	\$	200,119.00	\$	198,640.74
FSS-13	Pipe	E. Glenwood Ave.	5th St. to Golf Rd.	\$	207,015.00	\$	-	\$	207,015.00	\$	229,866.00	\$	228,168.01
FSS-14	Pipe	Golf Rd.	South of E. Glenwood Ave to E. Glenwood Ave.	\$	191,184.00	\$	-	\$	191,184.00	\$	212,288.00	\$	210,719.85
FSS-15	Pipe	W. Glenwood Ave.	West of Lander Avenue to east of S. Walnut Rd.	\$	414,030.00	\$	-	\$	414,030.00	\$	459,732.00	\$	456,336.01
FSS-16	Pipe	W. Glenwood Ave.	West of Lander Avenue to south of Linwood Ave.	\$	281,297.00	\$	-	\$	281,297.00	\$	312,347.00	\$	310,039.73
FSS-24	Pipe	East of S. Washington Rd.	South of West Main St. to West Main St.	\$	192,402.00	\$	-	\$	192,402.00	\$	213,640.00	\$	212,061.87
FSS-28	Pipe	Christoffersen Pkwy./N. Waring Rd.	Redirect Denair flows to 24-inch sewer on Christoffersen	\$	1,860,698.00	\$	-	\$	1,860,698.00	\$	2,066,091.00	\$	2,050,829.02
FSS-29	Pipe	Golf Road	Glenwood Ave. to E. Linwood Ave.	\$	306,869.00	\$	-	\$	306,869.00	\$	340,743.00	\$	338,225.97

Pipe Lift Stations

LS-MR	Lift Station	Morgan Ranch	Assumed 2 pumps	\$	990,018.00	\$	-	\$	990,018.00	\$	1,099,301.00	\$	1,091,180.59
LS-4	Lift Station	Kilroy Road	Assumed 3 pumps	\$	2,141,994.00	\$	-	\$	2,141,994.00	\$	2,378,438.00	\$	2,360,868.74
LS-50	Lift Station	Tegner Road	Assumed 3 pumps	\$	8,122,286.00	\$	-	\$	8,122,286.00	\$	9,018,865.00	\$	8,952,243.65
	Force Main	N. Walnut Rd.	Extend existing 18-inch force main	\$	603,996.00	\$	-	\$	603,996.00	\$	670,668.00	\$	665,713.85
LS-57	Lift Station	Piccadilly Lane	Assumed 2 pumps	\$	3,462,018.00	\$	-	\$	3,462,018.00	\$	3,844,173.00	\$	3,815,776.52
LS-63	Lift Station	Fulkerth/Tegner	Assumed 2 pumps	\$	2,945,699.00	\$	-	\$	2,945,699.00	\$	3,270,860.00	\$	3,246,698.52
LS-67	Lift Station	Humphrey Ct.	Assumed 2 pumps	\$	1,072,824.00	\$	-	\$	1,072,824.00	\$	1,191,247.00	\$	1,182,447.39
LS-GS	Lift Station	Golden State Blvd.	Assumed 3 pumps (current capacity unknown)	\$	1,818,077.00	\$	-	\$	1,818,077.00	\$	2,018,765.00	\$	2,003,852.61
LS-Main	Lift Station	Main St. Near Clinton Rd.	Assumed 3 pumps (current capacity unknown)	\$	2,725,289.00	\$	-	\$	2,725,289.00	\$	3,026,120.00	\$	3,003,766.39
LS-Ind	Lift Station	New Industrial Lift Station	Assumed 2 pumps	\$	1,738,924.00	\$	-	\$	1,738,924.00	\$	1,930,875.00	\$	1,916,611.84
	Force Main	S. Washington Rd.	W. Linwood Ave. to W. Main St.	\$	1,158,065.00	\$	-	\$	1,158,065.00	\$	1,285,898.00	\$	1,276,399.22
	Land Acquisition	Corner of S. Washington Rd. and W. Linwood Ave.in WISP	Land Acquisition assumed 0.25 acres	\$	23,137.00	\$	-	\$	23,137.00	\$	25,691.00	\$	25,501.22
	Less Lift Station			\$	(324,500.00)	\$	-	\$	(324,500.00)	\$	(360,320.00)	\$	(357,658.36)

Total Remaining Improvement Costs: \$ 43,672,503.000 \$ - \$ 43,672,503.000 \$ 48,493,289.000 \$ 48,135,074.492



Appendix B: CFF Roadways Projects



City of Turlock Capital Facility Fees Update



Street Improvement Projects Summary

No.	PROJECT CATEGORY	TOTAL COST	CFF COST	CITY INFILL COST	PPA COST	MPA COST
1	Subtotal Roadway Projects	\$ 203,970,000	\$ 60,451,240	\$ 33,555,409	\$ 3,814,669	\$ 23,081,161
2	Subtotal Intersection Projects	\$ 109,166,753	\$ 25,202,084	\$ 15,124,873	\$ 1,719,436	\$ 8,357,775
3	Subtotal Traffic Signal Projects	\$ 10,280,000	\$ 10,280,000	\$ 6,169,478	\$ 701,363	\$ 3,409,159
4	Subtotal Overcrossing Projects	\$ 29,200,649	\$ 29,200,649	\$ 17,524,587	\$ 1,992,242	\$ 9,683,820
5	Subtotal Interchange Projects	\$ 59,239,596	\$ 43,489,596	\$ 26,100,009	\$ 2,967,119	\$ 14,422,467
6	Subtotal Miscellaneous Costs (Technical Studies, PSRs, PS&E)	\$ 2,000,000	\$ 2,000,000	\$ 1,200,287	\$ 136,452	\$ 663,261
7	Subtotal Bike Projects	\$ 1,987,189	\$ 728,553	\$ 437,237	\$ 49,706	\$ 241,610
8	Subtotal Median Projects Costs	\$ 3,230,741	\$ 3,230,741	\$ 1,938,909	\$ 220,420	\$ 1,071,412
9	Subtotal Program Reimbursements	\$ 1,580,942	\$ 1,580,942	\$ 948,792	\$ 107,861	\$ 524,288
Total Street Improvement Projects		\$ 420,655,870	\$ 176,163,804	\$ 102,999,581	\$ 11,709,270	\$ 61,454,953



City of Turlock Capital Facility Fees Update



Roadway Improvement Projects

No.	FILE NAME	ROADWAY	FROM	TO	FUTURE CLASSIFICATION	ULTIMATE	ULTIMATE Cost	CFF SHARE
1	C001	Berkeley Avenue	Golden State Boulevard	East Avenue	Arterial*	2 Lanes	\$ 6,262,114	\$ 4,131,990
3	C004	Canal Drive Extension	Daubenberger Road	Verduga Road	Arterial	2 Lanes	\$ 3,824,076	\$ 408,877
2	C005	Canal Drive	Tully Road	Soderquist Road	Arterial	2 Lanes	\$ 4,041,613	\$ 2,036,285
3	C008	Washington Road	Fulkerth Road	Main Street	Expressway	4 Lanes	\$ 10,183,523	\$ 2,122,324
4	C009	Daubenberger Road Extension	Brier Road	Linwood Avenue	Collector	2 Lanes	\$ 3,447,403	\$ -
5	C010	Washington Road	Main Street	Linwood Avenue	Expressway	4 Lanes	\$ 10,708,273	\$ 2,290,494
6	C011	Tegner Road	Tuolumne Road	Ball Fields	Arterial	4 Lanes	\$ 1,196,280	\$ 789,476
7	C012	East Avenue	Johnson Road	Daubenberger Road	Arterial	4 Lanes	\$ 4,418,448	\$ 1,168,462
8	C013	East Avenue	Daubenberger Road	Verduga Road	Arterial	4 Lanes	\$ 2,332,004	\$ 248,731
9	C015	Fulkerth Road	Tegner Road	Dianne Drive	Arterial	4 Lanes	\$ 1,509,453	\$ 357,473
10	C016	Golden State Boulevard	Taylor Road	Christofferson Parkway	Expressway	6 Lanes	\$ 2,840,413	\$ 1,164,931
11	C017	Golf Road	SR 99 Overcrossing	Glenwood Avenue	Arterial	2 Lanes	\$ 2,878,566	\$ 465,152
12	C020	Golf Road	Glenwood Avenue	Linwood Avenue	Arterial	4 Lanes	\$ 2,254,627	\$ 489,558
13	C021	Lander Avenue	Harding Avenue	West Glenwood Avenue	Arterial	4 Lanes	\$ 5,809,050	\$ 1,381,171
14	C022	Linwood Avenue	Washington Road	Tegner Road	Arterial	4 Lanes	\$ 8,659,890	\$ 1,779,477
15	C023	Linwood Avenue	Tegner Road	Walnut Road	Arterial	4 Lanes	\$ 8,673,381	\$ 1,842,238
16	C024	Linwood Avenue	Walnut Road	W Glenwood Avenue	Arterial	4 Lanes	\$ 1,821,592	\$ 1,821,592
17	C025	Linwood Avenue	Daubenberger Road Extension	Verduga Road	Arterial	4 Lanes	\$ 3,340,077	\$ 820,863
18	C026	Main Street	Washington Road	Tegner Road	Arterial	4 Lanes	\$ 8,222,976	\$ 2,692,005
19	C027	Linwood Avenue	West Avenue	Lander Avenue	Arterial	4 Lanes	\$ 2,393,837	\$ 1,737,233
20	C028	Linwood Avenue	5th Street	Golf Road	Arterial*	4 Lanes	\$ 880,531	\$ 880,531
21	C029	Linwood Avenue	Johnson Road	Daubenberger Road Extension	Arterial	4 Lanes	\$ 4,451,047	\$ 3,579,787
22	C030	Main Street	Tegner Road	Walnut Road	Arterial	4 Lanes	\$ 5,421,096	\$ 3,220,632
23	C032	Olive Avenue	Canal Drive	Hawkeye Avenue	Arterial*	4 Lanes	\$ 4,336,670	\$ 4,336,670
24	C034	Olive Avenue	Hawkeye Avenue	North Avenue	Arterial*	4 Lanes	\$ 824,038	\$ 824,038
25	C035	Tegner Road Extension	Main Street	Fulkerth Road	Arterial	2 Lanes	\$ 5,082,801	\$ -
26	C037	Tegner Road	Fulkerth Road	Tuolumne Road	Arterial	4 Lanes	\$ 3,481,602	\$ 843,278
27	C039	Verduga Road	Hawkeye Avenue	East Avenue	Expressway	4 Lanes	\$ 8,746,151	\$ 1,586,880
28	C040	Verduga Road	East Avenue	Linwood Avenue	Expressway	4 Lanes	\$ 10,375,025	\$ 2,815,024
29	C041	Waring Road Extension	East Avenue	Linwood Avenue	Collector	2 Lanes	\$ 6,807,108	\$ -
30	C050	East Avenue	Golden State Boulevard	Berkeley Avenue	Arterial*	4 Lanes	\$ 2,705,462	\$ 2,705,462
31	C051	East Avenue	Berkeley Avenue	Johnson Road	Arterial*	4 Lanes	\$ 256,811	\$ 256,811
32	C052	Fulkerth Road	Washington Road	Tegner Road	Arterial	4 Lanes	\$ 9,646,947	\$ 1,928,162
33	C053	Olive Avenue	Tuolumne Road	Tornell Avenue	Arterial*	4 Lanes	\$ 1,308,395	\$ 1,308,395
34	C057	Morgan Ranch Arterial	Glenwood Avenue	Golf Road	Arterial	2 Lanes	\$ 8,959,241	\$ 1,473,601
35	C058	Northeast Expressway	Christofferson Parkway @ Berkeley Avenue	Hawkeye Avenue @ Verduga Road	Expressway	4 Lanes	\$ 29,862,617	\$ 6,221,105
36	C059	Morgan Ranch Arterial	Lander Avenue	Glenwood Avenue	Arterial	4 Lanes	\$ 3,404,630	\$ 722,531
37	CITY COST/FT	Canal Drive Extension	Washington Road	Walnut Avenue	Collector	2 Lanes	\$ 2,592,699	\$ -
Total Roadway Projects							\$ 203,960,464	\$ 60,451,240



City of Turlock Capital Facility Fees Update



Median Landscaping Projects

No.	FILE NAME	ROADWAY	FROM	TO	LENGTH	ASSUMED MEDIAN LENGTH	CFF COST
1		Fulkerth Road	Tully Road	Golden State Boulevard	2300	1840	\$ 228,637
3		Golden State Boulevard	Tuolumne Road	Fulkerth Road	3500	2800	\$ 347,926
2		Golden State Boulevard	20th Century Boulevard	Canal Drive	2700	2160	\$ 268,400
3		Golden State Boulevard	Geer Road	F Street	4600	3680	\$ 457,274
4		Hawkeye Avenue	Dels Lane	Colorado Avenue	6600	5280	\$ 656,089
5		Lander Avenue	Castor Street	Linwood Avenue	4000	3200	\$ 397,630
6		Monte Vista Avenue	Four Seasons Drive	Crowell Road	2400	1920	\$ 238,578
7		Monte Vista Avenue	Geer Road	Olive Avenue	2600	2080	\$ 258,459
8		Monte Vista Avenue	Olive Avenue	Amethyst Way	3800	3040	\$ 377,748
						Total Roadway Proje	\$ 3,230,741



City of Turlock Capital Facility Fees Update



Intersection Improvement Projects

No.	FILE NAME	NORTH / SOUTH STREET	EAST / WEST STREET	PROPOSED IMPROVEMENTS	TOTAL COST	CFF Share
1		Berkeley Avenue	East Avenue	2-Lane Arterial at 4-Lane Arterial/Expressway (Detail 13)	\$ 3,756,802	\$ 857,267
2		Countryside Boulevard	Monte Vista Avenue	Additional Left Turn Storage	\$ 147,461	\$ 134,915
3		Daubenberger Road	Canal Drive	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
4		Daubenberger Road	East Avenue	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
5		Daubenberger Road Extension	Linwood Avenue	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
6		Golden State Boulevard	East Avenue	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 3,827,595	\$ 843,212
7		Golden State Boulevard	Berkeley Avenue	CITY-PROVIDED COST	\$ 1,460,000	\$ 1,460,000
8		Golf Road	Linwood Avenue	2-Lane Arterial at 4-Lane Arterial/Expressway (Detail 13)	\$ 3,756,802	\$ 857,267
9		Golf Road	Morgan Ranch Arterial	2-Lane Arterial at 2-Lane Arterial (Detail 12)	\$ 2,547,342	\$ 380,248
10		Johnson Road	East Avenue	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
11		Lander Avenue	Linwood Avenue	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
12		Lander Avenue	East Glenwood Avenue	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
13		Morgan Ranch Arterial	East Glenwood Avenue	Roundabout	\$ 2,200,000	\$ 1,012,000
14		Northeast Expressway	Hawkeye Avenue	Collector at 4-Lane Expressway (Detail 10)	\$ 2,717,888	\$ 492,321
15		Olive Avenue	Hawkeye Avenue	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
16		Quincy Road	Monte Vista Avenue	Add left turn pockets and signalize	\$ 543,968	\$ 543,968
17		Tegner Road	Tuolumne Overcrossing	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
18		Tegner Road	Fulkerth Road	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
19		Tegner Road	Main Street	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
20		Tegner Road	Linwood Avenue	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
21		Tegner Road Extension	Canal Drive Extension	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
22		Verduga Road	Canal Drive	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
23		Verduga Road	East Avenue	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
24		Verduga Road	Linwood Avenue	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 3,827,595	\$ 843,212
25		Walnut Avenue	Linwood Avenue	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
26		Waring Road Extension	East Avenue	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
27		Waring Road Extension	Linwood Avenue	Collector at 4-Lane Arterial (Detail 9)	\$ 3,119,677	\$ 608,933
28		Washington Road	Fulkerth Road	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 3,827,595	\$ 843,212
29		Washington Road	Canal Drive Extension	Collector at 4-Lane Expressway (Detail 10)	\$ 2,717,888	\$ 492,321
30		Washington Road	Main Street	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 5,103,459	\$ 1,124,282
31		Washington Road	Linwood Avenue	4-Lane Arterial at 4-Lane Arterial/Expressway (Detail 15)	\$ 3,827,595	\$ 843,212
				Total Intersection Projects	\$ 109,166,753	\$ 25,202,084



City of Turlock Capital Facility Fees Update



Intersection Signalization & Other Projects

(note: Some intersection improvement projects also include signalization; this section covers intersections where signalization only is proposed)

No.	INTERSECTION	PROPOSED IMPROVEMENTS	TOTAL COST	CFF COST
1	Monte Vista Avenue / Fosberg Road	Install Traffic Signal	\$ 250,000	\$ 250,000
2	Monte Vista Avenue / Geer Road	Install Traffic Signal & Turn Lanes	\$ 500,000	\$ 500,000
3	Lander Avenue / F Street	Install Traffic Signal	\$ 250,000	\$ 250,000
4	Golden State Boulevard / Hawkeye Avenue	Install Traffic Signal & Turn Lanes	\$ 500,000	\$ 500,000
5	Geer Road / Calaveras Way	Install Traffic Signal	\$ 250,000	\$ 250,000
6	Geer Road / Taylor Road	Install Traffic Signal & Turn Lanes, Replace Culvert	\$ 750,000	\$ 750,000
7	Fulkerth Road / Diane Drive	Install Traffic Signal & Realign Intersection	\$ 1,400,000	\$ 1,400,000
8	Berkeley Avenue / East Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
9	Daubenberger Road / Canal Drive	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
10	Daubenberger Road / East Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
11	Daubenberger Road Extension / Linwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
12	Golden State Boulevard / East Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
13	Golden State Boulevard / Berkeley Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
14	Golf Road / Linwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
15	Golf Road / Morgan Ranch Arterial	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
16	Johnson Road / East Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
17	Lander Avenue / Linwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
18	Lander Avenue / East Glenwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
19	Morgan Ranch Arterial / East Glenwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
20	Northeast Expressway / Hawkeye Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
21	Quincy Road / Monte Vista Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
22	Tegner Road / Tuolumne Overcrossing	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
23	Tegner Road / Fulkerth Road	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
24	Tegner Road / Main Street	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
25	Tegner Road / Linwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
26	Tegner Road Extension / Canal Drive Extension	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
27	Verduga Road / Canal Drive	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
28	Verduga Road / East Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
29	Verduga Road / Linwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
30	Walnut Avenue / Linwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
31	Waring Road Extension / East Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
32	Waring Road Extension / Linwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
33	Washington Road / Fulkerth Road	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
34	Washington Road / Canal Drive Extension	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
35	Washington Road / Main Street	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
36	Washington Road / Linwood Avenue	Install New or Replace Existing Traffic Signal	\$ 220,000	\$ 220,000
Total Intersection Projects			\$ 10,280,000	\$ 10,280,000



City of Turlock
Capital Facility Fees Update



Overcrossing Improvement Projects

No.	PROJECT ID	HIGHWAY	EXISTING CONDITIONS	PROPOSED IMPROVEMENTS	TOTAL COST	CFF COST
1	Linwood Avenue	SR 99		4-Lane Arterial	\$ 11,584,252	\$ 11,584,252
2	Linwood Avenue	Golden State Blvd		4-Lane Arterial	\$ 12,092,615	\$ 12,092,615
3	Tuolumne Road	SR 99		Project 683 - 4-Lane Collector/Arterial	\$ 5,523,782	\$ -
Total Overcrossing Projects					\$ 29,200,649	\$ 23,676,867



City of Turlock
Capital Facility Fees Update



Interchange Improvement Projects

No.	PROJECT ID	HIGHWAY	EXISTING CONDITIONS	PROPOSED IMPROVEMENTS	TOTAL COST	CFF COST
1	Fulkerth Road Interchange	99			\$ 9,250,000	\$ 9,250,000
2	Lander Avenue Interchange	99			\$ 2,000,000	\$ 2,000,000
3	Main Street Interchange	99			\$ 16,625,893	\$ 16,625,893
4	Taylor Road Interchange	99			\$ 10,363,703	\$ 10,363,703
5	SR 165 Interchange	99			\$ 21,000,000	\$ 5,250,000
Total Interchange Projects					\$ 59,239,596	\$ 43,489,596

Bike Facility Cost Worksheet

Length of Road

Bike Lane Class II Cost

	qty	unit	unit cost	total
Thermoplastic Striping	1118700	LF	\$0.50	\$559,350
Pavement Markings	9788.625	SF	\$3.00	\$29,366
Signs	699	EA	\$200.00	\$139,838

TOTAL

Length of Road Width of Bike Path feet

Bike Lane Class I cost

	qty	unit	unit cost	total
Type A Asphalt Concr	8,275	Ton	\$90.00	\$744,731
Class 2 Aggregate Bas	5,636	CY	\$45.00	\$253,633
Thermoplastic Striping	136962	LF	\$0.50	\$68,481
Pavement Markings	1597.89	SF	\$3.00	\$4,794
Signs	114	EA	\$200.00	\$22,827
			subtotal	\$1,094,466
Contingency for Grading			15.00%	\$164,170

TOTAL

City Council Staff Report

December 10, 2024



From: Nick Showalter, Information Technology Director
Prepared by: Janelle Rodrigues, Staff Services Assistant
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an evergreen Agreement (City Contract No. 2025-053) with Charter Communications Operating, LLC for an upgraded Spectrum Enterprise fiber internet connection with 1 Gigabit (1G) download and 1G upload speeds that serve City Hall and all other City facilities except for the Public Safety Facility and Fire Stations 33 and 34 to be expensed from Fund 501 "Information Technology" account number 501-10-130.45007 "City Wide Internet" with automatic one (1) year renewals unless terminated in writing by either party, and authorizing the City Manager to contract directly with Charter Communications Operating, LLC for internet-based services in the future to meet the needs of the City, contingent on the availability of budgeted funds for the IT Department.

2. DISCUSSION OF ISSUE:

Spectrum Enterprise fiber internet currently provides 25 Megabits per second (Mbps) of internet speed services to City Hall and all other City facilities except for Public Safety Facility and Fire Stations 33 and 34. City-staff currently also rely on 1Gigabit per second (Gbps) (1 Gbps = 1000 Megabits per second) of bandwidth from AT&T in addition to the 25 Mbps from Spectrum Enterprise which we've purchased through their parent company, Charter Communications. Ideally, both services work simultaneously through an internet speed-traffic controlling device which distributes internet traffic from both connections, depending on the City's internet use. On Friday 8/23/2024 the City's primary 1G internet service from AT&T lost connection and City facilities were dependent on the Spectrum Enterprise 25 Mbps connection. AT&T's 1G service was restored on 8/30/2024. The City's IT team worked tirelessly to troubleshoot the problem, only to learn that it was an issue caused by the service provider that had to be escalated all the way up to AT&T's technical support tiers. As a consequence, the ongoing process of troubleshooting and support escalation took seven (7) days. During this time, the City was still able to access the internet via the slower 25 Mbps connection through Charter/Spectrum. However, the 25 Mbps proved to be inadequate in supplying internet to City facilities.

3. BASIS OF RECOMMENDATION:

On March 14, 2017, the City Council approved the agreement with Charter Communications for internet service for five (5) years, with the option to extend the Agreement for two (2) additional 5-year terms. At that time, the service included 20 Mbps. Based on our ability to rely on AT&T, we renewed our Charter service in 2022 at 25 Mbps for download and 25 Mbps upload speeds. In light of AT&T's service outage issues in recent months, and as the City continues to grow and require more internet-based applications, our recommendation is to bring our Charter connection up to 1G of bandwidth. As a result, we will have a more reliable failsafe in place, faster download and upload speeds, and a more robust and secure connection as it runs simultaneously with AT&T.

4. FISCAL IMPACT / BUDGET AMENDMENT:

We currently pay \$399 per month from Charter/Spectrum for 25 Mbps which is a 40x slower internet service. The upgraded internet cost for 1G will be \$1,049 per month (\$12,588 annually) through the first 3 years of the agreement with the possibility of the service provider increasing the cost in the future. Costs for the upgraded internet service will continue to be expensed from Fund 501 "Information Technology" account number 501-10-130.45007 "City Wide Internet". Appropriate funds have been allocated during the Fiscal Year 2024-2025 process.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

8. ALTERNATIVES:

Council may opt not to approve the evergreen agreement with Charter Communications. However, this alternative is not recommended due to the potential for future internet service disruptions from service providers that may be beyond the City's control. Potential future service disruptions would result in a loss of productivity and efficiency if the City becomes dependent on a slower connection. Having redundant internet connections at the same speeds allows the City to remain resilient with minimal loss to operations and business needs.

9. ATTACHMENTS:

1. Draft Reso - Charter
2. Agreement Charter Spectrum 24
3. Spectrum_1GIG.36mos

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN }
EVERGREEN AGREEMENT (CITY CONTRACT }
NO. 2025-053) WITH CHARTER }
COMMUNICATIONS OPERATING, LLC IN A }
FORM APPROVED BY THE CITY ATTORNEY, }
FOR AN UPGRADED SPECTRUM ENTERPRISE }
FIBER INTERNET CONNECTION WITH }
1 GIGABIT (1G) DOWNLOAD AND 1G UPLOAD }
SPEEDS THAT SERVE CITY HALL AND ALL }
OTHER CITY FACILITIES EXCEPT FOR THE }
PUBLIC SAFETY FACILITY AND FIRE }
STATIONS 33 AND 34 TO BE EXPENSED FROM }
FUND "CITY WIDE INTERNET" WITH }
AUTOMATIC ONE (1) YEAR RENEWALS }
UNLESS TERMINATED IN WRITING BY EITHER }
PARTY, AND AUTHORIZING THE CITY }
MANAGER TO CONTRACT DIRECTLY WITH }
CHARTER COMMUNICATIONS OPERATING, }
LLC FOR INTERNET-BASED SERVICES IN THE }
FUTURE TO MEET THE NEEDS OF THE CITY, }
CONTINGENT ON THE AVAILABILITY OF }
BUDGETED FUNDS FOR THE IT DEPARTMENT. }

RESOLUTION NO. 2025-

WHEREAS, Spectrum Enterprise Fiber Internet connectivity is essential to the functionality of all City-staff at City Hall and all other City facilities except for the Public Safety Facility and Fire Stations 33 and 34; and

WHEREAS, the consequence of the service disruption on August 23rd, 2024 was seven days of inadequate internet speed resulting in a decline of city-staff productivity; and

WHEREAS, an upgraded internet service was specifically identified by the office of the City Manager to provide a more robust connection that prevents City-wide service disruptions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve an evergreen Agreement (City Contract No. 2025-053) with Charter Communications Operating, LLC in a form approved by the City Attorney, for an upgraded Spectrum Enterprise fiber internet connection with 1 Gigabit (1G) download and 1G upload speeds that serve City Hall and other City facilities except for the Public Safety Facility and Fire Stations 33 and 34 to be expensed from Fund "City Wide Internet" with automatic one (1) year renewals unless terminated in writing by either party, and authorizing the City Manager to contract directly with Charter Communications Operating, LLC for internet-based services in the future to meet the needs of the City, contingent on the availability of budgeted funds for the IT Department.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service attached hereto ("Terms of Service") with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the services hereunder ("Spectrum").

Spectrum Sales Support Contact Information

Spectrum Account Executive: **Tom Phillips**
 Office: **(408) 846-3775** Mobile: **(408) 846-3775**
 Email: **tom.phillips@charter.com**

Customer Information

Customer Name (Exact Legal Name): City of Turlock				
Street Address: 156 S. Broadway	Suite: 112	City: Turlock	State: CA	Zip: 95380
Customer's Main Tel. No.: (209) 668-6024				
Customer Contact Name: Janelle Rodrigues	Email: jrodrigues@turlock.ca.us		Tel No: (209) 668-6024	
Billing Address: 156 S. Broadway	Suite: 112	City: Turlock	State: CA	Zip: 95380
Billing Contact Name: Janelle Rodrigues	Email: jrodrigues@turlock.ca.us		Tel No: (209) 668-6024	

Agreement

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By:	By:
Name: Reagan M. Wilson	Name:
Title: City Manager	Title:
Date:	Date:

By:
Name: Nick Showalter
Title: IT Director
Date:

APPROVED AS TO FORM:
BY:
Name: George A. Petrulakis
Title: City Attorney
Date:
ATTEST:
By:
Name: Julie Christel
Title: City Clerk
Date:

COMMERCIAL TERMS OF SERVICE

These Terms of Service include all Service Attachments (defined below), any applicable Service Level Agreements, and all other documents identified hereunder, each of which are incorporated herein by reference. The Service Attachments further describe Spectrum's services (each a "Service" and collectively the "Services") and set forth additional terms and conditions for the applicable Service. Spectrum and Customer may each be referred to herein as a "Party" and collectively as the "Parties."

GENERAL

1. SERVICE AGREEMENT TERM. The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum's commencement of performance (the "Effective Date"). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the "Term").

2. SERVICES. Customer shall request Services hereunder by submitting Service Orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated by: (a) Spectrum's written acceptance, (b) Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

3. ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

4. AVAILABILITY OF FACILITIES. Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without additional expense, suitable facilities, third-party connections, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. If Spectrum is unable to secure and retain such items in accordance with the foregoing, Spectrum may decline to accept or cancel a Service Order upon notice to Customer in accordance with Section 5(f). Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

5. SERVICE LOCATION ACCESS AND INSTALLATION.

(a) Access. Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, wiring, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

(b) Installation Review. Spectrum may perform, either before or after acceptance of a Service Order, an installation review (including a review of Customer's inside wiring) of each proposed Service Location prior to installation of the Services to determine the serviceability of such network location and/or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location.

(c) Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services.

In addition, Customer shall provide Spectrum with floor space, rack space, other space, wiring (except if wiring is to be provided by Spectrum as set forth below), and clean power all as is reasonably necessary for the installation, operation, and delivery of Spectrum Equipment and Services at the Service Location(s). Notwithstanding the foregoing, any wiring that Spectrum installs between the point of entry into the building at the Service Location to the applicable network interface device ("NID") is referred to herein as "Demarc Wiring." Any wiring from the NID to the terminating equipment at the Service Location (e.g., cameras, WiFi access points, phones, etc.) is referred to herein as "Inside Wiring." Spectrum will install Demarc Wiring as necessary in connection with installation of the Service. Additionally, Spectrum offers a wiring installation service related to certain Services, whereby Spectrum will install Inside Wiring if selected by Customer and Customer enters a Service Order for such installation. With regard to both Demarc Wiring and Inside Wiring that Spectrum installs, such wiring is considered part of the Spectrum Equipment.

Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, inside wiring, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services shall not release Customer from its obligation to pay Service Charges (defined below) for any Services that would otherwise be available for Customer's use.

(d) Installation. Spectrum will schedule one or more installation visits with Customer. At Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; (iii) Spectrum's inability to obtain access to equipment at the Service Location as necessary for installation of the Service, or (iv) Customer's Equipment (as defined herein) being inadequate to interconnect with the Services, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in a Service Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

(e) Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

(f) Service Order Revisions and Cancellations. If, either before or after a Service Order is executed, or during the course of this Service Agreement, Spectrum determines that: (i) there is a lack of available service, facilities, or other items as detailed in Section 4, or the criteria outlined in Section 5 are not met; (ii) additional work is necessary to enable Spectrum to deliver the Services to the Service Location; (iii) access, transmission medium, equipment, adequate transmission capacity, services from or interconnection with the services or facilities of other providers, would require an additional cost or are unavailable; (iv) Customer's inside wiring is causing signal leakage which violates the Federal Communications Commission's guidelines; or (v) there is any other cause beyond Spectrum's control that causes an adverse effect on Spectrum's ability to provide the Service, then Spectrum may, at Spectrum's sole discretion, either decline to accept or cancel a Service Order. Alternatively, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Spectrum notifies Customer that additional Service Charges will apply and if Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to cancel the applicable Service at the applicable Service Location or, if no Service Order has been executed, Spectrum has the right to decline to accept a pending Service Order.

6. EQUIPMENT.

(a) Equipment Responsibilities and Safeguards. Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software on the Spectrum Equipment not provided by Spectrum, or otherwise tamper with or use any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.

(b) Customer Security Responsibilities. Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

(c) Equipment Return, Retrieval, Repair, and Replacement. Upon termination or expiration of this Service Agreement or Service Order(s) ("Termination"): Customer shall immediately cease all use of and promptly return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software"). Additionally at the discretion and direction of Spectrum: (x) Customer shall return the Spectrum Equipment to Spectrum; (y) Customer shall allow Spectrum to retrieve the Spectrum Equipment, which Spectrum Equipment must be in the condition in which the Spectrum Equipment was originally received by Customer, subject to ordinary wear and tear; or (z) Spectrum may choose not to recover all or certain portions of the Spectrum Equipment at the Customer's Location.

If, upon Spectrum's request, Customer fails to return the Spectrum Equipment, or does not allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated, Spectrum may, at its discretion charge Customer an amount equal to: (i) Spectrum's then-applicable unreturned equipment charge, or the retail cost of replacement of the unreturned Spectrum Equipment; plus (ii) any and all costs and expenses incurred by Spectrum in obtaining or attempting to regain possession of the Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects. The proper disposition of any Spectrum Equipment that is not returned to, or recovered by, Spectrum will be the sole responsibility of Customer, and must be in accordance with applicable laws. The foregoing Customer obligations will survive the termination of Service.

7. STANDARD PAYMENT TERMS. Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, "Service Charges").

(a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs"), such as construction or installation charges, after the Billing Start Date or as specified in the Service Order or as otherwise provided herein. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

(b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation.

Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any federal, state, or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

(c) Change Requests. Any charges associated with a Service, Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be required to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

(d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from the Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third-party damage that may be necessary.

(e) Invoicing Disputes; Late and Collection Fees. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the Service Charges per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card chargebacks. Customer shall be responsible for all expenses, including reasonable attorney's fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

(f) Credit Verification. Spectrum shall have the right to verify Customer's credit standing at any time.

(g) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Service ("Bundle"), then the following conditions shall apply:

- i. In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
- ii. Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.

8. **ADMINISTRATIVE WEBSITE.** Spectrum may, at its sole option, make one or more administrative Websites, including without limitation <https://spectrumenterprise.net/>, available to Customer in connection with Customer's use of the Services (each an "Administrative Website"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Website, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. Customer shall be solely responsible for all use of the Administrative Website. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Website.

Spectrum may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Website will be posted on the site.

9. **SUPPORT.** Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair, and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware, or software for the use of any Service or third-party services. Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party equipment or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum's discretion and subject to Service Charges as set forth in Section 7.

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

(a) Representations. Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.

(b) **No Reselling.** Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.

(c) **No Illegal Purpose or Unauthorized Access.** Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

(d) **No Interference.** Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes, other Services, or third-party providers. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

(e) **Applicable Laws.** With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.

(f) **Acceptable Use.** As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission.

For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.

11. PERFORMANCE. Unless otherwise set forth in a Service Attachment or Service Level Agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS. Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.

13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.

(a) **Default.** A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("**Default**").

(b) **Mutual Termination Rights.** Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.

(c) **Termination for Convenience by Customer.** Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.

(d) Spectrum's Right to Suspend. Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services or any component thereof if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

(e) Termination Charges. Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty.

This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

(f) Survival. The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Service Attachments shall survive the termination or expiration of the Service Agreement.

14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

(a) DISCLAIMER OF WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD-PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

(b) LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS SERVICE AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

15. INDEMNIFICATION.

(a) CUSTOMER INDEMNIFICATION. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third-party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

- i. Customer's misuse of the Services;
- ii. Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement; or
- iii. Personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.

(b) SPECTRUM INDEMNIFICATION. Spectrum shall indemnify and defend the Customer and its directors, officers, agents and employees, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, for bodily injury or tangible property damage directly caused by the gross negligence or willful misconduct of Spectrum, its employees or contractors, at the Service Location(s) as a direct result from Spectrum's installation, removal or maintenance of the Spectrum Equipment.

Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim, at the indemnified party's cost.

16. COMPLIANCE WITH LAWS. As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement.

Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or equipment.

17. REGULATORY CHANGES. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Services, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs or rate schedules with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Services or any portion thereof, then the terms set forth in the applicable tariff or rate schedule shall govern Spectrum's delivery of, and Customer's use or consumption of the Services. In addition, if Spectrum determines that offering or providing the Services, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

18. ARBITRATION. This Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and Customer agree to arbitrate disputes and claims arising out of or relating to this Service Agreement, the Services, the Spectrum Equipment, Network, or marketing of the Services. Notwithstanding the foregoing, either Party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with this Service Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under this Service Agreement may be combined with a claim subject to resolution before a court of law. THIS SERVICE AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

(a) A Party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Service Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

(b) EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. If the arbitrator's award exceeds \$75,000, either Party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing Party must provide the other Party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within one hundred twenty (120) days of the date of the appealing Party's notice of appeal.

The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The Parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. Unless Spectrum and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in **Sacramento, California**.

(c) CUSTOMER AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. CUSTOMER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Customer and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding.

(d) Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Service Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

(e) EXCLUSIONS. CUSTOMER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

- i. ANY INDIVIDUAL ACTION BROUGHT BY CUSTOMER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
- ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- iii. ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

(a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service.

Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party.

Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

(b) Confidentiality. Unless prohibited by the California Public Records Act, California Government Code section 7920 et seq., Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement, or other public statements regarding the Service Agreement without Spectrum's prior consent.

(c) Software. If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

20. PRIVACY. Spectrum maintains a Privacy Policy that provides consumers with notice of Spectrum's collection, use, maintenance, and disclosure of information, and their rights and choices with respect to such practices under applicable US state and/or federal laws and regulations. The Privacy Policy may be found on Spectrum's website at <https://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in a Service Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

21. NOTICES.

(a) Except for notice to terminate the Service Agreement or to disconnect any Services as set forth in Section 21(b) below, all other notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses

If to Spectrum:

Charter Communications Operating, LLC
ATTN: Commercial Customer Agreements
Corporate - Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address or as set forth in the Service Agreement. Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum's request, Customer will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

(b) Disconnect Notice. Customer may disconnect a Service or all Services under the Services Agreement by following the instructions available at this link: <https://enterprise.spectrum.com/support/fq/account/how-to-cancel-service.html> (such instructions in the link may be updated from time to time).

22. MISCELLANEOUS.

(a) Entire Agreement. These Terms of Service incorporate all applicable Service Attachments located at <https://enterprise.spectrum.com/legal/terms-and-conditions.html> (or successor URL), as the same are updated from time to time ("Service Attachments"). A Service Attachment will apply only if Customer purchases Service(s) associated with the particular Service Attachment, and Customer's use of the Service(s) shall be deemed Acknowledgement that Customer has read and agreed to the applicable Service Attachments. The Service Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. The Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of the Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of the Services.

Customer should also consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs, online product descriptions, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum's Policies as a part of the Service Agreement.

(b) Signatures; Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.

(c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control.

To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.

(d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.

(e) Severability. To the extent any term, covenant, condition or portion of this Service Agreement is held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.

(f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

(g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of **California** shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the **United States District Court for the Eastern District of California** or, if such court would not have jurisdiction over the matter, then only in a **California** state court sitting in **Stanislaus County**.

Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum.

Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in **Stanislaus County**, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

Except as otherwise specified in Section 7(e), any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

(h) No Third-Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective Parties, and no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

(i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.

(j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

(k) Insurance. Spectrum shall not commence work under this Agreement until Spectrum has obtained Customer's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Spectrum allow any subservice provider to commence work on a subcontract until all similar insurance required of the subservice provider shall have been so obtained and approved. Spectrum shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Spectrum, its agents, representatives, employees, or subservice providers. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to Customer.

- i. **General Liability Insurance:** Spectrum 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) per occurrence, Four Million Dollars (\$4,000,000) 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. Spectrum's general liability policies shall be primary and not seeking contribution from the Customer's coverages and be endorsed using Insurance Services Office form CG 20 10 to provide that Customer 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.
- ii. **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). Contractor shall submit to Customer, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Customer, its officers, agents, employees, and volunteers.
- iii. **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) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.
- iv. **Cyber Liability Insurance:** When applicable, Spectrum must carry Cyber Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Spectrum in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- v. **Umbrella or Excess Policy:** Spectrum may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

- vi. **Other Insurance Provisions:** The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:
- a. Customer, 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 Spectrum, 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 Spectrum'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 Spectrums Protective Liability policy providing both ongoing operations and completed operations coverage.
 - b. For any claims related to this project, Spectrum's insurance coverage shall be primary insurance as respects Customer and any insurance or self-insurance maintained by Customer shall be excess of Spectrum's insurance and shall not contribute with it.
 - c. In the event of cancellation, the insurer, broker/producer, or Spectrum shall provide Customer with thirty (30) days' prior written notice of such cancellation.
 - d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
 - e. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VIII or with an insurer to which the Customer has provided prior approval.
 - f. **Verification of Coverage:** Spectrum shall furnish Customer with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Customer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Spectrum's obligation to provide them. Customer reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.
 - g. **Waiver of Subrogation:** With the exception of professional liability, Spectrum hereby agrees to waive subrogation which any insurer of Spectrum may acquire from Spectrum 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 Customer for all work performed by Spectrum, its agents, employees, independent Service Providers and subservice providers. Spectrum agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
 - h. **Subservice providers:** Spectrum shall include all subservice providers as insureds under its policies or shall furnish separate certificates and endorsements for each subservice provider. All coverages for subservice providers shall be subject to all of the requirements stated herein.

SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information
Contact: Tom Phillips
Telephone: 4088463775
Email: tom.phillips@charter.com

Customer Information		
Customer Name CITY OF TURLOCK	Order # 14494350	
Address 156 S BROADWAY STE 112 TURLOCK CA 95380		
Telephone (209) 668-6024	Email: jrodrigues@turlock.ca.us	
Contact Name Janelle Rodrigues	Telephone (209) 668-6024	Email: jrodrigues@turlock.ca.us
Billing Address 156 S BROADWAY STE 112 TURLOCK CA 95380		
Billing Contact Name	Telephone	Email:

NEW AND REVISED SERVICES AT 156 S BROADWAY Unit STE116, TURLOCK CA 95380				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Fiber Internet 1Gbps	36 Months	1	\$1,049.00	\$1,049.00
Static IP Address	36 Months	1	\$0.00	\$0.00
TOTAL*				\$1,049.00



1. **TOTAL CHARGE(S).** TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE MONTHLY INVOICE.
2. **TAXES.** PLUS APPLICABLE TAXES, FEES, AND SURCHARGES AS PRESENTED ON THE RESPECTIVE INVOICE(S).
3. **SPECIAL TERMS.**

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE

Signature: _____

Printed Name: Janelle Rodrigues

Title: _____

Date: _____

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Spectrum Enterprise

Fiber Internet Access Service Level Agreement

This Service Level Agreement (“SLA”) for Spectrum Enterprise (“Spectrum”) Fiber Internet Access (referred to herein as “FIA” or the “Service”) is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Service Agreement”). To the extent any provision of this SLA conflicts with the Service Agreement, this SLA shall control. Performance goals for the Services (“SLA Targets”) are set forth in the tables below. Capitalized words used but not defined herein shall have the meanings assigned to them in the Service Agreement.

I. Priority Classification and Definitions

Priority classifications for Service Disruptions and Service Degradations are described as follows:

Priority	Criteria
Priority 1	- Service Disruption resulting in a total loss of Service; or - Service Degradation to the point where Customer is unable to use the Service (each a “Priority 1 Outage”)
Priority 2	Service Degradation where Customer is able to use the Service
Priority 3	- A service problem that does not impact the Service; or - A single non-circuit specific quality of Service inquiry

As used in this SLA, the following terms have the meanings assigned below:

“Service Disruption” is defined as an outage, disruption, or degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum network hub; or (ii) exchange network traffic with another Spectrum network hub. The Service Disruption period begins on the earlier of (i) when Spectrum opens a trouble ticket in connection with a Service Disruption that Spectrum detects and verifies, or (ii) when Customer reports a Service Disruption by contacting Enterprise Technical Support, and then Spectrum validates that the Service is affected and creates a corresponding trouble ticket. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service, such as failure of the Service to achieve the SLA Targets for Latency/Frame Delay, Jitter/Frame Delay Variation, or Packet Delivery.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer’s Service Location to troubleshoot, repair or replace equipment or the Service, (iv) Service problems resulting from acts or omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer does not release the Service for testing, and (vii) Force Majeure Events.

II. SLA Targets for FIA Service

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Delivery
End to End: 100%	Priority 1 Outages within 4 hours	≤ 35ms	≤ 1ms	≥ 99.99%

SLA Targets are measured from Customer’s Service Location to the location where Spectrum Enterprise (“Spectrum”) has local access to the Internet (i.e., the Spectrum point of presence) at the individual circuit or Service level, and any applicable credits are issued only for the affected FIA circuit or Service (the “Affected Service”).

III. SLA Calculations

1. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month, less the number of minutes in the calendar month that the Service is unavailable due to a Priority 1 Outage (“Downtime”), with such difference divided by the total number of minutes in the calendar month, and expressed as a percentage.

Service Availability per calendar month is calculated as follows:

Service Availability = $\frac{\text{Total number of minutes in the calendar month} - \text{Downtime}}{\text{Total number of minutes in a calendar month}} \times 100$
--

2. Mean Time to Restore (“MTTR”)

The MTTR SLA Target is applicable to Priority 1 Outages and is measured, each calendar month, as the average time for Spectrum to restore Priority 1 Outages calculated as the cumulative length of time it takes Spectrum to restore a Service following a Priority 1 Outage divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the respective calendar month for the Service.

MTTR per calendar month is calculated as follows:

Mean Time to Restore = $\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service in the calendar month}}{\text{Total number of Priority 1 Outage trouble tickets per Service in the calendar month}}$

3. Latency/Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every five (5) minutes during a calendar month (except during an Excluded Disruption), to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency/Frame Delay is calculated as follows:

Latency or Frame Delay Average (ms) = $\frac{\text{Sum of the roundtrip delay measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}$

4. Packet Delivery

Packet Delivery is defined as the percentage of frames that are successfully received compared to the total frames that are sent in a calendar month (except during an excluded Disruption). The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Delivery is calculated as follows:

Packet Delivery (%) = $\frac{\text{Number of frames delivered in the calendar month}}{\text{Total frames sent in the calendar month}} \times 100$
--

5. Jitter/Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point. Spectrum measures a sample set of frames every five (5) minutes during a calendar month (except during an Excluded Disruption), and determines the average delay between consecutive frames within each sample set. The monthly Jitter/Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter/Frame Delay Variation is calculated as follows:

Jitter or Frame Delay Variation Average (ms) =	$\frac{\text{Sum of the Frame Delay Variation measurements for a Service in the calendar month}}{\text{Total number of measurements for a Service in the calendar month}}$
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IV. Remedies

1. Service Credits

If a Service fails to satisfy the SLA Targets during any calendar month and Customer is in compliance with the terms of the Service Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges (“MRC”) for the Affected Service as set forth in the tables below. Any credit to be applied will be offset against amounts due from Customer to Spectrum in the billing cycle following the date Spectrum makes its credit determination. Credit requests must be submitted to Spectrum within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability Credits		
Downtime		Service Credit
> 0	< 1 hour	10% of MRC
≥ 1 hour	< 2 hours	20% of MRC
≥ 2 hours	< 4 hours	30% of MRC
≥ 4 hours	< 8 hours	40% of MRC
≥ 8 hours	< 12 hours	50% of MRC
≥ 12 hours	< 16 hours	80% of MRC
≥ 16 hours		100% of MRC

Mean Time To Restore (“MTTR”) Credits		Latency/Frame Delay (Roundtrip) Credit	Jitter/Frame Delay Variation Credit	Packet Delivery Credit
MTTR > 4 hours < 8 hours	40% of MRC	50% of MRC	50% of MRC	50% of MRC
MTTR ≥ 8 hours	50% of MRC			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Service Credits hereunder shall not be cumulative per Service. The aggregate credit amount due to Customer in any month will not exceed 100% of the MRC for the Affected Service. Except as set forth below, the credits described in this SLA shall constitute Customer’s sole and exclusive remedy, and Spectrum’s sole and exclusive liability, with respect to any missed SLA Targets.

2. Chronic Priority 1 Outages

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum within thirty (30) days after the event giving rise to Customer’s termination right; (iii) Customer shall have paid Spectrum all amounts due at the time of such termination for all Services provided by Spectrum pursuant to the Service Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits.

V. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. local time.



CUSTOMER POINT OF CONTACT INFORMATION

Spectrum Enterprise Point of Contact Information Sheet	Please use this form to provide updated contact information for your individual sites.				Is site specific contact info needed?	
Charter Contact (Sales)	Tom Phillips		Service Order Number:	06425810	Do all sites share one contact?	
Service Location	Local Site Contact Information			Technical Contact Information (ie. Phone/Data Vendor)		
Street Address	Site Contact Name	Site Contact Phone Number	Site Contact Email	Technical Contact Name	Technical Contact Phone Number	Technical Contact Email
156 S BROADWAY Unit STE116, TURLOCK CA 95380						

City Council Staff Report

December 10, 2024



From: Anthony Sims, Economic Development/Communications Director
Prepared by: Anthony Sims, Economic Development/Communications Director
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Extend the Downtown Turlock Security Enhancement Pilot Program for one (1) additional year, extending to December 31, 2025

2. DISCUSSION OF ISSUE:

At the September 26, 2023 City Council Meeting, the Turlock Police Department entered into an agreement with Fusus to provide real time crime reporting and security enhancements by way of video surveillance technology and communication throughout Turlock. City Council had expressed interest in identifying strategies to incorporate Fusus technology with Turlock businesses.

At the December 12, 2023 City Council meeting, City Council approved a resolution to appropriate funds from Fund 120 "Tourism" unrestricted reserves in the amount of \$20,650.00 to account 120-10-120.43074 Downtown Turlock Security Enhancement Pilot Program" that will run from January 2024 through the end of December 2024.

City Staff collaborated with Turlock Police Department Staff to develop a strategic pilot program utilizing Fusus technology. The DowntownTurlock Security Enhancement Pilot Program will provide an opportunity for Turlock businesses to add security enhancements by way of Fusus' video surveillance technology and real-time crime reporting. The pilot program will allow Turlock Police Department the ability to expedite service calls and have access to live camera feeds from participating businesses when a crime related event occurs.

For a business to participate in the Fusus video surveillance program, there is a one-time cost of \$200 for a Fusus service box, and \$150 annual subscription. The Pilot Program will fund the first-year costs for up to 59 businesses. Businesses interested in participating in the pilot program will be assisted by Turlock Police Department to facilitate the onboarding process with Fusus. Participating businesses will be required to provide a general release of liability in favor of the City for use of the Fusus service.

Upon conclusion of the first year, if the participating business wishes to continue the Fusus service, the participating business will be responsible for the annual subscription cost, to be paid to Fusus. City Staff will work with Turlock Police Department to strategically identify downtown businesses to participate in the Pilot program. Businesses that participate will provide an opportunity for Turlock Police Department to access business cameras, to effectively respond to crime in real time.

The Downtown Turlock Security Enhancement Pilot Program was originally limited to businesses located in the downtown district. Due to low participation, the City modified the

program allowing all Turlock businesses to participate. City staff and Turlock Police Department staff have conducted numerous meetings and information sessions with Turlock businesses, and the program has gained more interest. There are currently nine (9) businesses enrolled in the program, and approximately eleven (11) businesses have started the process of enrolling.

The current pilot program is set to expire on December 31, 2024. Staff is requesting the pilot program be extended for one (1) additional year, extending the expiration date to December 31, 2025, so that staff has time to maximize the program funds, which would allow a total of 59 businesses to participate.

3. BASIS OF RECOMMENDATION:

The DowntownTurlock Security Enhancement Pilot Program has started to gain momentum in interest from Turlock businesses. Extending the program one (1) year will provide more time to maximize program participation. The pilot program will provide further security enhancements for businesses and will allow Turlock Police Department the ability to expedite service calls and have access to live camera feeds from participating businesses when a crime related event occurs.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The DowntownTurlock Security Enhancement Pilot Program was approved by City Council on 12/12/2023, and an appropriation of funds from Fund 120 "Tourism" unrestricted reserves in the amount of \$20,650.00 to account 120-10-120.43074 "Downtown Turlock Security Enhancement Pilot Program" was requested to run from January 2024 through the end of December 2024. Council is being asked to extend the program one (1) year, to expire on December 31, 2025, or until funds allocated to this program have been exhausted. If funds are not utilized within this fiscal year, the fund will be re-appropriated in the fiscal year 2025-2026 budget process.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

City Council may choose not to extend the Pilot Program one (1) additional year and let the program expire on December 31, 2024.

9. ATTACHMENTS:

None

City Council Staff Report

December 10, 2024



From: Jessie Dhami, Human Relations Director
Prepared by: Darlene Ingersoll, Principal HR Analyst
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Approving the Tentative Agreement updating the Memorandum of Understanding ("MOU") between the City of Turlock ("City") and the Turlock City Employees Association ("TCEA"), covering the period of July 1, 2024, through June 30, 2027, and appropriating \$660,944 in Fiscal Year 2024-2025 to various Funds and Accounts for salary and benefit

2. DISCUSSION OF ISSUE:

The current MOU between the City and TCEA expired on June 30, 2024. In or around April 2024, the City began labor negotiations with TCEA in an effort to reach a successor agreement. The Tentative Agreement covers a term of three (3) years, beginning on July 1, 2024, through June 30, 2027.

Key Highlights of the Proposed MOU are summarized below:

Salary Increase: The Tentative Agreement includes a three-and-a-half percent (3.5%) salary increase effective on July 1, 2024, a three percent (3%) salary increase effective July 1, 2025, and a three percent (3%) salary increase effective on July 1, 2026.

Holiday Time: The Tentative Agreement includes "in lieu" holiday time that has been provided to employees in recent years. As referenced in the Tentative Agreement, the "in lieu" holiday time will be taken as follows: 2024: December 23, 26, 27, 30, 31, 2024. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 24, 2024. 2025: December 23, 26, 29, 30, 31, 2025. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 24, 2025. 2026: December 23, 28, 29, 30, 31, 2026. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 24, 2026.

Safety Footwear Allowance: The Tentative Agreement includes an increase of \$100.00 from \$250.00 up to \$350.00 annually for as reimbursement for the purchase of safety footwear for designated employees.

Bereavement Leave: The Tentative Agreement includes that all employees in all departments within TCEA (including probationary employees) are eligible for bereavement leave.

The Tentative Agreement is subject to approval by the City Council before its terms go into effect. The City is informed that TCEA group has ratified the Tentative Agreement referenced herein.

3. BASIS OF RECOMMENDATION:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Appropriating \$660,944 in Fiscal Year 2024-2025 as follows:

Various salary and benefit accounts:

110-10-106	Finance	16,758
110-10-112	General Government	3,369
110-20-200	Police-Special Operations	10,474
110-20-205	Police-Support Operations	17,503
118-20-205	Measure A-Police-Support Operations	2,776
110-20-210	Police-Field Operations	9,492
118-20-210	Measure A-Police-Field Operations	7,458
110-30-300	Fire Operations	3,149
118-30-300	Measure A-Fire Operations	6,547
110-40-400	Development Services-Planning	13,575
110-40-405	Development Services-Building	29,967
110-40-410	Development Services-Engineering	57,380
115-10-115	Measure A Roads	6,620
110-50-500	Public Facilities	7,302
119-50-500	ARPA-Public Facilities	1,064
110-60-600	Parks Maintenance	12,400
118-60-600	Measure A-Parks Maintenance	2,028
119-20-205	ARPA-Support Operations	1,007
119-60-600	APRA-Parks Maintenance	2,005
110-61-620	Recreation Administration	3,318
110-61-624	Recreation Sports	6,853
110-61-630	Recreation Prevention/Youth	2,666
204-50-505	Solid Waste/Recycle/Public Education	2,070
205-60-602	Regional Sports Complex	6,174
205-60-604	Pedretti Sports Complex	3,185
217-50-510	Streets - Gas Tax	19,322
219-40-428	SB1 Road Maint & Rehab	5,178
240-00-000-227	Small Equip. Replace. - Building & Safety	1,928
246-60-600	Landscape Assessment	22,915
255-41-485	CDBG	7,556
256-41-486	Stanislaus Housing Consortium	1,912
410-51-530	WQC-Operations	100,188
410-51-531	WQC-Collection System	29,137
410-51-532	WQC-Storm Basin Maint.	13,516
420-52-550	Water-Operations	98,153
426-40-400-238-001	Transit-Roger K. Fall Transit Center	5,032
426-40-400-240-001	Transit-ADA Paratransit	2,484
426-40-400-241-001	Transit-Fixed Route	11,606
426-40-400-243-001	Transit-Demand Response	2,487
501-10-130	Information Technology-Operations	18,466
501-10-131	Information Technology-GIS	5,200
450-53-550	SRWA	48,116
505-50-525	Fleet	19,208
		647,544

Boot Allowance:

110-10-112	General Government	145
110-20-200	Police-Special Operations	90
110-20-210	Police-Field Operations	200
110-30-300	Fire Operations	10
110-40-405	Development Services-Building	300
110-40-410	Development Services-Engineering	700
110-50-500	Public Facilities	215
110-60-600	Parks Maintenance	520
115-10-115	Measure A Roads	200
118-20-210	Measure A-Police-Field Operations	300

118-30-300	Measure A-Fire Operations	100
118-60-600	Measure A-Parks Maintenance	100
119-50-500	ARPA-Public Facilities	50
119-60-600	APRA-Parks Maintenance	100
205-60-602	Regional Sports Complex	205
205-60-604	Pedretti Sports Complex	105
217-50-510	Streets - Gas Tax	820
219-40-428	SB1 Road Maint & Rehab	200
246-60-600	Landscape Assessment	920
255-41-485	CDBG	100
410-51-530	WQC-Operations	1,800
410-51-531	WQC-Collection System	1,100
410-51-532	WQC-Storm Basin Maint.	420
420-52-550	Water-Operations	2,600
426-40-415-238-001	Transit-Roger K. Fall Transit Center	200
450-53-550	SRWA	1,300
505-50-525	Fleet	600
		13,400

The costs for Fiscal Years 2025-2026 are estimated at \$1,221,474 and 2026-2027 are estimated at \$1,813,156. These amounts will be built into the future budgets.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

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

9. ATTACHMENTS:

1. Draft Resolution
2. Tentative Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

ADOPTING A RESOLUTION APPROVING
THE TENTATIVE AGREEMENT UPDATING
THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TURLOCK
("CITY") AND THE TURLOCK CITY
EMPLOYEES ASSOCIATION COVERING THE
PERIOD OF JULY 1, 2024, THROUGH
JUNE 30, 2027 AND APPROPRIATING
\$660,944 IN FISCAL YEAR 2024-2025 TO
VARIOUS FUNDS AND ACCOUNTS FOR
SALARY AND BENEFIT

}

RESOLUTION NO. 2024-XXX

WHEREAS, the City of Turlock ("City") and the Turlock City Employees Association ("TCEA") entered into a Tentative Agreement for a successor Memorandum of Understanding ("MOU") concluding labor negotiations for Fiscal Year 2024-2025; and

WHEREAS, the Tentative Agreement covers a term of three (3) years, beginning on July 1, 2024, through June 30, 2027; and

WHEREAS, appropriating \$660,944 in Fiscal Year 2024-2025 as follows:

Various salary and benefit accounts:

110-10-106	Finance	16,758
110-10-112	General Government	3,369
110-20-200	Police-Special Operations	10,474
110-20-205	Police-Support Operations	17,503
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110-50-500	Public Facilities	7,302
119-50-500	ARPA-Public Facilities	1,064
110-60-600	Parks Maintenance	12,400
	Measure A-Parks Maintenance	
118-60-600		2,028

119-20-205	ARPA-Support Operations	1,007
119-60-600	APRA-Parks Maintenance	2,005
110-61-620	Recreation Administration	3,318
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Boot Allowance:

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110-40-405	Development Services-Building	300
110-40-410	Development Services-Engineering	700
110-50-500	Public Facilities	215

110-60-600	Parks Maintenance	520
115-10-115	Measure A Roads	200
118-20-210	Measure A-Police-Field Operations	300
118-30-300	Measure A-Fire Operations	100
118-60-600	Measure A-Parks Maintenance	100
119-50-500	ARPA-Public Facilities	50
119-60-600	APRA-Parks Maintenance	100
205-60-602	Regional Sports Complex	205
205-60-604	Pedretti Sports Complex	105
217-50-510	Streets - Gas Tax	820
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420-52-550	Water-Operations	2,600
426-40-415-238-001	Transit-Roger K. Fall Transit Center	200
450-53-550	SRWA	1,300
505-50-525	Fleet	600
		13,400

The costs for Fiscal Years 2025-2026 are estimated at \$1,221,474 and 2026-2027 are estimated at \$1,813,156. These amounts will be built into the future budgets; and

WHEREAS, the Tentative Agreement includes a three-and-a-half percent (3.5%) salary increase effective on July 1, 2024, a three percent (3%) salary increase effective July 1, 2025, and a three percent (3%) salary increase effective on July 1, 2026; and

WHEREAS, for designated employees the Tentative Agreement includes an increase of \$100 to the safety footwear allowance, from \$250.00 annually to \$350.00 annually; and

WHEREAS, the Tentative Agreement includes “in lieu” holiday time that has been provided to employees in recent years as follows: 2024: December 23, 26, 27, 30, 31, 2024. The floating holiday designated as the day before or after Christmas or New Year’s Day shall be taken on December 24, 2024. 2025: December 23, 26, 29, 30, 31, 2025. The floating holiday designated as the day before or after Christmas or New

Year's Day shall be taken on December 24, 2025. 2026: December 23, 28, 29, 30, 31, 2026. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 24, 2026; and

WHEREAS, the Tentative Agreement now includes probationary employees as those who may qualify for bereavement leave; and

WHEREAS, the terms and conditions of employment set forth in the Tentative Agreement reached with TCEA are subject to implementation upon ratification by the City of Turlock City Council and TCEA; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the Tentative Agreement updating the MOU between the City of Turlock and the Turlock City Employees Association covering the period of July 1, 2024, through June 30, 2027, and the appropriation of \$660,944 in Fiscal Year 2024-2025 as delineated & in this resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December 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 OF TURLOCK
TURLOCK CITY EMPLOYEES ASSOCIATION
2024-2025 SUCCESSOR MOU LABOR NEGOTIATIONS**

Tentative Agreement

November 8, 2024

The City of Turlock and the Turlock City Employees Association ("TCEA") hereby enter into a tentative agreement to conclude 2024-2025 labor negotiations as set forth herein.

1:00 TERM OF AGREEMENT

This Memorandum of Understanding ("MOU") shall commence at 12:01 on ~~July 1, 2021~~, **July 1, 2024**, and terminate at midnight on ~~June 30, 2024~~, **June 30, 2027**. Any time after January 1, **2027**, either City or the Association may deliver written notice to the other party of its intent to modify the terms of this MOU.

10:01 SALARIES

Employees shall receive base salary increases effective as follows:

July 1, 2024

3.5%

July 1, 2025

3%

July 1, 2026

3%

18:00 SAFETY FOOTWEAR ALLOWANCE

Annually, between June 1 to June 30, designated employees are encouraged to purchase new safety footwear for the next fiscal year. The City shall provide designated employees reimbursement for the purchase of safety footwear up to ~~two hundred and fifty dollars (\$250)~~ **three hundred and fifty dollars (\$350)** on August 5. The reimbursement is contingent upon the following:

1. Employees whose job classification requires that they do work in the field shall be reimbursed on an annual basis.
2. Employees whose job classification requires that they work in the field a nominal amount (e.g. at least fifty percent (50%)) shall be reimbursed on a bi-annual basis (every other year).
3. Employees whose job classification requires that they work in the field a de minimis amount shall be provided reimbursement every three years.
4. The employee must be identified by classification or individually based on assignments by the City in order to be reimbursed for safety footwear.
5. The safety footwear purchased must meet standards established by the City (i.e., steel toe, etc.) and an original receipt must be presented in order to receive reimbursement. No inspection of the footwear is required prior to submitting for reimbursement. But upon inspection, the footwear must meet the standards established by the City and OSHA guidelines.
6. Employees may request a reimbursement prior to the times listed above due to excessive wear and tear of their safety boot. The City's decision regarding reimbursement is final and binding and not subject to the grievance procedure.
7. Employees may purchase as many pairs of footwear that is covered in whole or in part by ~~\$250~~**\$350** and may use any portion of the ~~\$250~~**\$350** for repair of footwear.

27:00 HOLIDAYS

The City agrees to provide 40 hours of "in-lieu" time off in ~~2021-2022, 2022-2023, and 2023-2024~~ **2024, 2025, and 2026**. "In-lieu" time will be taken as follows:

2024: December 23, 26, 27, 30, 31, 2024. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 24, 2024.

2025: December 23, 26, 29, 30, 31, 2025. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 24, 2025.

2026: December 23, 28, 29, 30, 31, 2026. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 24, 2026.

~~2021: December 22, 27, 28, 29, 30, 2021. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 23, 2021.~~

~~2022: December 22, 27, 28, 29, 30, 2022. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 23, 2022.~~

~~2023: December 21, 26, 27, 28, 29, 2023. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 22, 2023.~~

Employees who cannot be excused for a short period of time for public safety or City operational reasons, as determined by the Department Director, will have “in-lieu” time ~~credited on December 31, 2021, to be taken prior to December 31, 2022 (for fiscal year 2021-2022); December 31, 2022, to be taken prior to December 31, 2023 (for fiscal year 2022-2023); December 31, 2023, to be taken prior to December 31, 2024 (for fiscal year 2023-2024);~~ Time off in lieu is “use or loose” with no cash value. credited on December 31, 2024, to be taken prior to December 31, 2024 (for fiscal year 2024-2025); December 31, 2025, to be taken prior to December 31, 2025 (for fiscal year 2025-2026); December 31, 2026, to be taken prior to December 31, 2026 (for fiscal year 2026-2027);. Time off in lieu is “use or loose” with no cash value.

Employees covered under this Agreement shall have the following City-paid holidays for the period of this Agreement.

Holidays

1. Veteran’s Day (November 11)
2. Thanksgiving Day
3. Day after Thanksgiving
4. Christmas Day
5. New Year’s Day (January 1)
6. Martin Luther King Day (Third Monday in January)
7. President’s Day
8. Memorial Day (Last Monday in May)
9. Juneteenth (June 19)
10. Independence Day (July 4)
11. Labor Day (First Monday in September)
12. Floating Holidays 0 On July 1 of each year, will be added to the vacation allowance of each employee. The twenty-four (24) hours includes eight (8) hours for Columbus Day. In the event that an employee leaves City service prior to the end of the fiscal year, a pro-rata deduction will be made from any final compensation due the employee.
13. Day before or after Christmas or New Year’s Day – Employees may schedule this holiday with their supervisor to insure balanced staffing levels.
14. In the even the holiday falls on a Saturday, the proceeding Friday shall be the holiday instead.
15. In the event the holiday falls on a Sunday, the following Monday shall be the holiday instead.
16. Any day of mourning or holiday declared by the Governor or President. In such cases, the time observed will be one-time events, not on-going holidays or days of mourning to be reported in subsequent years. Time allotted under this provision will either cause the closing of City offices or will cause an equal amount of hours will be added to the

employee's vacation time on the books. Employees will be allowed to utilize holiday time under the above-listed provision only if employees of the State of California and/or the Federal Government are not required to work the "day of mourning" or "holiday declared by the Governor or President."

17. Shift Personnel at Municipal Services – For employees subject to shift rotation, ~~9.33~~ 10 hours of annual holiday leave shall be credited to each employee's holiday time each month in place of scheduled holidays. New employees shall accrue holiday in lieu time from their first full month of employment. Employees covered under this provision may not use holiday time until it is earned. Management shall not unreasonably deny the use of in-lieu holiday time.

- a) Cash-out – In-lieu Time: Employees may cash out at straight base wage up to nineteen (19) hours of in lieu time each June for payment on the July 20th payroll.
- b) Employees must use in lieu holiday hours during the course of the fiscal year. Seven (7) holidays (56 hours) must be used by the end of January.
- c) Employees will provide a written request for holiday time at least two (2) weeks in advance and the City will respond in writing within five (5) calendar days after the request is submitted.

Holiday time must be used prior to the end of the fiscal year, or they will be lost, except as provided in subsection d.

- d) Employees shall be allowed to carry over into the next fiscal year a maximum of nineteen (19) hours that must be used on or before September 30th. These hours shall not count toward the usage required by subsection (b). All hours not used by September 30th shall be lost.

18. City agrees to add an additional eight (8) hours straight time to CTO accrual for Wastewater Treatment Plant Operator's working at least eight (8) hours on any of the following holidays: Christmas Day, Thanksgiving Day and Independence Day.

28:07 BEREAVEMENT LEAVE

Following the death of a relative defined by this section, paid bereavement leave will be granted upon request of an eligible employee. Bereavement leave shall be coincident to the arrangement of or attendance at a funeral or memorial service for the deceased.

Employees ~~holding regular (non-probationary) appointments~~ in all departments shall be granted Bereavement Leave to arrange for or attend a funeral or memorial service for the first and second degree of consanguinity (including in-laws and step relations) based upon the location of the funeral or memorial services and the relationship of the deceased to the employee:

If the service is within three hundred (300) miles of the City of Turlock:

Spouse

Up to (6) six working days

Mother/Father	up to (4) four working days
Son/Daughter	up to (6) six working days
Grandmother/Grandfather	up to (4) four working days
Granddaughter/Grandson	up to (4) four working days
Sister/Brother	up to (4) four working days

If the service is more than three hundred (300) miles from the City of Turlock:

Spouse	Up to (8) eight working days
Mother/Father	up to (6) six working days
Son/Daughter	up to (8) eight working days
Grandmother/Grandfather	up to (6) six working days
Granddaughter/Grandson	up to (6) six working days
Sister/Brother	up to (6) six working days

Working day for the purpose of Bereavement eligibility means eight (8) working hours.

Bereavement leave is not required to be taken on consecutive days.

ON BEHALF OF THE CITY

ON BEHALF OF TURLOCK CITY EMPLOYEES
ASSN

 11/21/24
Andrew M. Aller, City Negotiator

 11/18/24
Mehran Tahoori, TCEA Negotiator

 11/21/2024
Jessie Dhami, Team Member


Kevin Callahan, TCEA President

 11-18-24
Samuel Silveira, TCEA Vice President


Kimberly Hammack, Board Member

 11-19-24
Shawn Davidson, Board Member

November 8, 2024

City Council Staff Report

December 10, 2024



From: Christopher Fisher, Municipal Services Director
Prepared by: Stephen Fremming, P.E., 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 that the equipment was received by Champion and the building permit process is complete. Scheduling the replacement commenced soon thereafter and work is anticipated to be complete before the end of the calendar year. Following substantial completion of the project, staff will propose the termination of the emergency action.

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.

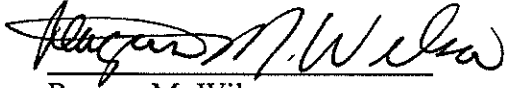
By way of further explanation, CRAC units provide both cooling and humidity control. Elevated temperature and lack of humidity control of electronic components have both short-term and long-term effects. Acute heat exposure effects can range from shut down up to component failure. Additionally, heat 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 } 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 }	RESOLUTION NO. 2010-028
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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

December 10, 2024



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

1. ACTION RECOMMENDED:

Ordinance: Second and final 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, this update will be formally included in the Turlock Municipal Code, 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

December 10, 2024



From: Isaac Moreno, Finance Director
Prepared by: Isaac Moreno, Finance Director
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Staff recommends that the City Council and the Turlock Public Financing Authority Board of Directors each adopt their respective resolutions, approving an Official Statement and related documents and official actions, related to the issuance and sale of \$29.5 million in lease revenue bonds for streets improvements.

2. DISCUSSION OF ISSUE:

The City has identified fixing the roads in the City as a top priority. Measure A, a $\frac{3}{4}$ -cent sales tax measure for general city services, was passed in November of 2020. The City has designated 55% of Measure A money for road rehabilitation. In 2022, the Pavement Management Report was completed to assess existing conditions, and 15 roads were highlighted as priority for repair.

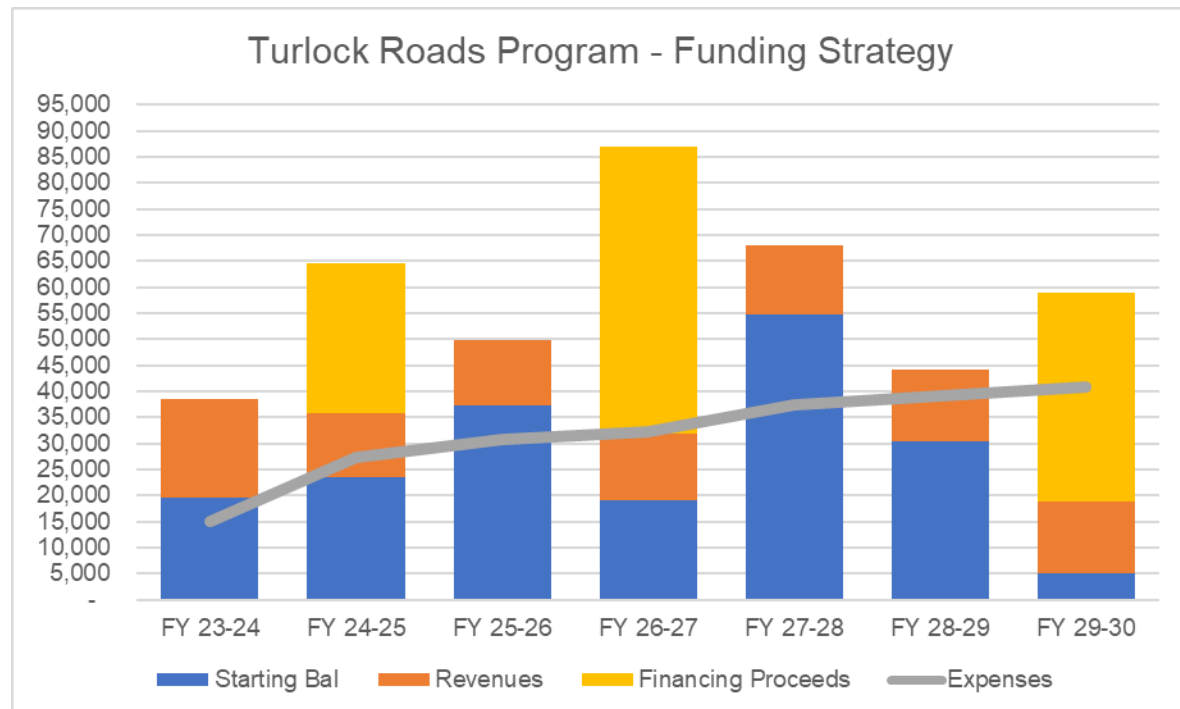
Plan of Finance: The City plans to utilize tax-exempt municipal bonds to provide financing for capital improvements to certain City streets (the "Project"). The proceeds of the Bonds, combined with existing dedicated funds on hand, are expected to provide sufficient funding for the next 24 months of Road Improvement Plan projects. The Bonds will be structured as lease revenue bonds, payable from lease payments made by the City to the Authority from all legally available funds pursuant to a lease agreement involving the City's streets, including the street projects to be financed, and potentially other City owned assets, all as further described in the Lease Agreement approved at the June 13, 2023 City Council Meeting (collectively, the "Leased Property"). The Authority, which was formed by the City and the former Redevelopment Agency to assist the City with financing projects, will be used to assist in the financing as the counterparty to the various legal agreements and as issuer of the Bonds.

Based on current interest rates, and a par limitation of \$29.5 million, the Bonds will generate between \$28 and \$29 million in proceeds for the City. Actual proceeds raised for projects will be dependent on interest rates at the time of the bond sale and the type of couponing used. The overall goal will be to maximize the amount of proceeds to be used for City street projects, while minimizing the overall interest rate and annual debt service requirements. The bonds will be structured with a 20-year term, with the first payments occurring in FY 2025/26 (interest on 10/1/25 and principal & interest on 4/1/26) and maturing on 4/1/45. The City will also maintain flexibility to pay off or refinance the Bonds early (likely 10 years after closing).

Based on a \$29.5 million par amount and current interest rates for a 20-year term, annual debt service is estimated at approximately \$2.4 million. In addition to the projects and financing costs, bond proceeds will also be used to fund a Debt Service Reserve Fund (DSRF) sized to one year of annual debt service. This security feature is preferred by

investors and will lead to a lower interest rate for the City. The DSRF (\$2.4 million) can be invested, with the interest earnings being utilized to reduce each year's annual debt service requirement. The DSRF will be used to make the City's very last debt payment in 2045.

The bond financing is just one component of the City's current overall holistic road funding strategy. As shown in the chart below, over \$200 million of Road Program expenses are forecasted from FY 2024 to FY 2030, which is funded through a mix of reserves, annual revenues, and bond proceeds. The 2025 debt service of \$2.4 million is approximately 30% of annual Measure A revenue, providing the City plenty of flexibility to leverage Measure A revenue for other purposes besides debt service.



Summary of the Resolutions: The subject resolutions authorize and approve the form of the Preliminary Official Statement, delegating to City staff the ability to finalize the document as needed for the issuance and sale of the Bonds. The adoption of each resolution is a legal prerequisite to allow for the completion of the appropriate documentation necessary for the issuance of the Bonds.

Recap of Documents Approved at June 13, 2023 City Council Meeting: A brief description of the documents approved on June 13, 2023 is as follows:

- **Site Lease**, between the City as lessor and the Authority as lessee, under which the City leases the Leased Property to the Authority in consideration of the payment of an upfront amount which will be applied by the City to the Project.
- **Lease Agreement**, between the Authority as lessor and the City as lessee, under which the Authority leases the Leased Property back to the City and the City agrees to pay semiannual lease payments to provide revenues with which to pay principal and interest on the Bonds when due.

- **Indenture of Trust**, between the Authority and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), setting forth the terms and provisions relating to the Bonds.
- **Assignment Agreement**, between the Authority and the Trustee, whereby the Authority assigns certain of its rights under the Lease Agreement to the Trustee for the benefit of the Bond owners.
- **Bond Purchase Agreement** is the agreement pursuant to which Oppenheimer & Co. Inc., as bond underwriter, will purchase the Bonds from the Authority for further resale to ultimate purchasers (investors).

Summary of Preliminary Official Statement: A brief description of the Preliminary Official Statement, to be approved at this evening’s meeting, is as follows:

- **Preliminary Official Statement**, (the “POS”), has been prepared to provide material information to investors regarding the terms and security of the Bonds. The POS contains all the information a reasonable investor should know about the City’s General Fund, financials, budget, risks, operations, and policies before making the decision whether to purchase the Bonds. The POS also includes descriptions of the legal and financial aspects of the Bonds, as well as a summary of the various related legal documents. Certain information will not be known until the pricing of the Bonds (such as the final principal amount, the interest rates and the redemption dates) and this information is either left blank or noted as “preliminary, subject to change” in the POS. Oppenheimer, the underwriter, will use the POS to market the Bonds to potential investors. Once the Bonds have been priced, the final pricing information will be inserted into the POS, thereby converting it into a Final Official Statement. Oppenheimer will then distribute the Final Official Statement to the individuals and institutions that placed orders to buy the Bonds from them.

Good Faith Estimates: The following information consists of estimates that have been provided by the Municipal Advisor (NHA Advisors, LLC) and has been represented by such party to have been provided in good faith:

Principal Amount: \$29,500,000

True Interest Cost of the Bonds: 4.30%

Finance Charge of the Bonds (sum of all fees/charges paid to third parties): \$446,262.50

Net Proceeds of the Bonds to be Received (net of finance charges, reserves, and capitalized interest, if any): \$28,715,588.10

Total Payment Amount through Maturity of the Bonds: \$47,737,375

The foregoing constitutes good faith estimates only. The principal amount of the Bonds, the true interest cost of the Bonds, the finance charges thereof, the amount of proceeds

received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates; (b) the actual principal amount of Bonds sold being different from the estimated amount used for purposes of such estimates; (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the City's financing plan, or a combination of such factors.

The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the City based on a variety of factors. The actual interest rates borne by the Bonds may be subject to change from what is presented above and that may have an impact on the amortization of the Bonds.

Timeline of Next Steps: Assuming approval of the resolutions, City staff and its financing team will (1) finalize the Preliminary Official Statement, (2) price the Bonds (i.e., interest rates locked) in mid-January 2025, and (3) close (i.e., funds available to the City) at the end of January 2025.

3. BASIS OF RECOMMENDATION:

City Council approval of the POS is the final action needed to have the Bonds marketed and sold. Approval of the POS is necessary to ensure all material information concerning the Bonds is included therein prior to being provided to potential investors. Once the Bonds have been priced, the final pricing information will be inserted into the POS, thereby converting it into a Final Official Statement.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The annual debt service on the Bonds is estimated to be approximately \$2.4 million. All fees for the financing team are contingent upon a successful closing and will be paid out of the costs of issuance for the Bonds, so as not to impact the City's General Fund.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

8. ALTERNATIVES:

A. Do not adopt but provide alternative direction to City staff.

9. ATTACHMENTS:

1. Turlock City Resolution Approving POS
2. Turlock PFA Resolution Approving POS
3. POS (Turlock 2025 Lease Revenue Bonds)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF THE ISSUANCE AND SALE OF \$29.5 MILLION IN LEASE REVENUE BONDS BY THE TURLOCK PUBLIC FINANCING AUTHORITY, APPROVING AN OFFICIAL STATEMENT AND RELATED DOCUMENTS AND OFFICIAL ACTIONS	} } } } } } }	RESOLUTION NO. 2024-
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WHEREAS, the City Council of the City of Turlock (the “City”) has identified fixing the roads within the City as a top priority; and

WHEREAS, Measure A, a $\frac{3}{4}$ -cent sales tax measure for general City services, was passed by the voters in November 2020, and the City has designated 55% of Measure A money for road rehabilitation; and

WHEREAS, in 2022, the Pavement Management Report was completed to assess existing conditions, and 15 roads were highlighted as priority for repair; and

WHEREAS, the City desires to provide financing for public capital improvements of the City anticipated to consist of certain City streets and related improvements (collectively, the “Project”); and

WHEREAS, the Turlock Public Financing Authority (the “Authority”) was formed to, among other things, assist the City with financing public capital improvements, including the Project; and

WHEREAS, pursuant to Resolution No. 2023-139 adopted on June 13, 2023 (the “Prior Resolution”), to provide financing for the Project, the City Council approved forms of documents pursuant to which it will agree to lease certain Leased Property (as defined therein); and

WHEREAS, the Authority proposes to issue and sell up to \$29,500,000 principal amount of its Lease Revenue Bonds, Series 2025 (Streets Improvements) (the “Bonds”) under Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the “Bond Law”); and

WHEREAS, for purposes of the sale of the Bonds, the City and Authority have caused to be prepared an Official Statement describing the Bonds, the preliminary form of which is on file with the City Clerk and the City Council, with the aid of its staff, have undertaken such review of the Official Statement as hereinafter described as is necessary to assure proper disclosure of all material facts relating to the Bonds that are within the personal knowledge of City Council members and its staff; and

WHEREAS, the City Council wishes at this time to approve all proceedings of the City relating to the foregoing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby . . .

Section 1. The terms of Prior Resolution are hereby confirmed without modification, except that the Bonds shall be designated Series 2025 and the true interest cost of the Bonds shall not exceed 5.25% (instead of 4.90%).

Section 2. The City Council approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule"), the preliminary Official Statement for the Bonds in the form on file with the City Clerk. The City Manager or his or her designee (each, an "Authorized Officer") is authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the City Council's determination that said preliminary Official Statement has been deemed final within the meaning of said Rule. The City Council approves the distribution of the preliminary Official Statement by the Underwriter to prospective investors, in substantially the form on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by an Authorized Officer. An Authorized Officer is authorized and directed to approve any changes in or additions to a final form of an Official Statement for the Bonds, and the execution thereof by an Authorized Officer will be conclusive evidence of approval of any such changes and additions. The City Council authorizes the distribution of the final Official Statement by the Underwriter, which will include final pricing information related to the Bonds.

Section 3. The Authorized Officers, the City Attorney, the City Clerk and all other officers of the City are each authorized and directed on behalf of the City to make any and all leases, assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance or termination, warrants and other documents, which they or any of them deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. Whenever in this Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California

BEFORE THE TURLOCK PUBLIC FINANCING AUTHORITY

IN THE MATTER OF THE ISSUANCE AND	}	RESOLUTION NO. 2024-
SALE OF \$29.5 MILLION IN LEASE	}	
REVENUE BONDS, APPROVING AN	}	
OFFICIAL STATEMENT AND RELATED	}	
DOCUMENTS AND OFFICIAL ACTIONS	}	
	}	

WHEREAS, the Turlock Public Financing Authority (the “Authority”) was formed to, among other things, assist the City of Turlock (the “City”) with financing public capital improvements, including capital projects of the City; and

WHEREAS, the City desires to provide financing for public capital improvements of the City anticipated to consist of certain City streets and related improvements (collectively, the “Project”); and

WHEREAS, pursuant to Resolution No. 2023-001 adopted on June 13, 2023 (the “Prior Resolution”), to provide financing for the Project, the Board of Directors of the Authority approved forms of documents pursuant to which the Authority will agree to lease certain Leased Property (as defined therein); and

WHEREAS, the Authority proposes to issue and sell up to \$29,500,000 principal amount of its Lease Revenue Bonds, Series 2025 (Streets Improvements) (the “Bonds”) under Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the “Bond Law”); and

WHEREAS, for purposes of the sale of the Bonds, the City and Authority have caused to be prepared an Official Statement describing the Bonds, the preliminary form of which is on file with the Secretary and the Board of Directors, with the aid of its staff, have undertaken such review of the Official Statement as hereinafter described as is necessary to assure proper disclosure of all material facts relating to the Bonds that are within the personal knowledge of members of the Board of Directors and its staff; and

WHEREAS, the Board wishes at this time to approve all proceedings of the Authority relating to the foregoing.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Turlock Public Financing Authority does hereby . . .

Section 1. The terms of Prior Resolution are hereby confirmed without modification, except that the Bonds shall be designated Series 2025 and the true interest cost of the Bonds shall not exceed 5.25% (instead of 4.90%).

Section 2. The Board of Directors hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the “Rule”), the preliminary

Official Statement for the Bonds in the form on file with the Secretary. The Executive Director or his or her designee (each, an "Authorized Officer") is authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the Authority's determination that said preliminary Official Statement has been deemed final within the meaning of the Rule. The Board of Directors approves the distribution of the preliminary Official Statement by the Underwriter to prospective investors, in substantially the form on file with the Secretary, together with any changes therein or additions thereto deemed advisable by an Authorized Officer. An Authorized Officer is authorized and directed to approve any changes in or additions to a final form of an Official Statement for the Bonds, and the execution thereof by an Authorized Officer will be conclusive evidence of approval of any such changes and additions. The Board of Directors authorizes the distribution of the final Official Statement by the Underwriter, which will include final pricing information related to the Bonds.

Section 3. The Authorized Officers, the General Counsel to the Authority, the Secretary and all other officers of the Authority are each authorized and directed on behalf of the Authority to make any and all leases, assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance or termination, warrants and other documents, which they or any of them deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. Whenever in this resolution any officer of the Authority is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Turlock Public Financing Authority this 10th day of December, 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, Secretary,
Turlock Public Financing Authority,
County of Stanislaus, State of
California

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2025**NEW ISSUE - FULL BOOK-ENTRY****RATING: S&P: " _ "**
See "RATING"

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS."

\$ _____ *

TURLOCK PUBLIC FINANCING AUTHORITY
Lease Revenue Bonds, Series 2025
(Streets Improvements)

Dated: Date of Delivery**Due: April 1, as shown on inside cover**

Authority for Issuance. The bonds captioned above (the "**Bonds**") are being issued by the Turlock Public Financing Authority (the "**Authority**") pursuant to an Indenture of Trust dated as of January 1, 2025 (the "**Indenture**") by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"), which was authorized by a resolution adopted by the Board of Directors of the Authority as described herein. See "THE BONDS – Authority for Issuance."

Use of Proceeds. The Bonds are being issued to (i) finance public capital improvements of the City of Turlock (the "**City**") anticipated to consist of, but not limited to, certain City streets and related improvements, (ii) provide for a deposit to a debt service reserve fund for the Bonds (the "**Reserve Fund**"), and (iii) pay costs of issuance of the Bonds. See "FINANCING PLAN."

Security for the Bonds. Under the Indenture, the Bonds are payable from and secured by a first pledge of and lien on "Revenues" (as defined in this Official Statement) received by the Authority under the Lease Agreement dated as of January 1, 2025, by and between the Authority, as lessor, and the City, as lessee (the "**Lease**"), consisting primarily of semi-annual lease payments (the "**Lease Payments**") made by the City under the Lease with respect to the lease of certain real property, as further described herein. The Bonds are also secured by certain funds on deposit under the Indenture, including the Reserve Fund. See "SECURITY FOR THE BONDS."

Bond Terms; Book-Entry Only. The Bonds will bear interest at the rates shown on the inside cover page, payable semiannually on April 1 and October 1 of each year, commencing on October 1, 2025, and will be issued in fully registered form without coupons in the denomination of \$5,000 or any integral multiple of \$5,000. The Bonds will be issued in book-entry only form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"). Purchasers of the Bonds will not receive certificates representing their interests in the Bonds. Payments of the principal of and interest on the Bonds will be made to DTC, which is obligated in turn to remit such principal and interest to its DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. See "THE BONDS – General Provisions."

Reserve Fund. The Authority will establish the Reserve Fund from proceeds of the Bonds, as described herein. See "SECURITY FOR THE BONDS – Debt Service Reserve Fund."

Redemption. The Bonds are subject to redemption prior to maturity. See "THE BONDS – Redemption."

NEITHER THE BONDS, NOR THE OBLIGATION OF THE AUTHORITY TO PAY PRINCIPAL OF OR INTEREST THEREON, NOR THE OBLIGATION OF THE CITY TO MAKE THE LEASE PAYMENTS, CONSTITUTE A DEBT OR A LIABILITY OF THE AUTHORITY, THE CITY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL LIMITATION ON INDEBTEDNESS, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY. THE BONDS ARE SECURED SOLELY BY THE PLEDGE OF REVENUES AND CERTAIN FUNDS HELD UNDER THE INDENTURE. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE TAXING POWER OF THE CITY.

MATURITY SCHEDULE
(see inside cover)

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR GENERAL REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE OF BONDS. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION WITH RESPECT TO THE PURCHASE OF THE BONDS.

The Bonds are offered when, as and if issued and received by the Underwriter and subject to the approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed upon for the Authority and the City by Jones Hall, A Professional Law Corporation, as Disclosure Counsel. Certain legal matters will be passed upon for the City by the City Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel, Stradling Yocca Carlson & Rauth LLP. It is anticipated that the Bonds will be delivered in book-entry form through the facilities of DTC on or about _____, 2025*.

[Oppenheimer logo]

The date of this Official Statement is: _____, 2025.

* Preliminary; subject to change.

MATURITY SCHEDULE

\$_____ Serial Bonds

<u>Maturity</u> <u>(April 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP†</u>
-------------------------------------	-----------------------------------	--------------------------------	--------------	--------------	---------------

\$_____ % Term Bonds due April 1, 20____; Price: _____%; Yield: _____;
CUSIP†: _____

* Preliminary, subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright© CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Authority nor the Underwriter takes any responsibility for the accuracy of such numbers.

TURLOCK PUBLIC FINANCING AUTHORITY
(Stanislaus County, California)

AUTHORITY BOARD / CITY COUNCIL*

Amy Bublak, *Chair/Mayor*
Kevin Bixel, *Boardmember/Councilmember (District 1)*
Rebecka Monez, *Boardmember/Councilmember (District 2)*
Cassandra Abram, *Boardmember/Councilmember (District 3)*
Pam Franco, *Boardmember/Councilmember (District 4)*

CITY / AUTHORITY STAFF

Reagan M. Wilson, *City Manager/Executive Director*
Isaac Moreno, *Finance Director/Treasurer*
Diana Lewis, *City Treasurer*
Julie Christel, *City Clerk/Secretary*
George A. Petrulakis, *City Attorney/General Counsel*

PROFESSIONAL SERVICES

Municipal Advisor
NHA Advisors, LLC
San Rafael, California

Bond Counsel and Disclosure Counsel
Jones Hall, A Professional Law Corporation
San Francisco, California

Trustee
U.S. Bank Trust Company, National Association
Los Angeles, California

* At the November 5, 2024 election, Councilmember Rebecka Monez was re-elected to a new four-year term for District 2, and Erika Phillips was elected to a four-year term to replace Councilmember Pam Franco for District 4.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations with respect to the Bonds other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon as having been authorized.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, create any implication that there has been no change in the affairs of the City or any other parties described in this Official Statement, or in the condition of the security for the Bonds since the date of this Official Statement.

This Official Statement is submitted in connection with the sale of the Bonds referred to in this Official Statement and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract with the purchasers of the Bonds. Prospective investors should not construe the contents of this Official Statement as legal, tax or investment advice.

The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness.

The Underwriter has submitted the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

All references to and summaries of the Indenture or other documents contained in this Official Statement are subject to the provisions of those documents and do not purport to be complete statements of those documents.

The Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exemptions for the issuance and sale of municipal securities provided under Section 3(a)(2) of the Securities Act of 1933 and Section 3(a)(12) of the Securities Exchange Act of 1934.

Certain statements included or incorporated by reference in this Official Statement constitute forward-looking statements. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. No assurance is given that actual results will meet the forecasts of the City in any way, regardless of the level of optimism communicated in the information. The City is not obligated to issue any updates or revisions to the forward-looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur.

The references to internet websites in this Official Statement are shown for reference and convenience only; unless explicitly stated to the contrary, the information contained within the websites and any links contained within those websites are not incorporated herein by reference and do not constitute part of this Official Statement.

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APPENDIX B:	GENERAL INFORMATION ABOUT THE CITY OF TURLOCK AND THE COUNTY OF STANISLAUS
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APPENDIX D:	FORM OF CONTINUING DISCLOSURE CERTIFICATE
APPENDIX E:	FORM OF OPINION OF BOND COUNSEL
APPENDIX F:	DTC AND THE BOOK-ENTRY ONLY SYSTEM

[REGIONAL LOCATION MAP]

OFFICIAL STATEMENT

\$ _____ *

TURLOCK PUBLIC FINANCING AUTHORITY
Lease Revenue Bonds, Series 2025
(Streets Improvements)

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used but not defined in this Official Statement have the meanings set forth in the Indenture (as defined below). See "APPENDIX C – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS."

Authority for Issuance. The Turlock Public Financing Authority (the "**Authority**") is issuing the bonds captioned above (the "**Bonds**") under the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the "**Bond Law**"), resolutions adopted by the Board of Directors (the "**Board**") of the Authority on June 13, 2023 and _____, 2024 (together, the "**Authority Resolution**"), and by the City Council (the "**City Council**") of the City of Turlock (the "**City**") on June 13, 2023 and _____, 2024 (together, the "**City Resolution**"), and an Indenture of Trust (the "**Indenture**") dated as of January 1, 2025, by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**").

Purpose of the Bonds. The Bonds are being issued to (i) finance public capital improvements of the City anticipated to consist of, but not limited to, certain City streets and related improvements, (ii) provide for a deposit to a debt service reserve fund for the Bonds, and (iii) pay costs of issuance of the Bonds. See "FINANCING PLAN."

The Authority and the City. The Authority is a joint powers authority established pursuant to that certain Joint Exercise of Powers Agreement dated as of December 15, 1998, by and between the City and the Turlock Redevelopment Agency (now succeeded by the Successor Agency to the Turlock Redevelopment Agency). The Authority is governed by a five-member Board of Directors (the "**Board**"), which consists of the members of the City Council of the City. The Authority was created for the purpose of assisting the financing or refinancing of certain public capital facilities of benefit to the City. Under the Bond Law, the Authority has the power to lease real property in furtherance of the acquisition of public improvements necessary or convenient for the operation of the City, or to purchase bonds issued by any local agency at public or negotiated sale and may sell such bonds to public or private purchasers at public or negotiated sale. See "THE AUTHORITY."

* Preliminary; subject to change.

The City is located in the heart of California's Central Valley. The City is the second largest city in Stanislaus County (the "**County**"), with a population which has grown steadily from 13,992 in 1970 to over 70,000 today. The City is approximately 135 miles from San Francisco and 94 miles from Sacramento. The City was incorporated in 1908 and utilizes a Council-Manager form of government. The City Council is made up of five members who set policy and the City budget. For additional background, and certain demographic and economic information regarding the City and the County, see APPENDIX B.

Bond Terms; Book-Entry Only. The Bonds will bear interest at the rates shown on the inside cover page, payable semiannually on April 1 and October 1 of each year, commencing on October 1, 2025. The Bonds will be issued in fully registered form, registered in the name of The Depository Trust Company ("**DTC**"), or its nominee, which will act as securities depository for the Bonds. Purchasers of the Bonds will not receive certificates representing the Bonds that are purchased. See "THE BONDS – Book-Entry Only System" and "APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Security for the Bonds. The City and the Authority will enter into a Site Lease dated as of January 1, 2025 (the "**Site Lease**"), under which the City will lease certain real property to the Authority, as described herein (the "**Leased Property**"), to the Authority and as further described herein under the caption "THE LEASED PROPERTY." The net proceeds of the Bonds will be used by the Authority to fund the payment obligation under the Site Lease.

In order to secure the payments of principal of and interest on the Bonds, the Authority will lease the Leased Property back to the City under a Lease Agreement (the "**Lease Agreement**"), under which the City is obligated to pay semiannual lease payments (the "**Lease Payments**") as rental for the Leased Property, and the Authority will assign substantially all of its rights under the Lease Agreement to U.S. Bank Trust Company, National Association as trustee for the Bonds. The Bonds are payable from and secured by a first pledge of and lien on the Revenues received by the Authority under the Lease Agreement, consisting primarily of the Lease Payments. To provide an additional source of funds for payment of the Bonds, the Authority will establish a debt service reserve fund for the Bonds from proceeds of the Bonds, as described herein.

Under the Lease, the City covenants to take all actions required to include the Lease Payments in each of its budgets during the Term of the Lease and to make the necessary appropriations for all Lease Payments and Additional Rental Payments. This covenant of the City constitutes a duty imposed by law and each and every public official of the City is required to take all actions required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in the Lease agreed to be carried out and performed by the City. See "SECURITY FOR THE BONDS."

Redemption. The Bonds are subject to redemption prior to their stated maturity dates. See "THE BONDS – Redemption."

Abatement. The Lease Payments are subject to complete or partial abatement in the event and to the extent that there is substantial interference with the City's use and possession of the Leased Property or any portion thereof. If the Lease Payments are abated under the Lease, the Bond Owners may receive less than the full amount of principal of and interest on the Bonds. See "SECURITY FOR THE BONDS – Abatement" and "BOND OWNERS' RISKS."

Additional Obligations. Under the Indenture, the Authority covenants that no additional bonds, notes or other indebtedness shall be issued or incurred by the Authority which are payable out of the Revenues in whole or in part. However, the City is permitted to enter into other obligations which constitute additional charges against its revenues, including pursuant to additional leases involving the Leased Property, without the consent of Owners of the Bonds.

Risks of Investment. Debt service on the Bonds is payable only from Lease Payments and other amounts payable by the City to the Authority under the Lease. The Lease Payments are payable from revenues available in the City's general fund, which revenues may be materially adversely affected by numerous factors outside the City's control. For a discussion of some of the risks associated with the purchase of the Bonds, see "BOND OWNERS' RISKS."

NEITHER THE BONDS, THE OBLIGATION OF THE AUTHORITY TO PAY PRINCIPAL OF OR INTEREST THEREON, NOR THE OBLIGATION OF THE CITY TO MAKE THE LEASE PAYMENTS, CONSTITUTE A DEBT OR A LIABILITY OF THE AUTHORITY, THE CITY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL LIMITATION ON INDEBTEDNESS, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY. THE BONDS ARE SECURED SOLELY BY THE PLEDGE OF REVENUES AND CERTAIN FUNDS HELD UNDER THE INDENTURE. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE TAXING POWER OF THE CITY.

FINANCING PLAN

General

The Bonds are being issued to (i) finance public capital improvements of the City anticipated to consist of, but not limited to, certain City streets and related improvements, (ii) provide for a deposit to a debt service reserve fund for the Bonds, and (iii) pay costs of issuance of the Bonds.

The City Council has identified fixing the roads within the City as a top priority. Measure A, a $\frac{3}{4}$ -cent sales tax measure for general City services (described further herein), was passed by the voters in November 2020, and the City has designated 50% of Measure A money for road rehabilitation. In 2022, a pavement management report was completed for the City to assess existing conditions, and 15 roads were highlighted as priority for repair. These and potentially other roads will be improved using the net proceeds of the Bonds.

Estimated Sources and Uses

The estimated sources and uses of funds relating to the Bonds are as follows:

Sources:

Principal Amount of Bonds	\$
Plus/Less [Net] Original Issue Premium/Discount	
<i>TOTAL SOURCES</i>	\$

Uses:

Deposit to Project Fund	
Deposit to Reserve Fund ⁽¹⁾	
Costs of Issuance ⁽²⁾	
<i>TOTAL USES</i>	\$

(1) Represents the initial Reserve Requirement for the Bonds.

(2) Represents funds to be used to pay Costs of Issuance, which include rating agency fees, bond counsel, disclosure counsel, Trustee fees, Underwriter's discount and other costs of issuing the Bonds.

THE LEASED PROPERTY

Leased Property

The Leased Property consists of the City's interest in the roadway portion of the City's public streets, whether fee simple or easement, including arterials, collectors and residential streets. According to a Pavement Management Report, dated September 13, 2022, prepared by Michael Baker International for the City, there are approximately 508 lane miles (252 centerline miles) of City streets, consisting of 91 miles of arterials, 134 miles of collectors and 283 miles of residential streets.

Simultaneously with the delivery of the Bonds, the Authority will acquire a leasehold interest in the Leased Property from the City. The Authority will sublease the Leased Property to the City pursuant to the Lease. Under the Lease, the City has agreed to maintain the Leased Property in good working condition.

The City estimates that the Leased Property has a value of at least the aggregate principal amount of the Bonds. The City and the Authority, based on records they maintain, estimate the current annual fair rental value of the Leased Property to be not less than the amount of the annual Lease Payments.

Bondholders do not have a mortgage on any portion of the Leased Property and no ability to foreclose on the Leased Property. The Trustee does not have the right to resell, relet or take possession of the Leased Property in the Event of Default. See "BOND OWNERS' RISKS – Limited Recourse on Default; No Right to Repossess; No Acceleration of Lease Payments" and "SECURITY FOR THE BONDS – Remedies on Default" herein.

Substitution and Release

Substitution of Lease Property. Under the Lease, the City has the option at any time and from time to time, to substitute other real property (the "**Substitute Property**") for the Leased Property or any portion thereof (the "**Former Property**"), upon satisfaction of all of the conditions set forth in the Lease, which consist of the following:

- No Event of Default has occurred and is continuing.
- The City has filed with the Authority and the Trustee, and, if applicable, caused to be recorded in the office of the Stanislaus County Recorder sufficient memorialization of an amendment hereof that adds the legal description of the Substitute Property to the Lease and deletes therefrom the legal description of the Former Property, and, if applicable, has filed and caused to be recorded corresponding amendments to the Site Lease and Assignment Agreement.
- If the Substitute Property is property other than all or a portion of the City's streets, the City has obtained a CLTA policy of title insurance insuring the City's leasehold estate hereunder in the Substitute Property, subject only to Permitted Encumbrances, in an amount at least equal to the estimated value thereof.
- The City has certified in writing to the Authority and the Trustee that the Substitute Property serves the municipal purposes of the City and constitutes property which

the City is permitted to lease under the laws of the State of California, and has been determined to be important to the proper, efficient and economic operation of the City and to serve a proper governmental function of the City.

- The Substitute Property does not cause the City to violate any of its covenants, representations and warranties made in the Lease.
- The City has filed with the Authority and the Trustee a written certificate of the City or other written evidence stating that the estimated fair rental value of the Leased Property following the substitution will be at least equal to the aggregate principal amount of the Bonds then outstanding, and that the useful life of the Substitute Property at least extends to the stated termination date of the Lease.

Upon the satisfaction of all such conditions precedent, the Term of the Lease will thereupon end as to the Former Property and commence as to the Substitute Property, and all references to the Former Property will apply with full force and effect to the Substitute Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of any substitution of property under this Section.

Release of Leased Property. Under the Lease, the City has the option at any time and from time to time to release any portion of the Leased Property from the Lease (the “**Released Property**”) provided that the City has satisfied all of the requirements under the Lease that are conditions precedent to such removal, which consist of the following:

- No Event of Default has occurred and is continuing.
- The City has filed with the Authority and the Trustee, and, if applicable, caused to be recorded in the office of the Stanislaus County Recorder sufficient memorialization of an amendment to the Lease, the Site Lease and the Assignment Agreement which removes the Released Property from the Site Lease, the Assignment Agreement and the Lease.
- The City has certified in writing to the Authority and the Trustee that the value of the property which remains subject to the Lease following such release is at least equal to the then outstanding principal amount of the Bonds, and the fair rental value of the property which remains subject to the Lease following such release is at least equal to the Lease Payments thereafter coming due and payable thereunder.

Upon the satisfaction of all the conditions precedent set forth in the Lease, the term of the Lease will end as to the Released Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release.

DEBT SERVICE SCHEDULE

The table below shows annual debt service payments on the Bonds.

Year Ending April 1	Principal	Interest	Total Debt Service
--------------------------------	------------------	-----------------	-------------------------------

Total:

THE BONDS

This section provides summaries of the Bonds and certain provisions of the Indenture. See APPENDIX C for a more complete summary of the Indenture. Capitalized terms used but not defined in this section have the meanings given in APPENDIX C.

Authority for Issuance

The Bonds are being issued under the Bond Law and the Indenture, approved pursuant to the Authority Resolution and the City Resolution.

General Provisions

Bond Terms. The Bonds will be dated their date of delivery and issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple of \$5,000. The Bonds will mature in the amounts and on the dates, and bear interest at the annual rates, set forth on the inside cover page of this Official Statement.

Payments of Principal and Interest. Interest on the Bonds will be payable on April 1 and October 1 in each year, beginning October 1, 2025 (each an “**Interest Payment Date**”). Interest on the Bonds is payable from the Interest Payment Date next preceding the date of its authentication unless: a Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date, a Bond is authenticated on or before 15 days prior to the first Interest Payment Date, in which event interest thereon will be payable from the Closing Date, or interest on any Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been paid in full, payable on each Interest Payment Date.

Interest is computed on the basis of a 360-day year composed of 12 months of 30 days each and payable on each Interest Payment Date to the persons in whose names the ownership of the Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Interest on any Bond which is not punctually paid or duly provided for on any Interest Payment Date is payable to the person in whose name the ownership of such Bond is registered on the Registration Books at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Trustee, notice of which is given to such Owner by first-class mail not less than 10 days prior to such special record date.

The Trustee will pay interest on the Bonds by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners of the Bonds at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date. At the written request of the Owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Trustee as of any Record Date, the Trustee will pay interest on such Bonds on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request, which written request will remain in effect until rescinded in writing by the Owner.

While the Bonds are subject to the book-entry system, the principal, interest and any redemption premium with respect to the Bonds will be paid by the Trustee to DTC for subsequent disbursement to beneficial owners of the Bonds. See “– Book-Entry Only System” below.

Record Date. Under the Indenture, “**Record Date**” means, with respect to any Interest Payment Date, the 15th calendar day of the month preceding such Interest Payment Date, whether or not such day is a Business Day.

Transfer, Registration and Exchange

The following provisions regarding the exchange and transfer of the Bonds apply only during any period in which the Bonds are not subject to DTC’s book-entry system. While the Bonds are subject to DTC’s book-entry system, their exchange and transfer will be affected through DTC and the Participants and will be subject to the procedures, rules and requirements established by DTC. See “APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Bond Register. The Trustee will keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which will upon reasonable notice as agreed to by the Trustee, be open to inspection during regular business hours by the Authority; and, upon presentation for such purpose, the Trustee will, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as provided in the Indenture.

Transfer and Exchange. Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. The Trustee will require the Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond is or Bonds are surrendered for transfer, the Authority will execute and the Trustee will authenticate and deliver to the transferee a new Bond or Bonds of like series, interest rate, maturity and aggregate principal amount. The Authority will pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer of Bonds.

The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations and of the same series, interest rate and maturity. The Trustee will require the Owner requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange. The Authority will pay the cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange of Bonds.

The Trustee may refuse to transfer or exchange, under the provisions of the Indenture described above, any Bonds selected by the Trustee for redemption under the Indenture, or any Bonds during the period established by the Trustee for the selection of Bonds for redemption.

Redemption*

Optional Redemption. The Bonds maturing on or before April 1, _____, are not subject to optional redemption prior to their respective stated maturities. The Bonds maturing on or after April 1, _____, are subject to optional redemption in whole, or in part at the election of the Authority (at the direction of the City) among maturities on such basis as designated by the Authority and by lot within a maturity, at the option of the Authority, on any date on or after April 1, _____, from any available source of funds, at a redemption price equal to 100% of the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

Mandatory Sinking Fund Redemption. The Bonds maturing April 1, _____ (the “**Term Bonds**”) are subject to mandatory redemption in part by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on April 1 in the respective years as set forth in the following table; *provided, however*, that if some but not all of the Term Bonds have been optionally redeemed, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of the Term Bonds so redeemed, to be allocated among such sinking fund payments in integral multiples of \$5,000 as determined by the Authority (as set forth in a schedule provided by the Authority to the Trustee).

Term Bonds Maturing April 1, _____

Sinking Fund Redemption Date (April 1)	Principal Amount To Be Redeemed
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Extraordinary Mandatory Redemption. The Bonds are subject to mandatory redemption prior to maturity in whole or in part, among maturities as determined by the Authority, on any date, at a redemption price equal to 100% of the principal amount thereof to be redeemed (plus accrued but unpaid interest to the redemption date), without premium, from Net Proceeds received under from amounts deposited in the Insurance and Condemnation Fund under the Indenture, and any other funds available under the Indenture for purposes of that fund and/or Surplus Bond Proceeds.

Selection of Bonds for Redemption. Whenever provision is made in the Indenture for the redemption of less than all of the Bonds of a single maturity, the Trustee will select the Bonds of that maturity to be redeemed by lot in any manner which the Trustee in its sole discretion deems appropriate. For purposes of such selection, the Trustee will treat each Bond as consisting of separate \$5,000 portions and each such portion will be subject to redemption as if such portion were a separate Bond.

* Preliminary; subject to change.

Notice of Redemption. The Trustee will give notice of redemption of the Bonds by first class mail, postage prepaid, not less than 20 nor more than 60 days before any redemption date, to the respective Owners of any Bonds designated for redemption at their addresses appearing on the Registration Books and to one or more Securities Depositories and to the Municipal Securities Rulemaking Board.

Neither the failure to receive any notice nor any defect therein will affect the sufficiency of the proceedings for such redemption or the cessation of accrual of interest from and after the redemption date. Notice of redemption of Bonds will be given by the Trustee, at the expense of the Authority, for and on behalf of the Authority.

However, while the Bonds are subject to DTC's book-entry system, the Trustee will be required to give notice of redemption only to DTC as provided in the letter of representations executed by the Authority and received and accepted by DTC. DTC and the Participants will have sole responsibility for providing any such notice of redemption to the beneficial owners of the Bonds to be redeemed. Any failure of DTC to notify any Participant, or any failure of Participants to notify the Beneficial Owner of any Bonds to be redeemed, of a notice of redemption or its content or effect will not affect the validity of the notice of redemption, or alter the effect of redemption set forth in the Indenture.

Rescission of Redemption Notice. The Authority has the right to rescind any notice of the redemption of Bonds under the Indenture by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption will be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation will not constitute an Event of Default. The Authority and the Trustee have no liability to the Bond Owners or any other party related to or arising from such rescission of redemption. The Trustee will mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under the Indenture.

Effect of Redemption. When notice of redemption has been duly given as set forth in the Indenture, and moneys for payment of the redemption price of, together with interest accrued to the date fixed for redemption on, including any applicable premium, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Bonds (or portions thereof) so called for redemption will become due and payable, interest on the Bonds so called for redemption will cease to accrue, those Bonds (or portions thereof) will cease to be entitled to any benefit or security under the Indenture, and the Owners of those Bonds will have no rights in respect thereof except to receive payment of the redemption price thereof.

Book-Entry Only System

The Bonds will be issued as fully registered bonds in book-entry only form, registered in the name of Cede & Co. as nominee of DTC, and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple of \$5,000, under the book-entry system maintained by DTC. While the Bonds are subject to the book-entry system, the principal, interest and any redemption premium with respect to a Bond will be paid by the Trustee to DTC, which in turn is obligated to remit such payment to its DTC Participants for subsequent disbursement to Beneficial Owners of the Bonds. Purchasers of the Bonds will not receive certificates representing their interests therein, which will be held at DTC. See "APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM" for further information regarding DTC and the book-entry system.

SECURITY FOR THE BONDS

The principal of and interest on the Bonds are not a debt of the Authority or the City, nor a legal or equitable pledge, charge, lien or encumbrance, upon any of their respective property, or upon any of their income, receipts, or revenues except the Revenues and other amounts pledged under the Indenture.

This section provides summaries of the security for the Bonds and certain provisions of the Indenture, the Lease and the Site Lease. See “APPENDIX C – Summary of Principal Legal Documents” for a more complete summary of the Indenture, the Lease, the Site Lease and the Assignment Agreement. Capitalized terms used but not defined in this section have the meanings given in APPENDIX C.

Revenues; Pledge of Revenues

Pledge of Revenues and Other Amounts. Under the Indenture, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, all of the Revenues and all amounts (including proceeds of the sale of the Bonds) held in any fund or account established under the Indenture are pledged to secure the payment of the principal of and interest on the Bonds in accordance with their terms and the provisions of the Indenture. This pledge constitutes a lien on and security interest in the Revenues and such amounts and will attach, be perfected and be valid and binding from and after the Closing Date, without the need for any physical delivery thereof or further act.

“**Revenues**” are defined in the Indenture as all amounts received by the Authority or the Trustee under or with respect to the Lease, including, without limiting the generality of the foregoing, all of the Lease Payments (including both timely and delinquent payments, any late charges, and whether paid from any source), but excluding (i) any amounts the City is obligated to pay under the Lease or under another lease as additional amounts of rental for the use and occupancy of the Leased Property if such additional amounts of rental are pledged or assigned for the payment of any bonds, notes, leases or obligations other than the Bonds, (ii) any Additional Rental Payments (described below); and all interest, profits or other income derived from the investment of amounts in any fund or account established under the Indenture.

Assignment to Trustee

Under the Assignment Agreement, the Authority will transfer to the Trustee all of the rights of the Authority in the Lease (other than the rights of the Authority under the provisions of the Lease regarding Additional Rental Payments, repayment of advances, indemnification, and the payment of attorneys’ fees). The Trustee is entitled to collect and receive all of the Revenues, and any Revenues collected or received by the Authority will be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and will immediately be paid by the Authority to the Trustee. The Trustee is also entitled to and will, subject to the provisions of the Indenture regarding duties of the Trustee, take all steps, actions and proceedings which the Trustee determines to be reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority and all of the obligations of the City under the Lease.

Allocation of Funds by Trustee

Deposit of Revenues into Bond Fund. All Revenues shall be promptly deposited by the Trustee upon receipt thereof in a special fund designated as the "Bond Fund" which the Trustee shall establish, maintain and hold in trust; except that all moneys received by the Trustee and required under the Indenture or under the Lease to be deposited in the Redemption Fund or the Insurance and Condemnation Fund shall be promptly deposited in such funds. All Revenues deposited with the Trustee shall be held, disbursed, allocated and applied by the Trustee only as provided in the Indenture. Any surplus remaining in the Bond Fund, after payment in full of (i) the principal of and interest on the Bonds or provision therefore under the Indenture, and (ii) any applicable fees and expenses to the Trustee, shall be withdrawn by the Trustee and remitted to the City.

Transfers from the Bond Fund. On or before each Interest Payment Date, the Trustee will transfer from the Bond Fund and deposit into the following respective accounts (each of which the Trustee will establish and maintain within the Bond Fund), the following amounts in the following order of priority:

Deposit to Interest Account. The Trustee will deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to be at least equal to the amount of interest becoming due and payable on such Interest Payment Date on all Bonds then Outstanding.

Deposit to Principal Account. The Trustee will deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds coming due and payable on such Interest Payment Date.

Application of Accounts within Bond Fund.

Application of Interest Account. All amounts in the Interest Account will be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it comes due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity).

Application of Principal Account. All amounts in the Principal Account will be used and withdrawn by the Trustee solely to pay the principal amount of the Bonds at their respective maturity dates.

Application of Redemption Fund. The Trustee shall establish and maintain the Redemption Fund, into which the Trustee shall deposit a portion of the Revenues received, in accordance with a Written Request of the Authority, amounts in which shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and premium (if any) of any Bonds to be optionally redeemed under the Indenture.

Debt Service Reserve Fund

Upon delivery of the Bonds, the Trustee will establish a debt service reserve fund for the Bonds (the "**Reserve Fund**"), which the Trustee shall maintain and hold in trust; and deposit there in an amount of the proceeds equal to the "**Reserve Requirement**," which means, as of any date of calculation thereof by the Authority, an amount equal to the lesser of (a) 10% of the original

principal amount of the Bonds, (b) the maximum amount of debt service coming due in the current or any future Bond Year with respect to the Bonds, or (c) 125% of average annual debt service for the Bonds. The initial Reserve Requirement may be recalculated by the Authority on any date; all amounts on deposit in the Reserve Fund in excess of the Reserve Requirement as calculated from time to time, and all amounts derived from the investment of amounts in the Reserve Fund which are not required to be retained therein to maintain the Reserve Requirement, will be available for transfer by the Trustee to the Bond Fund.

The Authority has the right to either meet the Reserve Requirement at the time of issuance of the Bonds or at any time thereafter to cause the Trustee to release cash from the Reserve Fund, in whole or in part, by tendering to the Trustee a Qualified Reserve Fund Credit Instrument, as defined in the Indenture.

If five Business Days prior to any Interest Payment Date the moneys available in the Bond Fund do not equal the amount of the Lease Payment then coming due and payable, the Trustee shall apply the moneys available in the Reserve Fund or shall draw on such Qualified Reserve Fund Credit Instrument to make such payments on behalf of the Authority by transferring the amount necessary for this purpose to the Bond Fund. Upon receipt of any delinquent Lease Payment with respect to which moneys have been advanced from the Reserve Fund or from such Qualified Reserve Fund Credit Instrument, such Lease Payment shall be deposited in the Reserve Fund to the extent of such advance, as needed to provide the Reserve Requirement or to reimburse such draw on the Qualified Reserve Fund Credit Instrument.

If on any Interest Payment Date, the moneys on deposit in the Reserve Fund and the Bond Fund are sufficient to pay or prepay all Outstanding Bonds, including all principal, interest and prepayment premiums (if any) thereon, the Trustee shall, upon the written request of the Authority, transfer all amounts then on deposit in the Reserve Fund to the Bond Fund to be applied for such purpose to the payment of the Lease Payments on behalf of the Authority.

Lease Payments

Requirement to Make Lease Payments. Under the Lease, subject to the provisions of the Lease concerning rental abatement (see – “Abatement,” below) and prepayment of Lease Payments, the City agrees to pay to the Authority, its successors and assigns, the Lease Payments in the respective amounts specified in the Lease, to be due and payable in immediately available funds on the Lease Payment Dates immediately preceding each of the respective Interest Payment Dates specified in the Lease, and to be deposited by the City with the Trustee on each of the Lease Payment Dates specified in the Lease (defined as the 5th Business Day immediately preceding each Interest Payment Date).

Any amount held in the Bond Fund, the Interest Account and the Principal Account on any Lease Payment Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole under the Lease, and amounts required for payment of past due principal or interest on any Bonds not presented for payment) will be credited towards the Lease Payment then required to be paid under the Lease.

The City is not required to deposit any Lease Payment with the Trustee on any Lease Payment Date if the amounts then held in the Bond Fund, the Interest Account and the Principal Account are at least equal to the Lease Payment then required to be deposited with the Trustee.

The Lease Payments payable in any Rental Period are for the use of the Leased Property during that Rental Period.

Rate on Overdue Lease Payments. If the City fails to make any of the payments of Lease Payments required in the Lease, the payment in default will continue as an obligation of the City until the amount in default has been fully paid, and the City agrees to pay the same with interest thereon, from the date of default to the date of payment at the highest rate of interest on any Outstanding Bond.

Fair Rental Value. The aggregate amount of the Lease Payments and Additional Rental Payments coming due and payable during each Rental Period constitute the total rental for the Leased Property for such Rental Period, and are payable by the City in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Leased Property during each Rental Period. The Authority and the City have agreed and determined that the total Lease Payments represent the fair rental value of the Leased Property. In making that determination, consideration has been given to the estimated value of the Leased Property, other obligations of the City and the Authority under the Lease, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the City and the general public.

Additional Rental Payments. In addition to the Lease Payments, the City shall pay when due the following amounts of Additional Rental Payments in consideration of the lease of the Leased Property by the City from the Authority:

- (a) All fees and expenses incurred by the Authority in connection with or by reason of its leasehold estate in the Leased Property, when due;
- (b) All reasonable compensation to the Trustee for all services rendered under the Indenture and for all reasonable expenses, charges, costs, liabilities, legal fees and other disbursements incurred in and about the performance of its powers and duties under the Indenture;
- (c) The reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Authority or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under the Lease or the Indenture;
- (d) Amounts coming due and payable as Excess Investment Earnings in accordance with the Lease; and
- (e) The reasonable out-of-pocket expenses of the Authority in connection with the execution and delivery of the Lease or the Indenture, or in connection with the issuance of the Bonds, including but not limited to any and all expenses incurred in connection with the authorization, sale and delivery of the Bonds, or incurred by the Authority in connection with any litigation which may at any time be instituted involving the Lease, the Bonds, the Indenture or any of the other documents contemplated thereby, or otherwise incurred in connection with the administration of the Lease.

Limited Obligation

THE OBLIGATION OF THE CITY TO MAKE THE LEASE PAYMENTS DOES NOT CONSTITUTE A DEBT OF THE CITY, THE AUTHORITY OR THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMIT OR RESTRICTION, AND DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION.

Additional Obligations

Under the Indenture, the Authority covenants that no additional bonds, notes or other indebtedness will be issued or incurred which are payable out of the Revenues in whole or in part.

However, the Lease provides that the Lease may be amended to obligate the City to pay additional amounts of rental for the use and occupancy of the Leased Property, but only if

(a) such additional amounts of rental are pledged or assigned for the payment of any bonds, notes, leases or other obligations the proceeds of which are applied to finance or refinance the acquisition or construction of any real or personal property for which the City is authorized to expend funds subject to its control,

(b) the City has obtained and filed with the Trustee an appraisal or other written evidence that the value of the Leased Property is at least equal to the aggregate principal amount of the Outstanding Bonds and all such other bonds, notes, leases or other obligations, and

(c) the City has filed with the Trustee written evidence that the amendments made for this purpose will not of themselves cause a reduction or withdrawal of any rating then assigned to the Bonds.

Source of Lease Payments; Covenant to Budget and Appropriate

The Lease Payments are payable from any source of available funds of the City, subject to the provisions of the Lease regarding abatement. See “– Abatement” herein.

Under the Lease, the City covenants to take all actions required to include the Lease Payments in each of its budgets during the Term of the Lease and to make the necessary appropriations for all Lease Payments and Additional Rental Payments. This covenant of the City constitutes a duty imposed by law and each and every public official of the City is required to take all actions required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in the Lease agreed to be carried out and performed by the City.

Abatement

Termination or Abatement Due to Eminent Domain. Under the Lease, if the Leased Property is taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of the Lease thereupon ceases as of the day possession is taken. If less than all of the Leased Property is taken permanently, or if the Leased Property is taken temporarily, under the power of eminent domain, then:

(a) the Lease will continue in full force and effect with respect thereto and does not terminate by virtue of such taking, and the parties waive the benefit of any law to the contrary; and

(b) the Lease Payments are subject to abatement in an amount determined by the City such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property.

Abatement Due to Damage or Destruction. The Lease Payments are subject to abatement during any period in which by reason of damage or destruction (other than by eminent domain as described above) there is substantial interference with the use and occupancy by the City of the Leased Property or any portion thereof.

In the case of damage or destruction of only a portion of the Leased Property, the Lease Payments are subject to abatement in an amount determined by the City such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property not damaged or destroyed. Such abatement will continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction.

If any such damage or destruction occurs, the Lease continues in full force and effect and the City waives any right to terminate this Lease by virtue of any such damage and destruction. The City must maintain title insurance on the Leased Property during the term of the Lease, which proceeds would be available to pay Lease Payments in the event of a title defect.

Remedies on Default

Failure by the City to make Lease Payments, or failure to pay Additional Rental Payments or to observe and perform any other terms, covenants or conditions contained in the Lease or in the Indenture for a period of 30 days after written notice of such failure and request that it be remedied has been given to the City by the Authority or the Trustee, constitute Events of Default under the Lease. Such events permit the Trustee or the Authority to pursue any and all available remedies. However, notwithstanding anything in the Lease or in the Indenture to the contrary, neither the Authority nor the Trustee have any right, under the Lease, the Site Lease or otherwise, to sell, repossess or re-lease the Leased Property, nor is there any right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments that are not then in default to be immediately due and payable. See “BOND OWNERS’ RISKS – Limited Recourse on Default; No Right to Repossess; No Acceleration of Lease Payments” herein.

Following an event of default, the Authority or the Trustee may elect either to terminate the Lease and seek to collect damages from the City or to maintain the Lease in effect and seek to collect the Lease Payments as they become due. Under the Assignment Agreement, the Authority assigns all of its rights with respect to remedies in an Event of Default to the Trustee, so that all such remedies will be exercised by the Trustee and the Bond Owners as provided in the Indenture. See “BOND OWNERS’ RISKS – Limited Recourse on Default; No Right to Repossess; No Acceleration of Lease Payments” herein.

In the Event of Default, there is no remedy of acceleration of the total Lease Payments due over the term of the Lease and neither the Authority nor the Trustee are empowered to sell or re-let the Leased Property and use the proceeds of such sale or re-letting to redeem the Certificates or pay debt service with respect thereto.

The City will be liable only for Lease Payments on an annual basis and, in the Event of Default, the Authority or Trustee would be required to seek a separate judgment each year for that year's defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against municipalities in California, including a limitation on enforcement of judgments against funds of a Fiscal Year other than the Fiscal Year in which the Lease Payments were due and against funds needed to serve the public welfare and interest.

Property Insurance

Liability Insurance. Under the Lease, the City is required to maintain or cause to be maintained throughout the Term of the Lease, but only if and to the extent available from reputable insurers at reasonable cost in the reasonable opinion of the City, a standard commercial general liability insurance policy or policies in protection of the Authority, the City, and their respective members, officers, agents, employees and assigns.

Such policy or policies must provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Such policy or policies must provide coverage in such liability limits and be subject to such deductibles as the City deems adequate and prudent.

Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City, subject to the provisions of the Lease regarding self-insurance, or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance. The proceeds of such liability insurance must be applied toward extinguishment or satisfaction of the liability with respect to which paid.

Property Insurance. If and only if the Leased Property does not consist of all or a portion of the City's streets, the City is required to procure and maintain, or cause to be procured and maintained, property insurance against loss or damage to all buildings situated on the Leased Property, in an amount at least equal to the lesser of (a) 100% of the replacement value of the insured buildings, or (b) 100% of the aggregate principal amount of the Outstanding Bonds. *Because the Leased Property initially consists of an interest in City streets, no property insurance will be obtained or maintained initially.*

Such insurance must, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, fire and such other hazards as are normally covered by such insurance, and must include earthquake insurance if available at reasonable cost from reputable insurers in the judgment of the City. Such insurance may be subject to such deductibles as the City deems adequate and prudent.

Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers agency or other program providing pooled insurance; provided that such insurance may not be maintained by the City in the form of self-insurance. The Net Proceeds of such insurance must be applied as provided in the Lease.

Insurance Net Proceeds; Form of Policies. Each policy of casualty insurance, rental interruption insurance, and title insurance if any, maintained under the Lease must name the

Trustee as loss payee so as to provide that all proceeds thereunder are payable to the Trustee. The City shall pay or cause to be paid when due the premiums for all insurance policies required by the Lease. All such policies shall provide that the Trustee is given 30 days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby. The Net Proceeds of such insurance must be applied as provided in the Lease.

The City must file with the Trustee annually, within 90 days following the close of each Fiscal Year, a certificate of the City stating that all policies of insurance required under the Lease are then in full force and effect. The Trustee has no responsibility for the sufficiency, adequacy or amount of any insurance or self-insurance herein required and is fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss.

If any liability and property damage insurance maintained under the Lease is provided in the form of self-insurance, the City must file with the Trustee annually, within 90 days following the close of each Fiscal Year, a statement of the risk manager of the City or an independent insurance adviser engaged by the City identifying the extent of such self-insurance and stating the determination that the City maintains sufficient reserves with respect thereto. If any such insurance is provided in the form of self-insurance by the City, the City has no obligation to make any payment with respect to any insured event except from those reserves.

THE AUTHORITY

The Authority is a joint exercise of powers authority duly organized and existing under and pursuant to that Joint Exercise of Powers Agreement dated as of December 15, 1998, by and between the City and the Successor Agency to the Turlock Redevelopment Agency (as successor to the Turlock Redevelopment Agency), and under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code.

The Authority was formed for the purpose, among others, of assisting the City in the acquisition, construction and financing of public improvements that are of public benefit to the City. Under the Law, the Authority has the power to lease real property in furtherance of the acquisition of public improvements necessary or convenient for the operation of the City, or to purchase bonds issued by any local agency at public or negotiated sale and may sell such bonds to public or private purchasers at public or negotiated sale.

The Authority is governed by a five-member Board of Directors (the "**Board**"), which consists of the members of the City Council of the City. The Mayor and the Vice Mayor of the City serve as the Chair and Vice Chair, respectively, the City Manager serves as the Executive Director, the City Clerk serves as the Secretary, and the City's Finance Director serves as the Treasurer of the Authority.

The Authority covenants in the Indenture to maintain its existence as a joint exercise of powers agency while any Bonds are Outstanding, including by substituting a new member for the Successor Agency to the Turlock Redevelopment Agency if determined to be necessary for such purpose.

THE CITY

General

The City is located in the heart of California's Central Valley. The City is the second largest city in the County with a population which has grown steadily from 13,992 in 1970 to over 70,000 today. The City is approximately 135 miles from San Francisco and 94 miles from Sacramento. The City was incorporated in 1908 and utilizes a Council-Manager form of government. The City Council is made up of five members who set policy and the City budget.

The City provides police, fire (through agreement with the Modesto Fire Department), street and infrastructure maintenance, storm drain, park and community recreation, museum, community development and other services to residents. The City also provides water and wastewater services through the operations of its utility enterprises and operates the Turlock Municipal Airport.

For additional background, and certain demographic and economic information regarding the City and the County, see APPENDIX B.

City Government

The City operates under a Council-Manager structure of government. Policy making and legislative authority are vested in the City Council, which is responsible, among other matters, for passing resolutions and ordinances, adopting the City budget, appointing committees, and hiring the City Manager. The City Council is comprised of five members, including a City-wide-elected Mayor and four Councilmembers elected by district. Each member serves a staggered 4-year term. The City Manager is responsible for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments.

The City Council of the City currently consists of the following persons:

Name and Office	Current Term Expires*
Amy Bublak, <i>Mayor</i>	November 2026
Kevin Bixel, <i>Councilmember (District 1)</i>	November 2026
Rebecka Monez, <i>Councilmember (District 2)</i>	November 2024
Cassandra Abram, <i>Councilmember (District 3)</i>	November 2026
Pam Franco, <i>Councilmember (District 4)</i>	November 2024

* At the November 5, 2024 election, Councilmember Rebecka Monez was re-elected to a new four-year term for District 2, and Erika Phillips was elected to a four-year term to replace Councilmember Pam Franco for District 4.

Following are short biographies of the City Manager and Finance Director:

Reagan M. Wilson, City Manager. Mr. Wilson was appointed City Manager in February 2022. From 1974 to 2003, Mr. Wilson worked for the County, including serving as Chief Executive Officer of the County from 1993 until 2003. He holds a Bachelor's Degree in Political Science and Government, Economics from California State University, Stanislaus.

Isaac Moreno, Finance Director. Mr. Moreno has served as Finance Director since October 2021. Before that time, he had served as Assistant City Manager for the City of Selma since January 2015. He has a Master's Degree in Business Administration and Management from the University of Phoenix.

Labor Relations

The City had approximately 293 full-time employees as of November 12, 2024. City employees are represented by seven labor organizations. The City characterizes labor relations as being good, stable and productive. Six of the labor organizations have contracts that are effective through September 18, 2022, and one agreement was extended through September 18, 2024. The City has not experienced a major work stoppage by City employees in the last 20+ years.

CITY FINANCIAL INFORMATION

Accounting and Financial Reporting

The City maintains its accounting records in accordance with Generally Accepted Accounting Principles ("**GAAP**") and the standards established by the Governmental Accounting Standards Board ("**GASB**").

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The City considers all revenues reported in the governmental funds to be available if the revenues are collected within ninety days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and accumulated unpaid vacation, sick pay and other employee benefit amounts, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Non-exchange transactions, in which the City gives or receives value without directly receiving or giving equal value in exchange, include property taxes, grants, entitlements, and donations. On the accrual basis, revenue from taxes is recognized in the fiscal year for which the taxes are levied or assessed. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Other revenues susceptible to accrual are sales taxes and interest revenue. Forfeitures, licenses, other permits and miscellaneous revenue are not susceptible to accrual because they are not measurable until received in cash. Grant funding received in advance of the related expenditure is accounted for as unearned revenue.

Grant revenues are recognized in the Fiscal Year in which all eligibility requirements are met. Under the terms of grant agreements, the City may fund certain programs with a combination of cost-reimbursement grants, categorical block grants, and general revenues. Thus, both restricted and unrestricted net position are available to finance program expenditures. The City's policy is to first apply restricted grant resources to such programs, followed by general revenues if necessary.

The City Council employs, at the beginning of each Fiscal Year, an independent certified public accounting firm which, at such time or times as specified by the City Council, at least annually, at such other times as such firm shall determine, examines the books, records, inventories and reports of all officers and employees who receive, control, handle or disburse public funds and of all such other officers, employees or departments as the City Council may direct. As soon as practicable after the end of the Fiscal Year, a final audit and report is submitted by such firm to the City Council and a copy of the financial statements as of the close of the Fiscal Year is published.

For additional details, see APPENDIX A.

General Fund, the Budget Process and Information

General Fund. The City's General Fund is its primary operating fund and is where the City accounts for all its general-purpose revenues. It is distinguished from the City's other governmental funds that are used to account for special purpose revenues, capital projects, debt service activities, and monies held for the benefit of others.

Fiscal Year Budget Process. The City operates on a Fiscal Year basis that begins on July 1 of each year and ends on June 30 of the following year. The annual budget adopted by the City Council provides for the general operation of the City. Development of the City's annual budget is a process which generally begins in February and March and continues until the budget is adopted by the City Council in June. The General City Budget includes programs which are provided on a largely City-wide basis. The programs and services are financed primarily by the City's share of sales tax, property tax, revenues from the State and/or federal government, and charges for services provided.

The City Council approves total budgeted appropriations and any amendments to appropriations throughout the Fiscal Year. Appropriations lapse at Fiscal Year-end. The City Council generally reauthorizes appropriations for continuing projects and activities. The City Council has the legal authority to amend the budget of any fund at any time during the Fiscal Year. The budgetary level of control (the level on which expenditures may not legally exceed appropriations) is generally at the fund level. The City Manager is authorized to transfer budgeted amounts within departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

Fiscal Year 2024-25 Adopted Budget. The adopted budget for Fiscal Year 2024-25 was approved on June 11, 2024. The adopted budget projects General Fund revenues to be approximately \$64.1 million and expenditures to be approximately \$62.5 million. The vast majority of these revenues come from taxes and assessments.

Financial Statements

The City's accounting policies conform to generally accepted accounting principles and reporting standards set forth by the State Controller. The audited financial statements also conform to the principles and standards for public financial reporting established by GASB. The City's Annual Comprehensive Financial Report ("**ACFR**") for Fiscal Year 2022-23, including the City's audited financial statements, is set forth in Appendix A.

Statements of Revenues and Expenditures. The following table provides a five-year history of the City's General Fund revenues, expenditures, and changes in fund balances for Fiscal Years 2018-19 through 2022-23.

TABLE 1
City of Turlock
Statements of Revenues, Expenditures and Changes in General Fund Balance
Fiscal Years 2018-19 through 2022-23

	Audited 2018-19	Audited 2019-20	Audited 2020-21	Audited 2021-22	Audited 2022-23
Revenues					
Taxes and assessments	\$24,110,750	\$24,098,386	\$27,518,605	\$29,735,857	\$32,882,082
Measure A sales tax	--	--	3,224,606	15,166,113	15,247,244
Licenses and permits	1,812,585	2,042,136	1,877,928	2,274,420	5,476,400
Fines, forfeitures, and penalties	185,122	125,770	108,019	97,365	105,216
Use of money and property	659,590	417,608	187,271	(854,099)	604,271
Intergovernmental	7,245,710	7,301,729	11,460,748	8,149,588	8,656,448
Charges for current services	4,477,413	4,330,822	4,495,128	5,718,403	7,686,524
Other revenue	193,771	224,510	143,683	161,015	130,386
Total Revenues	38,684,941	38,540,961	49,015,988	60,448,662	70,788,571
Expenditures					
Current:					
General Government	4,862,426	4,821,527	7,056,424	7,645,832	7,711,826
Public safety	31,961,206	30,341,211	30,386,486	33,612,827	35,218,501
Public ways and facilities/transportation	240,333	292,598	373,682	391,022	545,902
Parks and recreation	2,255,162	1,759,423	1,547,048	2,158,114	2,595,693
Community development	805,520	859,419	639,200	705,911	4,662,388
Capital outlay	14,344	11,739	3,502	39,084	1,868,486
Debt service:					
Principal	237,683	243,181	244,931	255,022	357,094
Interest and fiscal charges	112,618	103,122	93,381	83,289	132,632
Total expenditures	40,489,292	38,432,220	40,344,654	44,891,101	53,092,522
Excess (deficiency) of revenues over (under) expenditures	(1,804,351)	108,741	8,671,334	15,557,561	17,696,049
Other financing sources(uses)					
Issuance of debt	--	--	--	1,755,110	--
Contributions from private purpose trust	244,700	48,401	56,806	58,738	87,729
Proceeds from sale of property	13,667	21,536	1,294	24,985	1,028
Transfers in ⁽¹⁾	2,506,962	2,578,911	2,678,412	3,121,380	6,308,555
Transfers (out) ⁽¹⁾	(1,740,818)	(1,494,815)	(1,407,110)	(3,811,101)	(10,901,355)
Total other financing sources	1,024,511	1,154,033	1,329,402	1,149,112	(4,504,043)
Net Change in fund balances	(779,840)	1,262,774	10,000,736	16,706,673	13,192,006
Beginning of year⁽²⁾	11,521,338	10,741,498	12,004,272	21,915,893	38,622,566
End of year	\$10,741,498	\$12,004,272	\$22,005,008	\$38,622,566	\$51,814,572

(1) Transfers-in generally consist of transfers from the Water Fund and Sewer Fund to reimburse the General Fund for administrative costs allocated to the enterprises, while transfers-out generally consist of transfers to Non-Major Governmental Funds to fund operations and capital improvement projects.

(2) There was a prior period adjustment of (\$89,115) for Fiscal Year 2021-22.

Source: City Finance Department and City of Turlock - Audited Financial Statements for Fiscal Years 2018-19 through 2022-23.

Statements of Revenues and Expenditures. The following table provides a five-year history of the City's General Fund revenues, expenditures, and changes in fund balances for Fiscal Years 2018-19 through 2022-23.

TABLE 2
City of Turlock
General Fund Balance Sheets
Fiscal Years 2018-19 through 2022-23

	Audited 2018-19	Audited 2019-20	Audited 2020-21	Audited 2021-22	Audited 2022-23
Assets					
Cash and investments	\$6,346,048	\$10,074,659	\$20,441,685	\$35,595,673	\$44,901,699
Accounts receivable	5,082,548	5,243,243	8,622,448	9,279,830	11,231,321
Interest receivable	125,302	72,969	100,120	179,868	434,523
Due from developers	20,041	20,041	20,041	20,041	20,041
Due from other funds	3,261,110	--	--	--	--
Loans receivable	4,341	4,017	19	3,549	5,058
Prepaid expenditures	5,971	5,474	6,789	1,758,320	1,758,303
Leases receivable	--	--	--	504,825	494,860
Total Assets	14,845,361	15,420,403	29,191,102	47,342,106	58,845,805
Liabilities					
Accounts payable	1,757,796	944,963	4,761,017	5,501,385	3,871,605
Payroll payable	925,532	877,096	829,667	1,321,440	1,272,355
Unearned revenue	244,476	196,439	277,416	297,631	218,879
Deposits payable	982,196	1,203,770	1,124,131	907,696	994,122
Total Liabilities	3,910,000	3,222,268	6,992,231	8,028,152	6,356,961
Deferred Inflow of Resources					
Unavailable revenues	193,863	193,863	193,863	193,863	193,863
Related to leases	--	--	--	497,525	480,409
Total Deferred Inflows of Resources	193,863	193,863	193,863	691,388	674,272
Fund Balances					
Nonspendable	30,353	29,532	26,849	1,789,210	1,789,239
Committed	1,625,552	1,858,488	2,443,878	2,874,296	3,271,333
Assigned	524,803	524,256	510,366	529,862	536,270
Unassigned	8,560,790	9,591,996	19,023,915	33,429,198	46,217,730
Total Fund Balance	10,741,498	12,004,272	22,005,008	38,622,566	51,814,572
Total Liabilities & Fund Balance	\$14,845,361	\$15,420,403	\$29,191,102	\$47,342,106	\$58,845,805

Source: City of Turlock - Audited Financial Statements for Fiscal Years 2018-19 through 2022-23.

Governmental Activities Key Revenue Components (Taxes and Assessments). The following tables sets forth the components of the City largest category of revenues (Taxes and Assessments), encompassing the General Fund and funds related to other governmental activities. Fiscal Year 2022-23 information is unaudited.

TABLE 3
City of Turlock
Governmental Activities – Components of Taxes and Assessments
Fiscal Years 2018-19 through 2022-23

Type of Tax	2018-19	2019-20	2020-21	2021-22	2022-23
Property taxes	\$6,332,982	\$6,679,966	\$7,259,509	\$7,527,601	\$8,802,762
Sales taxes ⁽¹⁾	15,052,640	14,737,188	20,889,466	34,268,587	36,309,141
VLF in lieu	6,698,598	7,077,974	7,445,318	7,829,457	8,336,087
Other Taxes	4,100,273	4,336,473	4,117,973	4,836,266	14,353,172
Totals	\$32,184,493	\$32,831,601	\$39,712,266	\$54,461,911	\$67,801,162

(1) Includes Measure A (3/4-cent sales tax), which became effective April 1, 2021.

Source: City of Turlock - Audited Financial Statements for Fiscal Years 2018-19 through 2021-22 and unaudited financial statements for Fiscal Year 2022-23.

Sales and Use Taxes

Overview. Sales and use taxes typically represents the largest source of tax revenues to the City's General Fund. Sales and use taxes are less stable sources of revenues to the City, given that they are based on consumer spending within the City which is impacted by a variety of factors including the overall economy and other factors.

This category includes Measure A revenues, which became effective during Fiscal Year 2020-21.

Measure A. Measure A, which was approved by voters in the City on November 3, 2020, and became effective April 1, 2021, is a general (unrestricted) transaction and use tax in the amount of ¾-cent. As a general tax, it can be used for any General Fund purposes, including paying the Lease Payments which secure repayment of the Bonds. This sales and use tax has no sunset date.

Historic Taxable Transactions. The following table shows historical taxable transactions in the City for the most recent five years available.

TABLE 4
City of Turlock
Taxable Transactions
Calendar Years 2020 through 2024
(In Thousands of Dollars)

	2020	2021	2022	2023	2024	% Change from 2023-24
Motor Vehicle and Parts Dealers	\$125,272	\$171,966	\$164,078	\$152,370	\$152,667	0.19%
Home Furnishings and Appliances	14,377	18,747	15,685	13,260	11,349	-14.41
Building Materials	124,078	151,588	148,017	140,019	140,560	0.39
Food and beverage stores	60,424	70,149	71,170	70,462	70,462	0.00
Gasoline stations	120,044	115,223	160,894	157,384	149,453	-5.04
Apparel stores	68,148	91,074	105,496	104,420	107,657	3.10
General merchandise stores	264,175	294,736	316,190	321,130	317,515	-1.13
Food services and drinking places	162,723	174,645	211,524	220,877	220,064	-0.37
Other retail stores	87,063	126,610	132,364	297,168	507,538	70.79
Total Retail and Food Services	1,026,303	1,214,738	1,325,419	1,477,090	1,677,264	13.55
All other outlets	267,700	281,565	329,494	331,753	317,233	-4.38
Total All Outlets	\$1,294,004	\$1,496,303	\$1,654,913	\$1,808,843	\$1,994,497	10.26%

Source: California Department of Tax and Fee Administration.

State-Wide Sales Tax Law. Taxable transactions in the City are currently subject to the following sales and use tax, of which the City's share is only a portion. The City collects a percentage of taxable sales in the City (minus certain administrative costs) pursuant to the Bradley-Burns Uniform Local Sales and Use Tax (the "**Sales Tax Law**"). The State collects and administers the sales tax under the Sales Tax Law, and makes distributions on taxes collected within the City, as shown in the following table.

TABLE 5
City of Turlock
Sales Tax Rate as of November 1, 2024

Statewide Rate	7.250%
Stanislaus County Library Transaction and Use Tax	0.125
Stanislaus County Measure L Local Roads First Transportation	0.500
City of Turlock Transactions and Use Tax (Measure A)	<u>0.750</u>
Total	8.625%

Source: California Department of Tax and Fee Administration (CDTFA).

Sales Tax Collection Procedures. Collection of the sales and use tax is administered by the California Department of Tax and Fee Administration (the "**CDTFA**"). This process was formerly administered by the State Board of Equalization. The Taxpayer Transparency and Fairness Act of 2017, which took effect July 1, 2017, restructured the State Board of Equalization and separated its functions among three separate entities: the State Board of Equalization, the CDTFA and the Office of Tax Appeals. The State Board of Equalization will continue to perform the duties assigned to it by the State Constitution, while all other duties will be transferred to the newly established CDTFA and the Office of Tax Appeals. CDTFA will handle most of the taxes and fees previously collected by the State Board of Equalization, including sales and use tax.

Under the Sales and Use Tax Law, all sales and use taxes collected by the CDTFA under a contract with any city, city and county, or county are required to be transmitted by the CDTFA to such city, city and county, or county periodically as promptly as feasible. These transmittals are required to be made at least twice in each calendar quarter.

Under its procedures, the CDTFA projects receipts of the sales and use tax on a quarterly basis and remits an advance of the receipts of the sales and use tax to the City on a monthly basis. The amount of each monthly advance is based upon the CDTFA's quarterly projection. During the last month of each quarter, the CDTFA adjusts the amount remitted to reflect the actual receipts of the sales and use tax for the previous quarter.

The CDTFA receives an administrative fee based on the cost of services provided by the Board to the City in administering the City's sales tax, which is deducted from revenue generated by the sales and use tax before it is distributed to the City.

Applicability of Sales and Use Tax. Sales and use taxes are complementary taxes; when one applies, the other does not. In general, the statewide sales tax applies to gross receipts of retailers from the sale of tangible personal property in the State. The use tax is imposed on the purchase, for storage, use or other consumption in the State of tangible personal property from any retailer. The use tax generally applies to purchases of personal property from a retailer outside the State where the use will occur within the State. The sales tax is imposed upon the same transactions and items as the statewide sales tax and the statewide use tax.

Certain transactions are exempt from the State sales tax, including sales of the following products:

- food products for home consumption;
- prescription medicine;
- newspapers and periodicals;
- edible livestock and their feed;
- seed and fertilizer used in raising food for human consumption; and
- gas, electricity and water when delivered to consumers through mains, lines and pipes.

This is not an exhaustive list of exempt transactions. A comprehensive list can be found in the CDTFA's Publication 61 (December 2022) entitled "Sales and Use Taxes: Exemptions and Exclusions," which can be found on the CDTFA's website at <http://www.cdtfa.ca.gov/>. *The reference to this Internet website is provided for reference and convenience only. The information contained within the website may not be current, has not been reviewed by the City and is not incorporated in this Official Statement by reference.*

Property Taxes

Property Taxes represents the second-largest sources of taxes to the City's General Fund, after sales and use taxes. Property taxes represent a very stable source of revenue to the City, and are based in large part on assessed valuations of property located in the City.

Property Tax Delinquencies; Teeter Plan. Certain counties in the State of California, including the County, offer a statutory program entitled Alternate Method of Distribution of Tax

Levies and Collections and of Tax Sale Proceeds (the “**Teeter Plan**”). Under the Teeter Plan local taxing entities receive 100% of their tax levies net of delinquencies, but do not receive interest or penalties on delinquent taxes collected by the county. The County includes the City’s property tax collections in its Teeter Plan. Consequently, the City’s receipt of property taxes is equal to 100% of the amount levied. There is no assurance that the County will continue the Teeter Plan or that the City will continue to participate in the Teeter Plan. Delinquencies in the payment of property taxes could have an adverse effect on the ability of the City to make Lease Payments should the County discontinue the Teeter Plan or the City withdraw from or not be able to continue in the Teeter Plan.

General Method of Property Tax Calculations. Proposition 13, passed in 1978, established the current property tax regime for local agencies, including the City, throughout the State. Under Proposition 13, subject to voter-approved debt and certain other exceptions, the base property tax rate on a parcel is limited to 1% of its assessed value and the property tax collected by this 1% County-wide rate is shared by the local agencies eligible to receive property taxes within the applicable County pursuant to applicable State law. Under Proposition 13, the 1975-76 fiscal year serves as the original base year used in determining the assessment for real property. Thereafter, annual increases to the base year value are limited to the inflation rate, as measured by the California Consumer Price Index, or 2%, whichever is less. A new base year value, however, is also established whenever a property, or portion thereof, has had a change in ownership or has been newly constructed. See “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIII A of the State Constitution” for additional information.

Proposition 8, enacted in 1978, allows for a temporary reduction in assessed value when a property suffers a “decline-in-value.” As of the January 1st (lien date) each year, the Assessor must enroll either a property’s Proposition 13 value (adjusted annually for inflation by no more than 2%) or its current market value, whichever is less. When the current market value replaces the higher Proposition 13 value, the lower value is commonly referred to as a “Proposition 8 Value.” “Proposition 8 values” are temporary and, once enrolled, must be reviewed annually by the assessor until the Proposition 13 adjusted base year value is enrolled.

Levy and Collection of Property Taxes. Property taxes are levied for each fiscal year on taxable real and personal property as of the preceding January 1. For assessment and collection purposes, property is classified either as “secured” or “unsecured” and is listed accordingly on separate parts of the assessment roll. The “secured roll” is that part of the assessment roll containing State-assessed public utilities property and real property the taxes on which have a viable tax lien, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the “unsecured roll.”

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year, and become delinquent on December 10 and April 10, respectively. A penalty of 10% attaches immediately to all delinquent payments. Property on the secured roll with respect to which taxes are delinquent become tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of 1% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is deeded to the State and may be sold at public auction.

Property taxes on the unsecured roll are due as of the January 1 lien dates and become delinquent on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5:00 p.m. on October 31, an additional penalty of 1% attaches to them on the

first day of each month until paid. The County has four ways of collecting delinquent unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a judgment in the office of the County Clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

Beginning in 1978-79, Proposition 13 and its implementing legislation shifted the function of property tax allocation to the counties, except for levies to support prior voted debt, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county.

Historical Assessed Valuations. The table below presents the assessed valuation of taxable property in the City for the prior ten fiscal years.

TABLE 6
City of Turlock
Assessed Valuations of All Taxable Property
Fiscal Years 2014-15 through 2024-25

Fiscal Year	Local Secured	Utility	Unsecured	Total
2014-15	\$4,924,066,297	\$402,578	\$178,679,554	\$5,103,148,429
2015-16	5,298,561,865	402,578	178,021,892	5,476,986,335
2016-17	5,748,584,075	433,463	271,341,924	6,020,359,462
2017-18	6,057,148,533	433,463	292,910,221	6,350,492,217
2018-19	6,379,641,849	433,463	373,367,545	6,753,442,857
2019-20	6,706,813,963	433,463	407,353,271	7,114,600,697
2020-21	7,161,081,754	470,641	330,861,241	7,492,413,636
2021-22	7,511,007,559	470,641	336,966,728	7,848,444,928
2022-23	8,012,570,246	470,641	361,650,279	8,374,691,166
2023-24	8,431,776,846	470,641	467,092,423	8,899,339,910
2024-25	9,080,525,852	491,856	480,727,437	9,561,745,145

Source: California Municipal Statistics Inc.

Principal Property Taxpayers. The top twenty largest local secured property taxpayers in the City, as shown on the 2024-25 secured tax roll, are listed in the table below. For fiscal year 2024-25, the total assessed valuation of the twenty largest local secured taxpayers is 15.18% of the total City fiscal year 2024-25 assessed valuation. See “– Property Taxes” above for additional information on the levy and collection of property taxes in the City.

TABLE 7
City of Turlock
Principal Property Taxpayers (Secured Roll)
Fiscal Year 2024-25

	Property Owner	Primary Land Use	2024-25 Assessed Valuation	% of Total ⁽¹⁾
1.	California Dairies Inc.	Food Processing	\$ 200,644,877	2.21%
2.	QR AMZ Turlock Propco LLC	Industrial	161,851,232	1.78
3.	Blue Diamond Growers	Food Processing	147,959,262	1.63
4.	United States Cold Storage of California	Warehouse	109,725,890	1.21
5.	Doctors Medical Center of Modesto Inc.	Medical Facilities	97,701,102	1.08
6.	Foster Poultry Farms	Food Processing	75,072,399	0.83
7.	Mid Valley Dairy Turlock	Food Processing	74,744,900	0.82
8.	Rhino Holdings Turlock LLC	Shopping Center	68,067,150	0.75
9.	Sensient Dehydrated Flavors Inc.	Food Processing	48,496,005	0.53
10.	Valley Milk Real Estate Holdings LLC	Food Processing	46,622,820	0.51
11.	BREIT ACG MF Sierra Oaks LLC	Apartments	43,634,817	0.48
12.	Teluga LLC	Apartments	42,060,033	0.46
13.	Brentwood LLC	Apartments	36,747,572	0.40
14.	Costco Wholesale Corporation	Commercial Store	36,248,026	0.40
15.	Nine Islands I LLC	Shopping Center	35,653,461	0.39
16.	Amcal Stanislaus LLC	Apartments	35,132,542	0.39
17.	Shiv Shakti Industries Inc.	Shopping Center	31,011,700	0.34
18.	Viking Red Beard LP	Food Processing	29,997,400	0.33
19.	Covenant Living West	Assisted Living Facility	29,830,684	0.33
20.	Central Valley Cheese Inc.	Food Processing	27,672,264	0.30
			<u>\$1,378,874,136</u>	<u>15.18%</u>

(1) The total City secured assessed valuation for fiscal year 2024-25 is \$9,080,525,852.
Source: California Municipal Statistics, Inc.

Transient Occupancy Tax

The City levies a “hotel/motel” tax, which is also known as a transient occupancy tax (“TOT”) on short-term lodging stays in the City in the amount of 9% of the room rates charged by hotels, motels and similar establishments in the City.

Other Sources of Revenues

Franchise Fees. This category of General Fund revenues includes franchise fees levied by the City on cable franchises operating in the City, as well as Pacific Gas & Electric, which provides electric and gas service in the City.

Intergovernmental Revenues. This category of General Fund revenues includes revenues received from federal and state governmental sources, such as grants and reimbursements.

Charges for Services. This category of General Fund revenues includes revenues received from services provided by the City to citizens at a charge, such as parks and recreation programming activities.

Direct and Overlapping Bonded Debt

Set forth on the following page is a direct and overlapping debt report for the City (the “**Debt Report**”) prepared by California Municipal Statistics, Inc. The Debt Report is included for general information purposes only. The City has not reviewed the Debt Report for completeness or accuracy and makes no representations in connection therewith. The Debt Report generally includes long term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the City in whole or in part. Such long-term obligations generally are not payable from revenues of the City (except as indicated) nor are they necessarily obligations secured by land within the City. In many cases long-term obligations issued by a public agency are payable from the general fund or other revenues of such public agency. Neither the City, the Authority nor the Underwriter has verified this information.

TABLE 8
City of Turlock
Direct and Overlapping Debt Statement
As of November 1, 2024

2024-25 Assessed Valuation: \$9,561,745,145

OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 11/1/24
Yosemite Community College District	10.027%	\$ 22,990,919
Denair Unified School District	33.404	3,578,764
Turlock Joint Unified School District School Facilities Improvement District No. 1	92.153	36,478,765
Turlock Joint Unified School District (former High School District Bonds)	78.665	36,272,432
Turlock Joint Unified School District (former Elementary School District Bonds)	92.153	2,796,844
Chatom Union School District	49.114	2,416,275
California Statewide Community Development Authority 1915 Act Bonds	100.000	169,720
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT		\$104,703,719
DIRECT AND OVERLAPPING GENERAL FUND DEBT:		
Stanislaus County Certificates of Participation	13.728%	\$ 546,374
Turlock Joint Union High School District Certificates of Participation	78.665	2,376,275
City of Turlock General Fund Obligations	100.000	0 ⁽¹⁾
Turlock Mosquito and Vector Control District Pension Obligation Bonds	33.406	379,951
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$3,302,600
OVERLAPPING TAX INCREMENT DEBT (Successor Agency):	94.059%	\$25,645,186
COMBINED TOTAL DEBT		\$133,651,505 ⁽²⁾

Ratios to 2024-25 Assessed Valuation:

Total Overlapping Tax and Assessment Debt1.10%
Combined Direct Debt (\$0).....0.00%
 Combined Total Debt1.40%

Ratio to Redevelopment Tax Incremental Valuation (\$1,829,621,487):

Overlapping Tax Increment Debt1.40%

(1) Excludes Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

Relevant Fiscal Policies

General. The City has adopted a comprehensive set of fiscal policies to provide guidance for all fiscal activities and resource allocation decisions as defined in the annual budget. The policies set forth guidelines for both current activities and long-range planning. In addition, the City Council approved or adopted several other fiscal policies including:

- Investment Policy.
- Debt Management Policy.
- Reserve Policy

The following are certain highlighted aspects of the adopted policies.

City Investment Policy. The City invests its funds in accordance with the City's Investment Policy, in accordance with Section 53600 et seq. of the State Government Code. Idle cash management and investment transactions are the responsibility of the City Manager and City Treasurer. The Investment Policy sets forth the policies and procedures applicable to the investment of City funds and designates eligible investments. The Investment Policy's stated overarching purpose is to (i) ensure that public funds are invested in such a manner as to comply with state and local laws; (ii) ensure prudent money management; (iii) provide for daily cash flow requirements; and (iv) meet the objectives of the Investment Policy (per California Government Code Section 53600.5) in the following order of priority:

Safety of Principal: Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City strives to diversify its investments by investing funds among a variety of securities with independent returns.

Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. Maturities of investments are selected in anticipation of disbursement needs, thereby obviating the need for forced liquidation or lost interest penalties.

Return on Investments: The City's investment portfolio shall have the objective of attaining a comparative performance measurement or an acceptable rate of return throughout budgetary and economic cycles. These measurements should be commensurate with the City's investment risk constraints identified in the Investment Policy and the cash flow characteristics of the portfolio.

Debt Management Policy. The City's Debt Management Policy sets forth parameters for issuing debt and managing the City's debt portfolio and generally sets forth the following: (i) the purposes for which the debt proceeds may be used, (ii) the types of debt that may be issued, (iii) the relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable, (iv) policy goals related to the City's planning goals and objectives, and (v) the internal control procedures that the City has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use. This policy will also assist the City in pursuing and maintaining quality credit ratings in addition to providing guidance to decision makers.

Reserve Policy. The City's Reserve Policy provides that the City strive to maintain a fund balance in the General Fund, including the General Fund's Strategic Reserve Fund, of at least twenty-five percent (25%) of budgeted General Fund operating expenditures. A 25% fund balance is equivalent to approximately three months of operating expenditures. The Reserve Policy's stated purpose of a 25% minimum fund balance is to meet cash flow requirements, to protect the City's essential service programs and funding requirements during periods of economic uncertainty, local disasters, other financial hardships or downturns in the local economy, and to provide for unforeseen operating or capital needs. The Operating Reserve contained approximately \$28.2 million as of June 30, 2024.

Risk Management. The City maintains the Self-Insurance Internal Service Fund to account for and finance its risks of loss. Under this program, the City is self-insured for workers' compensation and employee health care.

The City uses a reinsurance agreement to reduce its exposure to large losses under the workers' compensation program. Reinsurance permits recovery of a portion of losses from reinsurers, although it does not discharge the primary liability of the City as direct insurer of the risks reinsured. The City does not report reinsured risks as liabilities unless it is probable that those risks will not be covered by reinsurers. Premiums paid to reinsurers during the year ended June 30, 2023, were \$222,247, and the City's deductible under the policy is \$1.250 million, with coverage up to the statutory limit.

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City participates in the Central San Joaquin Valley Risk Management Authority (CSJVRMA), a public entity risk pool currently operating as a common risk management and insurance program for 54 cities. The purpose of CSJVRMA is to spread the adverse effect of losses among the members and to purchase excess insurance as a group, thereby reducing its expense. The City participates in the following pooled coverages through CSJVRMA:

Type of Coverage (Deductible)	Coverage Limits
Liability (\$100,000)	\$29,500,000
Automobile – for vehicles with value less than \$25,000 (\$500)	25,000

Effective July 1, 2021, the liability coverage declined from \$39,000,000 to \$29,500,000.

The City contributes its pro rata share of anticipated losses to a pool administered by CSJVRMA. Should actual losses among participants be greater than the anticipated losses, the City will be assessed its pro rata share of that deficiency. Conversely, if the actual losses are less than anticipated, the City will be refunded its pro rata share of the excess. The City paid CSJVRMA premiums of \$1,635,321 for coverage during the year ended June 30, 2023, and did not receive any fiscal year 2023 retrospective refunds. In addition, in fiscal year 2023, the City was invoiced for prior year payments for the previous five years in the amount of \$21,251. Settled claims have not exceeded commercial excess liability coverage in any of the past three fiscal years.

In addition to the coverage through CSJVRMA, the City has purchased the commercial policy coverage for property, vehicles, and contractors equipment with various sublimits up to \$100,000,000.

All unpaid claims that were probable liabilities that occurred prior to the year end and that were estimated based on actuarial studies or historical data were recorded in accordance with accounting principles generally accepted in the United States of America.

See APPENDIX A Note [10] for additional details regarding the City's pension and other employee benefits, including as relates to Risk Management.

Employee Retirement System; CalPERS

This caption contains certain information relating to California Public Employees' Retirement System ("CalPERS"). The information is primarily derived from information produced by CalPERS, its independent accountants and actuaries. The City has not independently verified the information provided by CalPERS and makes no representations and expresses no opinion as to the accuracy of the information provided by CalPERS.

The comprehensive annual financial reports of CalPERS are available on its Internet website at www.calpers.ca.gov. The CalPERS website also contains CalPERS' most recent actuarial valuation reports and other information concerning benefits and other matters. Such information is not incorporated by reference in this Official Statement. None of the Authority, City or Underwriter can guarantee the accuracy of such information. Actuarial assessments are "forward-looking" statements that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or may be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

General Information about the Pension Plans. All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan ("**Plan**"), administered by CalPERS. The Plan's benefit provisions are established by statute. The Plan is included as a pension trust fund in the CalPERS Comprehensive Annual Financial Report, which is available online at www.calpers.ca.gov.

The Plan consists of a miscellaneous pool and a safety pool (referred to as "**risk pools**"), which are comprised of individual employer miscellaneous and safety rate plans, respectively, including those of the City. The City's employer rate plans in the safety risk pool include the Miscellaneous Plan ("**Miscellaneous**"), the Safety Fire plan ("**Fire**"), the Safety Police plan ("**Police**"), the PEPRA Safety Fire plan ("**PEPRA Safety Fire**") and the PEPRA Safety Police plan ("**PEPRA Police**").

PEPRA. On September 12, 2012, the California Governor signed AB 340, a bill that enacted the California Public Employees' Pension Reform Act of 2012 ("**PEPRA**") and that also amended various sections of the California Education and Government Codes, including the County Employees Retirement Law of 1937. Effective January 1, 2013, PEPRA: (i) requires public retirement systems and their participating employers to share equally with employees the normal cost rate for such retirement systems; (ii) prohibits employers from paying employer paid member contributions to such retirement systems for employees hired after January 1, 2013; (iii) establishes a compulsory maximum non safety benefit formula of 2.5% at age 67; (iv) defines final compensation as the highest average annual pensionable compensation earned during a 36 month period; and (v) caps pensionable income at \$110,100 (\$132,120 for employees not enrolled in Social Security) subject to Consumer Price Index increases. Other provisions reduce the risk of the City incurring additional unfunded liabilities, including prohibiting retroactive benefits

increases, generally prohibiting contribution holidays, and prohibiting purchases of additional non-qualified service credit.

Actions Taken by CalPERS Related to Discount Rate and Other Assumptions. In 2013, the CalPERS' Board of Administration (the "**Board of Administration**") approved a recommendation to change the CalPERS amortization and smoothing policies. In 2018, the Board of Administration voted to shorten the period over which CalPERS will amortize actuarial gains and losses from 30 years to 20 years for new pension liabilities. In 2014, the Board of Administration approved new demographic actuarial assumptions based on a 2013 study of recent experience. The largest impact, applying to all benefit groups, is a new 20-year mortality projection reflecting longer life expectancies and that longevity will continue to increase. Because retirement benefits will be paid out for more years, the cost of those benefits will increase as a result. In 2015, the Board of Administration adopted a funding risk mitigation policy intended to incrementally lower its discount rate – its assumed rate of investment return – in years of good investment returns, help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. In 2016, the Board of Administration voted to lower its discount rate for local agencies over time.

On July 12, 2021, CalPERS announced it had achieved a preliminary investment return of 21.3% for the 12-month period ending June 30, 2021. Under the Funding Risk Mitigation Policy approved by the CalPERS Board of Administration in 2015, the double-digit return triggered a November 2021 reduction in the discount rate from 7.00% to 6.80%.

Lowering the discount rate means employers that contract with CalPERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under PEPRa will also see their contribution rates rise. PEPRa included certain other provisions to try to minimize pension costs for covered employees. The three-year reduction of the discount rate will result in average employer rate increases of about 1 percent to 3 percent of normal cost as a percent of payroll for most miscellaneous retirement plans, and a 2 percent to 5 percent increase for most safety plans. Additionally, many CalPERS employers will see a 30 to 40 percent increase in their current unfunded accrued liability payments. These payments are made to amortize unfunded liabilities over 20 years to bring the pension fund to a fully funded status over the long-term.

Asset Volatility Ratio (AVR). Plans that have higher asset-to-payroll ratios experience more volatile employer contributions (as a percentage of payroll) due to investment return. For example, a plan with an asset-to-payroll ratio of 8 may experience twice the contribution volatility due to investment return volatility, than a plan with an asset-to-payroll ratio of 4. Shown below is the asset volatility ratio for the Miscellaneous Plan, the Safety Plan (Fire), the Safety Plan (Police), the PEPRa Safety (Fire) and the PEPRa Safety (Police) plan which is a measure of each plan's current contribution volatility. It should be noted that this ratio is a measure of the current situation. It increases over time but generally tends to stabilize as the plan matures.

Benefits Provided. The Plan provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Classic members and PEPRa Safety members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. PEPRa Miscellaneous members with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The death benefit

is the Basic Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The provisions and benefits of each Plan that were in effect at June 30, 2022, are summarized as follows:

Employer Rate Plans in the Safety Risk Pool

	Fire – Tier 1	Police – Tier 1
Hire Date	Prior to January 1, 2013	On or after January 1, 2013
Benefit Formula	3.0% @ 50	3.0% @ 50
Benefit Vesting Schedule	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	50 -55	50 – 55
Monthly Benefits, As a % of Eligible Compensation	3.0%	3.0%
Required Employee Contribution Rates	9.000%	9.00%
Required Employer Contributions Rates	23.750%	27.110%

PEPRA Plans

	PEPRA Fire	PEPRA Police
Hire Date	On or after January 1, 2013	On or after January 1, 2013
Benefit	2.7% @ 57	2.7% @ 57
Benefit Vesting Schedule	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	50 – 57	50 – 57
Monthly Benefits, As a % of Eligible Compensation	2.0% to 2.7%	2.0% to 2.7%
Required Employee Contribution Rates	13.000%	13.000%
Required Employer Contributions Rates	12.780%	12.780%

Miscellaneous Plan

	Miscellaneous	
	Tier 1 Prior to January 1, 2013	PEPRA On or after January 1, 2013
Hire Date		
Benefit formula	2.7% @ 55	2.0% @ 62
Benefit vesting schedule	5 years' service	5 years' service
Benefit payments	Monthly for life	Monthly for life
Retirement age	50 - 67	52 - 67
Monthly benefits, as a % of eligible	2.00% to 2.70%	1.00% to 2.50%
Required employee contribution rates	8.000%	6.25%
Required employer contribution rates	10.060%	10.060%

Source: City of Turlock.

Contributions. Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the CalPERS actuary and shall be effective on the July 1 following notice of a change in the rate. Contribution rates for the employer rate plans are determined through the CalPERS' annual actuarial valuation process. Each employer rate plan's actuarially determined rate is based on the estimated amount necessary to pay the employer rate plan's allocated share of the cost of benefits earned by employees during the year, and any unfunded accrued liability. The City of

Turlock is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

Net Pension Liability. At June 30, 2023, the City reported a net pension liability for its Miscellaneous Plan of \$52,628,361, and for its Police/Fire Safety Plan of \$47,369,022. See Note [9] to the City's audited financial statements for the fiscal year ending June 30, 2023 attached hereto as Appendix A for more information.

Deferred Compensation Plan. City employees may defer a portion of their compensation under a City sponsored Deferred Compensation Plan created in accordance with Internal Revenue Code Section 457. Under this plan, participants are not taxed on the deferred portion of their compensation until distributed to them; distributions may be made only at termination, retirement, death or in an emergency defined by the plan. The laws governing deferred compensation plan assets require plan assets to be held by a trust for the exclusive benefit of plan participants and their beneficiaries. Since the assets held under these plans are not the City's property and are not subject to City control, they are excluded from the City's financial statements.

Other Post-Employment Benefit (OPEB) Plan

The City administers single employer defined benefit (implicit subsidy) postemployment health care plan pursuant to negotiated Memoranda of Understanding (MOU) and Schedules of Benefit (Schedule) with its employee bargaining units. No assets have been accumulated in a trust for the payment of benefits that meets the criteria in paragraph 4 of Governmental Accounting Standards Board Statement No. 75. The City offers medical, dental and vision benefits to its employees, retirees and their dependents. However, the City does not pay for the cost of retiree health premiums. For additional details, see Note [10] to the City's audited financial statements for the fiscal year ending June 30, 2023 attached hereto as Appendix A.

General Fund Long-Term Indebtedness

The following is the only long-term debt obligations payable from the City's General Fund.

2018 Motorola Equipment Lease Purchase Agreement (capital lease). On March 22, 2018, the City Council approved the lease/purchase and installation of the Turlock Radio System with a \$1,000,000 downpayment and the purchase of a Public Safety Computer Aided Dispatch/Records Management System (CAD/RMS) and associated components, systems and programs in a total amount not to exceed \$5,727,690 for the project plus interest from the lease of the Radio System. The lease, totaling \$2,727,690, carries an annual interest rate of 4.12% and requires monthly principal and interest payments due on the first of each month until April 2028 when the lease terminates. The City has pledged the Radio System as collateral for the lease. Events of default under the lease agreement include failure to make any lease payment within ten days of the due date or failure of other lease covenants or conditions included in the lease agreement not cured within twenty days, which would accelerate repayment of the lease. The City can terminate the lease at any time by paying the prescribed prepayment price as set forth in the lease payment schedule.

Fire Engine Lease Purchase Agreement. On April 15, 2022, the City entered into a lease financing/purchase agreement for the purchase of two new Pierce Velocity Pumpers. The lease, totaling \$1,755,110, carries an annual interest rate of 3.41% and requires annual principal and interest payments due on the 15th of each month until April 2037 when the lease terminates. The City has pledged the Velocity Pumpers as collateral for the lease. Events of default under the

lease agreement include failure to make any lease payment within ten days of the due date or failure to comply with other lease covenants or conditions included in the lease agreement that are not cured within thirty days, which would accelerate repayment of the lease. The City can terminate the lease at any time after April 15, 2024, by paying the prescribed prepayment price as set forth in the lease payment schedule.

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS

The constitutional and statutory provisions discussed in this section have the potential to affect the ability of the City to levy taxes and spend tax proceeds for operating and other purposes.

Article XIII A of the State Constitution

Section 1(a) of Article XIII A of the State Constitution limits the maximum ad valorem tax on real property to 1% of full cash value (as defined in Section 2 of Article XIII A), to be collected by counties and apportioned according to law. Section 1(b) of Article XIII A provides that the 1% limitation does not apply to ad valorem taxes to pay interest or redemption charges on (1) indebtedness approved by the voters prior to June 1, 1978 or (2) any bonded indebtedness for the acquisition or improvement of real property approved on or after June 1, 1978, by two thirds of the votes cast by the voters voting on the Proposition. Section 2 of Article XIII A defines “full cash value” to mean “the county assessor’s valuation of real property as shown on the 1975–76 tax bill under ‘full cash value’ or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment.” The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or to reflect a reduction in the consumer price index or comparable data for the area under taxing jurisdiction or reduced in the event of declining property value caused by substantial damage, destruction or other factors. Legislation enacted by the State Legislature to implement Article XIII A provides that notwithstanding any other law, local agencies may not levy any ad valorem property tax except to pay debt service on indebtedness approved by the voters as described above.

The voters of the State subsequently approved various measures that further amended Article XIII A. One such amendment generally provides that the purchase or transfer of (i) real property between spouses or (ii) the principal residence and the first \$1,000,000 of the full cash value of other real property between parents and children, does not constitute a “purchase” or “change of ownership” triggering reassessment under Article XIII A. This amendment could serve to reduce the property-tax revenues of the City. Other amendments permitted the State Legislature to allow persons over 55 or “severely disabled homeowners” who sell their residences and buy or build another of equal or lesser value within two years in the same county, to transfer the old residence’s assessed value to the new residence.

In the November 1990 election, the voters approved the amendment of Article XIII A to permit the State Legislature to exclude from the definition of “newly constructed” the construction or installation of seismic retrofitting improvements or improvements utilizing earthquake hazard mitigation technologies constructed or installed in existing buildings after November 6, 1990.

Article XIII A has also been amended to permit reduction of the “full cash value” base in the event of declining property values caused by damage, destruction or other factors, provided that there would be no increase in the “full cash value” base in the event of reconstruction of property damaged or destroyed in a disaster.

Article XIII B of the State Constitution

Article XIII B of the State Constitution limits the annual appropriations of the State and of any city, county, school district, special district, authority or other political subdivision of the State to the appropriations limit for the prior Fiscal Year, as adjusted for changes in the cost of living, population and services for which the fiscal responsibility is shifted to or from the governmental

entity. The “base year” for establishing this appropriations limit is the 1978–79 Fiscal Year. The appropriations limit may also be adjusted in emergency circumstances, subject to limitations.

Appropriations of an entity of local government subject to Article XIII B generally include authorizations to expend during a Fiscal Year the “proceeds of taxes” levied by or for the entity, exclusive of certain State subventions, refunds of taxes, and benefit payments from retirement, unemployment insurance and disability insurance funds. “Proceeds of taxes” include but are not limited to, all tax revenues, certain State subventions received by the local governmental entity and the proceeds to the local governmental entity from (1) regulatory licenses, user charges, and user fees (to the extent that such proceeds exceed the cost of providing the service or regulation) and (2) the investment of tax revenues. Article XIII B provides that if a governmental entity’s revenues in any year exceed the amounts permitted to be spent, the excess must be returned by revising tax rates or fee schedules over the subsequent two fiscal years.

Article XIII B does not limit the appropriation of moneys to pay debt service on indebtedness existing or authorized as of January 1, 1979, or for bonded indebtedness approved thereafter by a vote of the electors of the issuing entity at an election held for that purpose, or appropriations for certain other limited purposes. Furthermore, Article XIII B was amended in 1990 to exclude from the appropriations limit “all qualified capital outlay projects, as defined by the Legislature” from proceeds of taxes. The Legislature has defined “qualified capital outlay project” to mean a fixed asset (including land and construction) with a useful life of 10 or more years and a value which equals or exceeds \$100,000. As a result of this amendment, the appropriations to pay the lease payments on the City’s long term General Fund lease obligations are generally excluded from the City’s appropriations limit. The City has never exceeded its appropriations limit.

Articles XIII C and XIII D of the State Constitution

General. On November 5, 1996, the voters of the State approved Proposition 218, known as the “Right to Vote on Taxes Act.” Proposition 218 adds Articles XIII C and XIII D to the California Constitution and contains a number of interrelated provisions affecting the ability of the City to levy and collect both existing and future taxes, assessments, fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act.” Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIII A and XIII C of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. The amendments to Article XIII C define “taxes” that are subject to voter approval as “any levy, charge, or exaction of any kind imposed by a local government,” with certain exceptions.

Taxes. Article XIII C requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes of the City (“general taxes”) require a majority vote; taxes for specific purposes (“special taxes”), even if deposited in the City’s General Fund, require a two-thirds vote.

Property-Related Fees and Charges. Article XIII D also adds several provisions making it generally more difficult for local agencies to levy and maintain property-related fees, charges, and assessments for municipal services and programs. These provisions include, among other things, (i) a prohibition against assessments which exceed the reasonable cost of the proportional

special benefit conferred on a parcel, (ii) a requirement that assessments must confer a “special benefit,” as defined in Article XIID, over and above any general benefits conferred, (iii) a majority protest procedure for assessments which involves the mailing of notice and a ballot to the record owner of each affected parcel, a public hearing and the tabulation of ballots weighted according to the proportional financial obligation of the affected party, and (iv) a prohibition against fees and charges which are used for general governmental services, including police, fire or library services, where the service is available to the public at large in substantially the same manner as it is to property owners.

Reduction or Repeal of Taxes, Assessments, Fees and Charges. Article XIIC also removes limitations on the initiative power in matters of reducing or repealing local taxes, assessments, fees or charges. No assurance can be given that the voters of the City will not, in the future, approve an initiative or initiatives which reduce or repeal local taxes, assessments, fees or charges currently comprising a substantial part of the City’s General Fund. If such repeal or reduction occurs, the City’s ability to pay debt service on the Bonds could be adversely affected.

Burden of Proof. Article XIIC provides that local government “bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.” Similarly, Article XIID provides that in “any legal action contesting the validity of a fee or charge, the burden shall be on the agency to demonstrate compliance” with Article XIID.

Judicial Interpretation of Proposition 218. The interpretation and application of Articles XIIC and XIID will ultimately be determined by the courts, and it is not possible at this time to predict with certainty the outcome of such determination.

Impact on City’s General Fund. The City does not believe that any material source of General Fund revenue is subject to challenge under Proposition 218 or Proposition 26.

The approval requirements of Articles XIIC and XIID reduce the flexibility of the City to raise revenues for the General Fund, and no assurance can be given that the City will be able to impose, extend or increase the taxes, fees, charges or taxes in the future that it may need to meet increased expenditure needs.

Proposition 1A; Proposition 22

Proposition 1A. Proposition 1A, proposed by the Legislature in connection with the State’s Fiscal Year 2004-05 Budget, approved by the voters in November 2004 and generally effective in Fiscal Year 2006-07, provided that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. Proposition 1A generally prohibited the State from shifting to schools or community colleges any share of property tax revenues allocated to local governments for any Fiscal Year, as set forth under the laws in effect as of November 3, 2004. Any change in the allocation of property tax revenues among local governments within a county had to be approved by two-thirds of both houses of the Legislature.

Proposition 22. Proposition 22, entitled “The Local Taxpayer, Public Safety and Transportation Protection Act,” was approved by the voters of the State in November 2010. Proposition 22 eliminates or reduces the State’s authority to (i) temporarily shift property taxes

from cities, counties and special districts to schools, (ii) use vehicle license fee revenues to reimburse local governments for State-mandated costs (the State will have to use other revenues to reimburse local governments), (iii) redirect property tax increment from redevelopment agencies to any other local government, (iv) use State fuel tax revenues to pay debt service on State transportation bonds, or (v) borrow or change the distribution of State fuel tax revenues.

Unitary Property

AB 454 (Chapter 921, Statutes of 1986) provides that revenues derived from most utility property assessed by the State Board of Equalization (“Unitary Property”), commencing with the 1988–89 Fiscal Year, are allocated as follows: (i) each jurisdiction will receive up to 102% of its prior year State-assessed revenue; and (ii) if county-wide revenues generated from Unitary Property are less than the previous year’s revenues or greater than 102% of the previous year’s revenues, each jurisdiction will share the burden of the shortfall or benefit of the excess revenues by a specified formula. This provision applies to all Unitary Property except railroads, whose valuation will continue to be allocated to individual tax rate areas.

The provisions of AB 454 do not constitute an elimination of the assessment of any State-assessed properties nor a revision of the methods of assessing utilities by the State Board of Equalization. Generally, AB 454 allows valuation growth or decline of Unitary Property to be shared by all jurisdictions in a county.

Initiative 1935

On February 1, 2023, the California Secretary of State announced that a ballot initiative, designated as Initiative 1935 and known as the “Taxpayer Protection and Government Accountability Act,” had received the required number of signatures to appear on the November 5, 2024 ballot.

If approved by a majority of voters casting a ballot at the November 5, 2024 Statewide election, Initiative 1935 would make numerous significant changes to Article XIII, XIII A, XIII C and XIII D of the California Constitution to further limit the authority of local governments, and electors via the initiative process, to adopt and impose taxes and fees. The full text of Initiative 1935 may be viewed at the website of the California Attorney General.

Among other things:

- Initiative 1935 would amend Article XIII C to state that every levy, charge or exaction of any kind imposed by local law is either a “tax” or an “exempt charge,” and would amend the definition of “tax” added to Article XIII C by Proposition 26 to state that “every levy, charge, or exaction of any kind imposed by a local law that is not an exempt charge” constitutes a tax. Initiative 1935 narrows the definition of “exempt charge” to mean a “reasonable charge for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the *actual costs* [as opposed to the reasonable costs] of providing the service or product to the payor.” “Exempt charges” also encompasses existing exceptions from the definition of “tax” added to Article XIII C by Proposition 26. “Actual costs” is defined in Initiative 1935 to mean “the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor...where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing “actual cost” the maximum amount that may be imposed is the actual cost less all other sources

of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.” Initiative 1935 would retain an exemption from the definition of “tax” for assessment, fees or charges which are subject to Article XIID.

- Initiative 1935 would amend Article XIIC to state that only the governing body of a local government, or an elector acting pursuant to the initiative power, has the authority to impose an exempt charge, and that exempt charges must be imposed by an ordinance specifying the type of exempt charge and the amount or rate of the exempt charge to be imposed, and passed by the governing body, other than for certain exempt charges imposed for a specific health care service. In addition, Initiative 1935 would amend Article XIIC to prohibit any amendment to a municipal charter which provides for the imposition, extension or increase of a tax or exempt charge from being submitted to or approved by the electors.

- Initiative 1935 would amend Article XIIC to require the title, summary and ballot label or questions for measure providing for the imposition of a tax to include: (a) the type and amount or rate of the tax; (b) the duration of the tax; and (c) the proposed use of the revenue derived from the tax; and (d) if the proposed tax is a general tax, the phrase “for general government use.” In addition, no advisory measure may appear on the same ballot that would indicate that the revenue from the general tax will, could or should be used for specific purposes.

- Initiative 1935 would amend Article XIIC to require that any special tax, whether proposed by the governing body or by an elector, be approved by a two-thirds vote of the electorate.

- Initiative 1935 would amend Article XIIC to state that the local government bears the burden of proving by *clear and convincing evidence* (as opposed to a preponderance of the evidence) that: (a) a levy, charge or exaction is an exempt charge and not a tax; and (b) the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor.

- Initiative 1935 would amend Article XIIC to state that any tax or exempt charge adopted after January 1, 2022, but prior to the effective date of Initiative 1935, which was not adopted in compliance with the requirements thereof is void 12 months after the effective date of Initiative 1935, if adopted, unless the tax or exempt charge is reenacted in compliance with the provisions of Initiative 1935.

The City cannot predict whether Initiative 1935 will be approved by a majority of voters casting a ballot at the November 5, 2024 Statewide election. If Initiative 1935 is approved, the City cannot provide any assurances as to the effect of the implementation or judicial interpretations of Initiative 1935 on the finances of the City.

Possible Future Initiatives

Article XIII A, Article XIII B and Propositions 218, 26, IA and 22 were each adopted as measures that qualified for the ballot pursuant to the State’s initiative process. From time to time, other initiative measures could be adopted, further affecting the City’s revenues or its ability to expend revenues, including Initiative 1935 (described above).

BOND OWNERS' RISKS

The following describes certain special considerations and risk factors affecting the payment of and security for the Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of any Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors in the Bonds are advised to consider the following special factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other considerations will not materialize in the future.

No Pledge of Taxes

General. The obligation of the City to pay the Lease Payments and Additional Rental Payments does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to pay Lease Payments and Additional Rental Payments does not constitute a debt or indebtedness of the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

The City is currently liable on other obligations payable from general revenues, which are described above under "CITY FINANCIAL INFORMATION – General Fund Long-Term Indebtedness."

Limitations on Taxes and Fees. Certain taxes, assessments, fees and charges presently imposed by the City could be subject to the voter approval requirements of Article XIII C and Article XIII D of the State Constitution. Based upon the outcome of an election by the voters, such fees, charges, assessments and taxes might no longer be permitted to be imposed, or may be reduced or eliminated and new taxes, assessments fees and charges may not be approved. The City has assessed the potential impact on its financial condition of the provisions of Article XIII C and Article XIII D of the State Constitution respecting the imposition and increase of taxes, fees, charges and assessments and does not believe that an election by the voters to reduce or eliminate the imposition of certain existing fees, charges, assessments and taxes would substantially affect its financial condition. However, the City believes that if the initiative power was exercised so that all local taxes, assessments, fees and charges that may be subject to Article XIII C and Article XIII D of the State Constitution are eliminated or substantially reduced, the financial condition of the City, including its General Fund, could be materially adversely affected.

Although the City does not currently anticipate that the provisions of Article XIII C and Article XIII D of the State Constitution would adversely affect its ability to pay Lease Payments and its other obligations payable from the General Fund, no assurance can be given regarding the ultimate interpretation or effect of Article XIII C and Article XIII D of the State Constitution on the City's finances. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS."

Abatement

In the event of loss or substantial interference in the use and possession by the City of all or any portion of the Leased Property caused by material damage, title defect, destruction to or condemnation of the Leased Property, Lease Payments will be subject to abatement. See "SECURITY FOR THE BONDS – Abatement" herein. In the event that such component of the

Leased Property, if damaged or destroyed by an insured casualty, could not be replaced during the period of in which proceeds of rental interruption insurance, if any, will be available in lieu of Lease Payments, or in the event that casualty insurance proceeds or condemnation proceeds are insufficient to provide for complete repair or replacement of such component of the Leased Property or prepayment of the Bonds, there could be insufficient funds to make payments to Owners in full. It is not always possible to predict the circumstances under which abatement of rental may occur. In addition, there is no statute, case or other law specifying how such an abatement of rental should be measured. For example, it is not clear whether fair rental value is established as of commencement of the lease or at the time of the abatement. If the latter, it may be that the value of the Leased Property is substantially higher or lower than its value at the time of issuance of the Bonds. Abatement, therefore, could have an uncertain and material adverse effect on the security for and payment of the Bonds.

If damage, destruction, title defect or eminent domain proceedings with respect to the Leased Property results in abatement of the Lease Payments related to such Leased Property and if such abated Lease Payments, if any, together with moneys from rental interruption or use and occupancy insurance, if any, (in the event of any insured loss due to damage or destruction), and eminent domain proceeds, if any, are insufficient to make all payments of principal and interest with respect to the Bonds during the period that the Leased Property is being replaced, repaired or reconstructed, then all or a portion of such payments of principal and interest may not be made. Reduction in Lease Payments due to abatement as provided in the Lease does not constitute a default thereunder, and no remedy is available to the Bond Owners under the Lease or the Indenture for nonpayment under such circumstances. See APPENDIX C – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – The Lease – Abatement of Rental.”

Limited Recourse on Default; No Right to Repossess; No Acceleration of Lease Payments

Failure by the City to make Lease Payments, or failure to pay Additional Rental Payments or to observe and perform any other terms, covenants or conditions contained in the Lease or in the Indenture for a period of 30 days after written notice of such failure and request that it be remedied has been given to the City by the Authority or the Trustee, constitute Events of Default under the Lease. Such events permit the Trustee or the Authority to pursue any and all remedies available. However, notwithstanding anything in the Lease or in the Indenture to the contrary, there is no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments that are not then in default to be immediately due and payable, nor do the Authority or the Trustee have any right to repossess or relet the Leased Property.

Following an event of default, the Authority or the Trustee may elect either to terminate the Lease and seek to collect damages from the City or to maintain the Lease in effect and seek to collect the Lease Payments as they become due. See “APPENDIX C – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – The Lease” herein.

In the event of a default, there is no remedy of acceleration of the total Lease Payments due over the term of the Lease and neither the Authority nor the Trustee are empowered to sell or relet the Leased Property. The City will be liable only for Lease Payments on an annual basis and, in the event of a default, the Authority or Trustee would be required to seek a separate judgment each year for that year’s defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against municipalities in California, including a limitation on enforcement of judgments against funds of a Fiscal Year other than the Fiscal Year in which the Lease Payments were due and against funds needed to serve the public welfare and interest.

Additional Obligations of the City

General. The City is permitted to enter into other obligations which constitute additional charges against its revenues without the consent of Owners of the Bonds, and may in the future be subject to liabilities payable from the general fund (some of which are described below). To the extent that additional obligations are incurred by (or imposed upon) the City, the funds available to pay Lease Payments may be decreased.

The Lease Payments and other payments due under the Lease (including payment of costs of repair and maintenance of the Leased Property, taxes and other governmental charges levied against the Leased Property) are payable from funds lawfully available to the City. If the amounts that the City is obligated to pay in a fiscal year exceed the City's revenues for such year, the City may choose to make some payments rather than making other payments, including Lease Payments and Additional Rental Payments, based on the perceived needs of the City. The same result could occur if, because of California Constitutional limits on expenditures, the City is not permitted to appropriate and spend all of its available revenues or is required to expend available revenues to preserve the public health, safety and welfare.

Litigation. The City is subject to litigation arising in the normal course of business, and no assurance can be provided regarding the financial impact of any future litigation against the City. See "LITIGATION."

CalPERS Obligations. Many cities and other local agencies in the State have been faced with increased payments due to CalPERS in recent years. The City, like many other cities and local agencies in the State, is responsible for payments to CalPERS for its share of employee pension costs. Amounts owed to CalPERS for pension costs have increased in recent years and are expected to continue to increase, as CalPERS implements changes to its discount rate and other methodologies for calculating pension costs. See "THE CITY – Pension Plans" for additional information on CalPERS.

Default

Whenever any event of default referred to in the Lease happens and continues, the Trustee (as assignee of the Authority) is authorized under the terms of the Lease to exercise any and all remedies available under law or granted under the Lease. See "APPENDIX C – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" for a detailed description of available remedies in the case of a default under the Lease.

If a default occurs, there is no remedy of acceleration of the total Lease Payments due over the term of the Lease. The Trustee is not empowered to sell the Leased Property and use the proceeds of such sale to prepay the Bonds or pay debt service on the Bonds.

The City will be liable only for Lease Payments on an annual basis and, in the event of a default, the Trustee would be required to seek a separate judgment each year for that year's defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against municipalities in the State, including a limitation on enforcement of judgments against funds of a fiscal year other than the fiscal year in which the Lease Payments were due and against funds needed to serve the public welfare and interest.

Sales Taxes

Sales tax revenues are typically the biggest source of revenue to the City, behind property taxes. Sales tax revenues are based upon the gross receipts of retail sales of tangible goods and products by retailers with taxable transactions in the City, which could be impacted by a variety of factors.

For example, before final maturity of the Bonds, the City may enter into an economic recession. In times of economic recession, the gross receipts of retailers often decline, and such a decline would cause the sales tax revenues received by the City to also decline.

In addition, changes or amendments in the laws applicable to the City's receipt of sales tax revenues, whether implemented by State legislative action or voter initiative, could have an adverse effect on sales tax revenues received by the City. For example, many categories of transactions are exempt from the statewide sales tax, and additional categories could be added in the future. Currently, most sales of food products for human consumption are exempt; this exemption, however, does not apply to liquor or to restaurant meals. The rate of sales tax levied on taxable transactions in the City or the fee charged by the CDTFA for administering the City's sales tax could also be changed.

Property Taxes

Property taxes are a significant source of General Fund revenue to the City. Certain risks associated with property tax revenues follow.

Levy and Collection. The City does not have any independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the City's property tax revenues, and accordingly, could have an adverse impact on the ability of the City to make Lease Payments. Likewise, delinquencies in the payment of property taxes could have an adverse effect on the City's ability to pay principal of and interest on the Bonds when due.

Reduction in Inflationary Rate. Article XIII A of the California Constitution provides that the full cash value base of real property used in determining assessed value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS." Such measure is computed on a calendar year basis. Because Article XIII A limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2%, there have been years in which the assessed values were adjusted by actual inflationary rates, which were less than 2%. Since Article XIII A was approved, the annual adjustment for inflation has fallen below the 2% limitation a limited number of times.

The City is unable to predict if any adjustments to the full cash value base of real property within the City, whether an increase or a reduction, will be realized in the future.

Appeals of Assessed Values. There are two types of appeals of assessed values that could adversely impact property tax revenues:

Proposition 8 Appeals. Most of the appeals that might be filed in the City would be based on Section 51 of the Revenue and Taxation Code, which requires that for each lien

date the value of real property must be the lesser of its base year value annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value.

Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application with the appropriate county board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. These market-driven appeals are known as Proposition 8 appeals.

Any reduction in the assessment ultimately granted as a Proposition 8 appeal applies to the year for which application is made and during which the written application was filed. These reductions are often temporary and are adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

Base Year Appeals. A second type of assessment appeal is called a base year appeal, where the property owners challenge the original (basis) value of their property. Appeals for reduction in the “base year” value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

No assurance can be given that property tax appeals in the future will not significantly reduce the City’s property tax revenues.

Natural Calamities

General. Natural disasters, such as seismic events, flooding, landslides or wildfires, could affect economic activity in the City, and could have a negative impact on City finances. There can be no assurance that the occurrence of any natural calamity would not cause substantial interference to and costs for the City or impact the Leased Property.

Seismic. Like much of the State, the City is located in a seismically active area of California. If there were to be an occurrence of severe seismic activity in the area of the City, such an occurrence may adversely affect economic activity in the City, and could have a negative impact on City finances. The City could be at risk from strong ground motion and secondary effects related to a seismic event, including ground failure and seismically induced flooding caused by dam failures.

Extreme Heat and Wildfires. Many areas of California have suffered from major wildfires in recent years, including numerous wildfires in northern California in 2020 and in 2021. In addition to their direct impact on health and safety and property damage in California, the smoke from many of these wildfires has impacted the quality of life throughout the State, and the City and may have short-term and future impacts on commercial activity in the City. The fires have been driven in large measure by drought conditions, extreme heat and low humidity. Experts

expect that California will continue to be subject to more extreme heat and wildfire conditions year over year as a result in changing weather patterns due to climate change.

The City is not located within a Fire Hazard Severity Zone as established by Cal Fire (<https://egis.fire.ca.gov/FHSZ>). However, it may still be materially adversely impacted by these types of events. For example, most or all of the City is at risk because they lie within dam inundation areas from the Don Pedro and New Exchequer dams. The City would experience catastrophic damage if Don Pedro Dam were to breach.

Droughts. California is subject to droughts from time-to-time. For example, on April 1, 2015, for the first time in California's history, Governor Edmund G. Brown directed the State Water Resources Control Board to implement mandatory water reductions in cities and towns across California to reduce water usage by 25%. Although California is not currently in a drought, drought may reoccur in the future, and have a material adverse impact on the economic activity in the City, which in turn could have a material adverse impact on the City's General Fund finances. For example, new development in the City is required by law to use at least 20% less water than existing development.

Climate Change. City finances may be negatively impacted by climate change. Local impacts of climate change are not definitive, but parcels in the City could experience changes to local and regional weather patterns; increased risk of flooding from severe weather events including heavy rain, hail and thunderstorms; and water restrictions resulting from future drought conditions. See, for example, the discussions above regarding extreme heat, wildfires and droughts.

Pandemic Diseases

In recent years, the COVID-19 pandemic impacted governments, businesses and people in a manner having negative effects on global and local economies. In response to the pandemic, the City took actions to activate its emergency operations center, temporarily close all non-essential City services, introduced teleworking as and where appropriate, implemented daily screening of all employees, and abided by all state and federal guidelines and orders.

Although the COVID-19 pandemic is now officially over, the City cannot predict the impact that COVID-19 or another future pandemic or other health event may have on the City's General Fund. There can be no assurances that the spread of future pandemics or other health events, such as declining business and travel activity, will not materially adversely impact the financial condition of the City and the City's General Fund. In addition, the City may experience increased personnel costs and/or reduced revenues due to any such situation and the related impact on economic and other activity in and around the City.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. The City maintains insurance coverage for loss resulting from cyber security incidents, however no assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City, or the administration of the Bonds. The City is also reliant on other entities and service

providers in connection with the administration of the Bonds, including without limitation the County tax collector for the levy and collection of property taxes, the Trustee, and the dissemination agent. No assurance can be given that the City and/or the other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Limitations on Remedies Available to Bond Owners

The ability of the City to comply with its covenants under the Lease may be adversely affected by actions and events outside of the control of the City, and may be adversely affected by actions taken (or not taken) by voters, property owners, taxpayers or payers of assessments, fees and charges. See “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS” above. Furthermore, any remedies available to the owners of the Bonds upon the occurrence of an event of default under the Lease or the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay and could prove both expensive and time consuming to obtain.

In addition to the limitations on Bondowner remedies contained in the Lease and the Indenture, the rights and obligations under the Bonds, the Lease and the Indenture may be subject to the following: the United States Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the Federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the Owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation or modification of their rights.

The opinion to be delivered by Bond Counsel, concurrently with the issuance of the Bonds, will include a qualification that the rights of the owners of the Bonds and the enforceability of the Bonds and the Indenture, the Lease and the Site Lease may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in accordance with principles of equity or otherwise in appropriate cases. See “APPENDIX E — FORM OF OPINION OF BOND COUNSEL.”

Secondary Market for Bonds

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that any Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”) that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “bond premium” for purposes of federal income taxes and State of California personal income taxes.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Under the Tax Code, bond premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond’s maturity date or its call date). The amount of bond premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of bond premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the Bonds, the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

CERTAIN LEGAL MATTERS

Jones Hall, A Professional Law Corporation, Bond Counsel, will render an opinion with respect to the validity of the Bonds, the form of which is set forth in "APPENDIX E – FORM OF OPINION OF BOND COUNSEL." Certain legal matters will also be passed upon for the City and the Authority by Jones Hall, A Professional Law Corporation, as Disclosure Counsel. Certain legal matters will be passed upon for the City by the City Attorney, and for the Underwriter by its counsel, Stradling Yocca Carlson & Rauth LLP.

LITIGATION

Except as may otherwise be set forth in this Official Statement, to the best knowledge of the City, there is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending and notice of which has been served on and received by the City or, to the knowledge of the City, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Lease, the Site Lease or the Indenture, or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially adversely affect the consummation of the transactions contemplated by the

Lease, the Site Lease or the Indenture, or the financial conditions, assets, properties or operations of the City, including but not limited to the payment and performance of the City's obligations under the Lease.

The City is subject to claims, actions, and lawsuits arising in the normal course of business. At this time, the City does not believe any of the lawsuits are likely to be resolved in a manner that would result in liability to the City in excess of its existing insurance coverage. However, no assurance can be given that an adverse outcome in any pending or future litigation against the City would not result in a material adverse effect upon the financial condition of the City and its ability to pay the Lease Payments securing the Bonds.

RATING

S&P Global Ratings ("**S&P**"), a division of Standard & Poor's Financial Services LLC has assigned its municipal bond rating of "___" to the Bonds. This rating reflects only the views of S&P, and an explanation of the significance of this rating, and any outlook assigned to or associated with this rating, should be obtained from S&P. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. The City has provided certain additional information and materials to the rating agency (some of which does not appear in this Official Statement). There is no assurance that this rating will continue for any given period of time or that this rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of the rating agency, circumstances so warrant. Any such downward revision or withdrawal of any rating on the Bonds may have an adverse effect on the market price or marketability of the Bonds.

CONTINUING DISCLOSURE

The City will covenant for the benefit of owners of the Bonds to provide certain financial information and operating data by not later than nine months after the end of the City's fiscal year, or April 1, of each year (based on the City's current fiscal year-end of June 30), commencing April 1, 2025, with the report for the 2023-24 fiscal year (the "**Annual Report**") and to provide notices of the occurrence of certain listed events.

These covenants have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5), as amended (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events by the City is set forth in "APPENDIX D – Form of Continuing Disclosure Certificate."

A review of the City's prior compliance with its continuing disclosure obligations under the Rule during the past 5 years reveals that _____. [**Underwriter to provide.**]

The City has retained NHA Advisors, LLC to serve as the dissemination agent for its outstanding bonded indebtedness which are subject to the Rule.

MUNICIPAL ADVISOR

The City and the Authority have retained NHA Advisors LLC, of San Rafael, California, as municipal advisor (the "**Municipal Advisor**") in connection with the offering of the Bonds. All financial and other information presented in this Official Statement has been provided by the City

and the Authority from their records, except for information expressly attributed to other sources. The Municipal Advisor takes no responsibility for the accuracy or completeness of the data provided by the City, Authority or others and has not undertaken to make an independent verification or does not assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The fee of the Municipal Advisor is contingent upon the successful closing of the Bonds.

UNDERWRITING

Oppenheimer & Co. Inc., as underwriter (the “**Underwriter**”), has entered into a Bond Purchase Agreement with the Authority and the City under which it will purchase the Bonds at a purchase price of \$_____, which is equal to the par amount of the Bonds, less an Underwriter’s discount of \$_____.

The Underwriter will be obligated to take and pay for all of the Bonds if any are taken. The Underwriter intends to offer the Bonds to the public at the offering prices set forth on the inside cover page of this Official Statement. After the initial public offering, the public offering price may be varied from time to time by the Underwriter.

CONTINGENT FEES

In connection with the issuance of the Bonds, fees payable to the following professionals involved in the offering are contingent upon the issuance and delivery of the Bonds: Jones Hall, A Professional Law Corporation, as Bond Counsel and Disclosure Counsel; NHA Advisors LLC, as municipal advisor; Stradling Yocca Carlson & Rauth LLP, as counsel to the Underwriter; and U.S. Bank Trust Company, National Association, as Trustee.

EXECUTION

The execution of this Official Statement and its delivery have been authorized by the Board of the Authority and the City Council of the City.

TURLOCK PUBLIC FINANCING AUTHORITY

By: _____
Executive Director

CITY OF TURLOCK

By: _____
City Manager

APPENDIX A

**AUDITED FINANCIAL STATEMENTS
FOR FISCAL YEAR ENDING JUNE 30, 2023**

APPENDIX B

GENERAL INFORMATION ABOUT THE CITY OF TURLOCK AND THE COUNTY OF STANISLAUS

The following information concerning the County of Stanislaus (the “County”) and the City of Turlock (the “City”) is included only for the purpose of supplying general information regarding the area. The Bonds are not a debt of the County, the City, the State of California (the “State”) or any of its political subdivisions, and neither the County, the City, the State nor any of its political subdivisions is liable therefor. The City and the Underwriter take no responsibility for the accuracy or completeness of such information.

General

The City. The City is located in the heart of California's Central Valley. The City is the second largest city in the County with a population which has grown steadily from 13,992 in 1970 to over 70,000 today. The City is approximately 135 miles from San Francisco and 94 miles from Sacramento. The City's square mileage is approximately 16.91. The City was incorporated in 1908 and to utilizes a Council-Manager form of government. The City Council is made up of five members who set policy and set up the City budget. The City Council appoints a Mayor, City Manager, City Treasurer, City Clerk and members of other commissions.

The County. The County is located approximately 90 minutes southeast from both the City of San Francisco and Silicon Valley. Stanislaus County covers approximately 1,521 square miles and reaches from the Sierra Nevada foothills to California's coastal range. It is located in the geographic center of the State.

Population

The following table lists population estimates for the City, the County and the State for the last five years, as of January 1 each year.

CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA Population Estimates Years 2020 through 2024, as of January 1

Year	City of Turlock	Stanislaus County	State of California
2020	72,078	552,878	39,538,223
2021	71,441	551,342	39,327,868
2022	71,228	548,215	39,114,785
2023	70,885	545,753	39,061,058
2024	71,273	548,744	39,128,162

Source: California Department of Finance, Demographic Research Unit.

Industry and Employment

The unemployment rate in Stanislaus County was 6.3 percent in September 2024, down from a revised 7.0 percent in August 2024, and above the year-ago estimate of 5.9 percent. This compares with an unadjusted unemployment rate of 5.3 percent for California and 3.9 percent for the nation during the same period.

The following table shows the unemployment rate in Stanislaus County for the years shown.

STANISLAUS COUNTY Civilian Labor Force, Employment and Unemployment Calendar Years 2019 through 2023 (March 2023 benchmark)

	2019	2020	2021	2022	2023
Civilian Labor Force ⁽¹⁾	242,500	242,000	239,700	240,800	244,900
Employment	227,700	215,500	219,700	227,600	229,200
Unemployment	14,800	26,500	20,000	13,300	15,800
Unemployment Rate	6.1%	11.0%	8.3%	5.5%	6.4%
<u>Wage and Salary Employment:</u> ⁽²⁾					
Agriculture	14,900	14,500	14,000	13,900	12,700
Mining, Logging and Construction	10,500	9,800	10,700	11,300	10,800
Manufacturing	21,500	21,300	22,000	23,000	24,300
Wholesale Trade	6,200	5,900	5,600	5,600	5,400
Retail Trade	22,800	21,900	23,000	23,100	22,800
Transportation, Warehousing, Utilities	8,700	9,000	9,100	10,100	10,800
Information	1,000	800	800	800	800
Financial Activities	5,300	5,100	4,900	5,000	4,900
Professional and Business Services	15,300	15,100	15,400	15,200	14,600
Leisure and Hospitality	19,200	15,800	18,200	20,500	20,900
Other Services	5,900	5,100	5,500	6,000	6,100
Federal Government	800	900	700	700	700
State Government	2,100	2,100	2,000	2,100	2,200
Local Government	27,400	25,900	25,700	27,000	28,300
Total all Industries ⁽³⁾	196,300	187,700	192,600	199,900	202,200

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Columns may not sum to totals due to rounding.

Source: State of California Employment Development Department.

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The following table lists, in alphabetical order, the largest manufacturing and non-manufacturing employers within the County as of October 2024.

COUNTY OF STANISLAUS
Major Employers
As of October 2024
(In Alphabetical Order)

Employer Name	Location	Industry
Amazon Fulfillment Ctr	Patterson	Mail Order Fulfillment Service
Bartles & Jaymes Co	Modesto	Wineries (mfrs)
Behavioral Health & Recovery	Modesto	Mental Health Services
Conagra Brands Inc	Oakdale	Food Products (whls)
Duarte Nursery	Hughson	Nurserymen
Duarte Nursery Inc	Hughson	Nurserymen
E & J Gallo Winery	Modesto	Wineries (mfrs)
Emanuel Medical Ctr	Turlock	Hospitals
Foster Farms	Turlock	Poultry Processing Plants (mfrs)
Frito-Lay Inc	Modesto	Potato Chips Corn Chips/Snacks (mfrs)
Health Services Agency	Modesto	Clinics
Macdonald Group At PMZ Real	Modesto	Real Estate
Memorial Medical Ctr	Modesto	Hospitals
Modesto Bee	Modesto	Newspapers (publishers/Mfrs)
Oak Valley Hospital District	Oakdale	Health Care Management
Pacific Southwest Contnr LLC	Modesto	Corrugated & Solid Fiber Boxes (mfrs)
Patterson City Sheriff Ofc	Modesto	City Government-Executive Offices
Stanislaus County Ofc of Edu	Modesto	Home Health Service
Stanislaus County Welfare Dept	Modesto	Government Offices-County
Storer Coachways	Modesto	Buses-Charter & Rental
Sysco Central California	Modesto	Grocers-Wholesale
Temsa	Turlock	Nonclassified Establishments
Turlock Irrigation District	Turlock	Utility Contractors
United States Postal Svc	Modesto	Post Offices
Walmart	Modesto	Department Stores

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2025 1st edition.

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Effective Buying Income

“Effective Buying Income” is defined as personal income less personal tax and nontax payments, a number often referred to as “disposable” or “after-tax” income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as “disposable personal income.”

The following table summarizes the total effective buying income for the City, the County, the State, and the United States for the period 2021 through 2025.

**CITY OF TURLOCK, STANISLAUS COUNTY,
STATE OF CALIFORNIA AND UNITED STATES
EFFECTIVE BUYING INCOME
As of January 1, 2021 through 2025**

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2021	City of Turlock	\$1,679,369	\$54,225
	Stanislaus County	12,472,918	55,452
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Turlock	\$1,862,296	\$61,001
	Stanislaus County	13,889,615	63,128
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Turlock	\$1,832,234	\$60,414
	Stanislaus County	14,125,584	63,716
	California	1,461,799,662	77,175
	United States	11,454,846,397	65,326
2024	City of Turlock	\$2,078,280	\$69,547
	Stanislaus County	15,843,489	71,567
	California	1,510,708,521	80,973
	United States	11,987,185,826	67,876
2025	City of Turlock	\$2,102,344	\$69,265
	Stanislaus County	15,349,499	69,398
	California	1,557,429,767	82,725
	United States	12,525,577,707	69,687

Source: Claritas, LLC.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

Total taxable sales during the first two quarters of calendar year 2024 in the City were reported to be \$964,385,469, a 4.25% increase over the total taxable sales of \$925,090,930 reported during the comparable two quarters of calendar year 2023.

CITY OF TURLOCK
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
Calendar Years 2019 through 2023 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2019	1,211	\$1,081,041	1,937	\$1,357,324
2020	1,318	1,049,359	2,100	1,312,598
2021	1,204	1,309,839	1,941	1,612,263
2022	1,171	1,348,017	1,948	1,687,205
2023	1,114	1,646,690	1,852	1,947,814

Source: State Department of Tax and Fee Administration.

Total taxable sales during the first two quarters of calendar year 2024 in the County were reported to be \$6,117,922,615, a 1.81% decrease in the total taxable sales of \$6,230,965,722 reported during the comparable two quarters of calendar year 2023.

COUNTY OF STANISLAUS
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
Calendar Years 2019 through 2023 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2019	7,442	\$6,456,679	12,084	\$9,661,772
2020	8,329	6,882,397	13,500	10,018,240
2021	7,848	8,695,930	12,854	12,336,565
2022	7,903	8,659,163	13,158	12,972,355
2023	7,641	8,702,247	12,837	12,680,032

Source: State Department of Tax and Fee Administration.

Construction Activity

Construction activity in the City and the County for the past five years for which data is available is shown in the following tables.

CITY OF TURLOCK Building Permit Valuation For Calendar Years 2019 through 2023 (Dollars in Thousands)⁽¹⁾

	2019	2020	2021	2022	2023
<u>Permit Valuation</u>					
New Single-family	\$24,195.0	\$28,569.7	\$26,892.6	\$20,347.3	\$38,306.1
New Multi-family	0.0	0.0	1,329.4	527.0	663.5
Res. Alterations/Additions	5,187.3	2,279.8	4,532.0	6,414.6	8,188.2
Total Residential	29,382.3	30,849.5	32,754.0	27,288.9	47,157.8
New Commercial	18,233.0	12,943.7	103,131.4	7,330.0	34,851.9
New Industrial	21,977.6	700.0	0.0	0.0	1,300.0
New Other	2,059.9	3,841.5	4,350.7	4,140.3	5,364.5
Com. Alterations/Additions	27,864.5	10,842.6	7,231.0	22,728.2	55,979.5
Total Nonresidential	70,135.0	28,327.8	114,713.1	34,198.5	97,495.9
<u>New Dwelling Units</u>					
Single Family	103	114	95	71	156
Multiple Family	0	0	2	3	8
TOTAL	103	114	97	74	164

(1) Totals may not foot due to rounding.

Source: Construction Industry Research Board, Building Permit Summary.

STANISLAUS COUNTY Building Permit Valuation For Calendar Years 2019 through 2023 (Dollars in Thousands)⁽¹⁾

	2019	2020	2021	2022	2023
<u>Permit Valuation</u>					
New Single-family	\$141,972.9	\$117,995.9	\$138,915.1	\$217,803.9	\$270,120.0
New Multi-family	33,278.3	19,128.6	18,152.6	12,867.1	6,394.3
Res. Alterations/Additions	176,519.4	36,671.9	31,153.3	40,236.7	35,460.9
Total Residential	351,770.6	173,796.4	188,221.0	270,907.7	311,975.2
New Commercial	96,200.9	97,980.1	65,798.9	131,558.5	165,228.6
New Industrial	12,626.4	30,302.6	17,429.8	120.0	1,442.0
New Other	87,441.2	30,777.1	30,371.3	54,393.4	112,108.4
Com. Alterations/Additions	54,449.5	104,465.8	68,270.3	155,867.6	141,622.9
Total Nonresidential	250,718.0	263,525.6	181,870.3	341,939.5	420,401.9
<u>New Dwelling Units</u>					
Single Family	684	569	646	842	1,041
Multiple Family	10	178	110	107	85
TOTAL	694	739	756	949	1,126

(1) Totals may not foot due to rounding.

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

\$ _____
TURLOCK PUBLIC FINANCING AUTHORITY
Lease Revenue Bonds, Series 2025
(Streets Improvements)

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by the City of Turlock (the “City”) in connection with the issuance by the Authority of the bonds captioned above (the “Bonds”). The Bonds are being issued under an Indenture of Trust dated as of January 1, 2025 (the “Indenture”), by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“*Annual Report Date*” means nine months after the end of the City’s fiscal year, or April 1, of each year (based on the City’s current fiscal year-end of June 30).

“*Dissemination Agent*” means NHA Advisors LLC, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“*Listed Events*” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“*Official Statement*” means the final official statement, executed by the City and the Authority in connection with the issuance of the Bonds.

“*Participating Underwriter*” means Oppenheimer & Co. Inc., the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2025, with the report for Fiscal Year 2023-24, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certificate with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) Audited Financial Statements of the City prepared in accordance with Generally Accepted Accounting Principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent not contained in the audited financial statements filed pursuant to the preceding clause (a), the Annual Report shall contain information showing:

(i) the principal amount of Bonds outstanding and the balance in each fund under the Indenture, as of June 30 preceding the the Annual Report; and

(ii) updates to the substance of the information contained in the following tables in the Official Statement:

(1) Table 1 – Statements of Revenues, Expenditures and Changes in General Fund Balance

(2) Table 2 – General Fund Balance Sheets

(3) Table 6 – Assessed Valuations of All Taxable Property

(4) Table 7 – Principal Property Taxpayers (top 10 only)

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for definition of “financial obligation,” see clause (f)).
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for definition of “financial obligation,” see clause (f)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsection (a)(8) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Indenture.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(6) also contains the qualifier “material” with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) For the purposes of the event identified in (a)(12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(e) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business

of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(f) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days’ written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond owners or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Section 15. Governing Law. This Disclosure Certificate shall be governed by the laws of the state of California.

Date: _____, 2025

CITY OF TURLOCK

By _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

NHA Advisors LLC,
As Dissemination Agent

By _____
Authorized Representative

APPENDIX E
FORM OF OPINION OF BOND COUNSEL

[Closing Date]

Board of Directors
Turlock Public Financing Authority
156 S Broadway
Turlock, California 95380

OPINION: \$_____ Turlock Public Financing Authority
 Lease Revenue Bonds, Series 2025 (Streets Improvements)

Members of the Board of the Directors:

We have acted as bond counsel to the Turlock Public Financing Authority (the "Authority") in connection with the issuance by the Authority of its Lease Revenue Bonds, Series 2025 (Streets Improvements) in the aggregate principal amount of \$_____ (the "Bonds"), under an Indenture of Trust dated as of January 1, 2025 (the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee, and under the provisions of Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the "Bond Law"). The Bonds are secured by Revenues as defined in the Indenture, consisting primarily of lease payments made by the City of Turlock (the "City") under a Lease Agreement dated as of January 1, 2025 (the "Lease") between the Authority as lessor and the City as lessee. We have examined the Indenture, the Lease, the Bond Law and such certified proceedings and other papers as we deem necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied on representations of the Authority contained in the Indenture and the City contained in the Lease, and on the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation. Regarding certain questions of law material to our opinion, we have assumed the correctness of certain legal conclusions contained in the written opinions of the city attorney/general counsel to the City/Authority, and others, without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The Authority is a joint exercise of powers agency, duly organized and existing under the laws of the State of California, with power to enter into the Indenture and the Lease, to perform the agreements on its part contained therein and to issue the Bonds.
2. The Bonds constitute legal, valid and binding special obligations of the Authority enforceable in accordance with their terms and payable solely from the sources provided therefor in the Indenture.

3. The Indenture and the Lease have been duly approved by the Authority and constitute the legal, valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms.

4. The Indenture establishes a valid first and exclusive lien on and pledge of the Revenues (as that term is defined in the Indenture) and other funds pledged thereby for the security of the Bonds, in accordance with the terms of the Indenture.

5. The City is a municipal corporation duly organized and existing under the laws of the State of California, with power to enter into the Lease and to perform the agreements on its part contained therein. The Lease has been duly approved by the City and constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

6. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the Authority and the City comply with all requirements of the Internal Revenue Code of 1986, as amended, which must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Authority and the City have covenanted in the Indenture, the Lease and in other instruments relating to the Bonds to comply with each of such requirements, and the Authority and the City have full legal authority to make and comply with such covenants. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.

7. Interest on the Bonds is exempt from personal income taxation imposed by the State of California.

It should be noted however that interest on the Bonds may be subject to the corporate alternative minimum tax. We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Indenture are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or any court; rather, our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions, and any assumptions expressed herein, and in reliance upon the representations, and covenants referenced above. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Bonds (the "Issuer") nor the trustee appointed with respect to the Bonds (the "Agent") take any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of _____. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

City Council Staff Report

December 10, 2024



From: Isaac Moreno, Finance Director
Prepared by: Isaac Moreno, Finance Director
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution 2024-XXX: Approving a Recognized Obligation Payment Schedule for the fiscal period from July 1, 2025 through June 30, 2026 (ROPS 25-26) pursuant to Health and Safety Code Section 34177 and taking related actions

2. DISCUSSION OF ISSUE:

Pursuant to California Health and Safety (HSC) Code Section 34177, the Successor Agency must prepare a Recognized Obligation Payment Schedule (ROPS) listing the anticipated payments for enforceable obligations to be made during each specified fiscal period. Beginning with fiscal year 2016-17, the Successor Agency has prepared an annual ROPS for a 12-month period (prior to 2016-17 the ROPS was prepared semi-annually for six-month time periods).

After the Successor Agency Board approves a ROPS, it is then forwarded to an Oversight Board for approval. Until July 2018, the Oversight Board was made up of representatives of taxing entities whose boundaries were within the geographical boundaries of the former Turlock Redevelopment Agency. The members of the Turlock Successor Agency Oversight Board included a representative from Turlock Unified School District, Turlock Irrigation District, Stanislaus County, Yosemite Community College District, City of Turlock, the employees of the former Turlock Redevelopment Agency, and an at-large community member.

Beginning in July 2018 and in accordance with dissolution law, the various Oversight Boards within Stanislaus County were collapsed into one county-wide Oversight Board representing all the previous individual Oversight Boards within the County. The Dissolution Law stated the make-up of this new County-wide Oversight Board. The County-wide Oversight Board will be meeting on January 2025 to consider approving the individual ROPS as submitted by each successor agency.

Assuming both the Turlock Successor Agency Board and the County-wide Oversight Board approve the ROPS 25-26, the approved ROPS will then be submitted to the California Department of Finance (DOF) for their review and approval. Health and Safety Code (HSC) Section 34177 requires the submittal to DOF and the local County Auditor-Controller no later than February 1, 2025. In addition, a copy of the Oversight Board-approved ROPS must be posted on the Successor Agency's website.

The DOF may eliminate or modify any item on the ROPS before approving it. The DOF must make its determination regarding the enforceable obligations and the amount and funding source for each enforceable obligation listed on the ROPS 25-26 no later than April 15, 2025. Within five business days of the DOF's determination, the Successor Agency

may request to “meet and confer” with the DOF on disputed items. The meet and confer period may vary, but an untimely submission of ROPS 25-26 may result in a meet and confer period of less than 30 days.

The County Auditor-Controller may object to the inclusion of any item on the ROPS that is not demonstrated to be an enforceable obligation and may object to the funding source proposed for any item. The County Auditor-Controller must provide notice of its objections to the DOF, the Successor Agency and the Oversight Board at least 60 days before disbursements from the Redevelopment Property Tax Trust Fund (“RPTTF”) are required to be made.

The County Auditor-Controller is required to make RPTTF disbursements to the Successor Agency pursuant to the DOF-approved ROPS 25-26 on June 1, 2025 (to fund enforceable obligation payments from July 1, 2025 through December 31, 2025) and January 1, 2026 (to fund enforceable obligation payments from January 1, 2026 through June 30, 2026).

3. BASIS OF RECOMMENDATION:

Pursuant to HSC Section 34177, in order to make payments on enforceable obligations, the Successor Agency is required to prepare a Recognized Obligation Payment Schedule (“ROPS”) for specified fiscal periods. Each ROPS must be approved by the Oversight Board, submitted to the County Auditor-Controller, the State Controller, as well as the State Department of Finance (“DOF”).

4. FISCAL IMPACT / BUDGET AMENDMENT:

Preparation of a Recognized Obligation Payment Schedule will allow the Successor Agency to pay enforceable obligations of the former redevelopment agency for the period July 1, 2025 through June 30, 2026. The ROPS will also be forwarded on to the County-wide Oversight Board for their approval prior to submission to the California Department of Finance.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

8. ALTERNATIVES:

None recommended at this time as the preparation of a Recognized Obligation Payment Schedule is required by law in order for the Successor Agency to continue to pay obligations of the former Turlock Redevelopment Agency.

9. ATTACHMENTS:

1. Draft Resolution ROPS 25-26
2. ROPS Schedule 25-26

**BEFORE THE SUCCESSOR AGENCY TO THE
TURLOCK REDEVELOPMENT AGENCY**

IN THE MATTER OF APPROVING	}	RESOLUTION NO. SA-RDA-2024-_____
A RECOGNIZED OBLIGATION PAYMENT	}	
SCHEDULE FOR THE FISCAL PERIOD	}	
FROM JULY 1, 2025 THROUGH JUNE 30, 2026	}	
(ROPS 25-26) PURSUANT TO HEALTH	}	
AND SAFETY CODE SECTION 34177 AND	}	
TAKING RELATED ACTIONS	}	
	}	

WHEREAS, pursuant to Health and Safety Code (“HSC”) Section 34177(o), the Successor Agency to the Turlock Redevelopment Agency (the “Successor Agency”) must prepare a Recognized Obligation Payment Schedule listing the anticipated payments for enforceable obligations to be made by the Successor Agency during the fiscal period from July 1, 2025 through June 30, 2026 (“ROPS 25-26”) and submit ROPS 25-26 to the oversight board having jurisdiction over the Successor Agency for approval; and

WHEREAS, pursuant to HSC Section 34179(j), commencing on and after July 1, 2018, the Stanislaus Countywide Oversight Board (the “Oversight Board”) has jurisdiction over the Successor Agency; and

WHEREAS, pursuant to HSC Section 34177(l)(2)(B), at the same time that the Successor Agency submits ROPS 25-26 to the Oversight Board for approval, the Successor Agency must submit a copy of such ROPS 25-26 to the State Department of Finance (the “DOF”), the County administrative officer, and the County Auditor-Controller; and

WHEREAS, pursuant to HSC Section 34177(l)(2)(C) and Section 34177(o)(1), the Successor Agency must: (i) submit the Oversight Board-approved ROPS 25-26 to the DOF, the Office of the State Controller, and the County Auditor-Controller no later than February 1, 2025, and (ii) post a copy of the Oversight Board-approved ROPS 25-26 on the Successor Agency’s website;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE TURLOCK REDEVELOPMENT AGENCY HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. ROPS 25-26, substantially in the form attached hereto as Exhibit A, is hereby approved. The Executive Director of the Successor Agency, in consultation with the Successor Agency’s legal counsel, may modify ROPS 25-26 as the Executive Director or the Successor Agency’s legal counsel deems necessary or advisable.

Section 3. Staff is hereby authorized and directed to submit a copy of ROPS 25-26 to the Oversight Board for approval and, at the same time, transmit a copy of ROPS 25-26 to the DOF, the County Auditor-Controller and the County administrative officer as designated by the County.

Section 4. Staff is hereby authorized and directed to submit a copy of Oversight Board-approved ROPS 25-26 to the DOF, the Office of the State Controller, and the County Auditor-Controller. If the Oversight Board has not approved ROPS 25-26

Section 5. Staff is hereby authorized and directed to transmit ROPS 25-26 to the DOF, the Office of the State Controller, and the County Auditor-Controller by February 1, 2025, with a written notification regarding the status of the Oversight Board's review. Written notice and information regarding the action of the Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF's choosing.

Section 6. Staff is hereby authorized and directed to post a copy of the Oversight Board-approved ROPS 25-26 on the Successor Agency's Internet website (being a page on the Internet website of the City of Turlock).

Section 7. The officers and the other Staff members of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including but not limited to requesting additional review by the DOF and an opportunity to meet and confer on any disputed items, and making adjustments to ROPS 25-26 pursuant to the DOF's instructions, and any such actions previously taken are hereby ratified and confirmed.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Successor Agency to the Turlock Redevelopment Agency this 10th day of December, 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk
City of Turlock, County of Stanislaus,
State of California

EXHIBIT A

**SUCCESSOR AGENCY TO THE TURLOCK REDEVELOPMENT AGENCY
RECOGNIZED OBLIGATION PAYMENT SCHEDULE
(July 1, 2025 through June 30, 2026)**

Recognized Obligation Payment Schedule (ROPS 25-26) - Summary
Filed for the July 1, 2025 through June 30, 2026 Period

Successor Agency: Turlock

County: Stanislaus

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	25-26A Total (July - December)	25-26B Total (January - June)	ROPS 25-26 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 1,941,128	\$ 506,128	\$ 2,447,256
B Bond Proceeds	-	-	-
C Reserve Balance	1,941,128	506,128	2,447,256
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 51,746	\$ 2,493,553	\$ 2,545,299
F RPTTF	25,075	2,466,882	2,491,957
G Administrative RPTTF	26,671	26,671	53,342
H Current Period Enforceable Obligations (A+E)	\$ 1,992,874	\$ 2,999,681	\$ 4,992,555

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Turlock
Recognized Obligation Payment Schedule (ROPS 25-26) - ROPS Detail
July 1, 2025 through June 30, 2026

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 25-26 Total	ROPS 25-26A (Jul - Dec)					25-26A Total	ROPS 25-26B (Jan - Jun)					25-26B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$67,538,530		\$4,992,555	\$-	\$1,941,128	\$-	\$25,075	\$26,671	\$1,992,874	\$-	\$506,128	\$-	\$2,466,882	\$26,671	\$2,999,681
32	mobile home rental subsidy	Business Incentive Agreements	04/01/2007	12/31/2025	JCS Properties Inc	mobile home rental subsidy - termination date is an estimate		12,000	N	\$12,000	-	-	-	6,000	-	\$6,000	-	-	-	6,000	-	\$6,000
33	mobile home rental subsidy	Business Incentive Agreements	05/16/2007	12/31/2025	Magic Sands Mobile Home	mobile home rental subsidy - termination date is an estimate		3,050	N	\$3,050	-	-	-	1,525	-	\$1,525	-	-	-	1,525	-	\$1,525
35	mobile home rental subsidy	Business Incentive Agreements	04/03/2007	12/31/2025	Western View Mobile Ranch	mobile home rental subsidy - termination date is an estimate		7,700	N	\$7,700	-	-	-	3,850	-	\$3,850	-	-	-	3,850	-	\$3,850
38	Contract for admin of MHRS program	Project Management Costs	07/01/2013	12/31/2025	Successor Agency Staff	Staff time to collect monthly supporting documents and annual verifications - termination date is an estimate		20,000	N	\$20,000	-	-	-	10,000	-	\$10,000	-	-	-	10,000	-	\$10,000
43	Trustee Services	Fees	03/01/1999	12/31/2039	U.S. Bank	trustee services for outstanding bond issuances		3,700	N	\$3,700	-	-	-	3,700	-	\$3,700	-	-	-	-	-	\$-
44	Arbitrage Rebate Services	Fees	03/01/1933	12/31/2039	BLX Group Inc	annual arbitrage rebate report for each		-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 25-26 Total	ROPS 25-26A (Jul - Dec)					25-26A Total	ROPS 25-26B (Jan - Jun)					25-26B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
						outstanding bond issuance																
45	Annual Administration	Admin Costs	07/01/2013	06/30/2039	City of Turlock	Includes successor agency staff (other than specific project time), supplies, meetings, utilities, vehicles, IT, advertising and non-project specific legal services.		53,342	N	\$53,342	-	-	-	-	26,671	\$26,671	-	-	-	-	26,671	\$26,671
53	2016 Tax Increment Refunding Bonds - interest	Refunding Bonds Issued After 6/27/12	11/16/2016	09/01/2039	US Bank as third party trustee for bond holders	Proceeds used to 100% refund outstanding 1999, 2006 and 2011 bonds		7,677,997	N	\$1,047,256	-	541,128	-	-	-	\$541,128	-	506,128	-	-	-	\$506,128
54	2016 Tax Increment Refunding Bonds - principal	Refunding Bonds Issued After 6/27/12	11/16/2016	09/01/2039	US Bank as third party trustee for bond holders	Proceeds used to 100% refund outstanding 1999, 2006 and 2011 bonds		27,265,000	N	\$1,400,000	-	1,400,000	-	-	-	\$1,400,000	-	-	-	-	-	\$-
55	Reserve for 2016 Bond principal payment	Reserves	11/16/2016	09/01/2039	US Bank as third party trustee for bond holders	Proceeds used to 100% refund outstanding 1999, 2006 and 2011 bonds		25,865,000	N	\$1,470,000	-	-	-	-	-	\$-	-	-	-	1,470,000	-	\$1,470,000
56	Reserve for 2016 Bond interest	Reserves	11/16/2016	09/01/2039	US Bank as third party	Proceeds used to 100%		6,630,741	N	\$975,507	-	-	-	-	-	\$-	-	-	-	975,507	-	\$975,507

[illegible]

Turlock
Recognized Obligation Payment Schedule (ROPS 25-26) - Report of Cash Balances
July 1, 2022 through June 30, 2023
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/22) RPTTF amount should exclude "A" period distribution amount.	17		2,523,351			
2	Revenue/Income (Actual 06/30/23) RPTTF amount should tie to the ROPS 22-23 total distribution from the County Auditor-Controller	2,466,415				2,598,692	
3	Expenditures for ROPS 22-23 Enforceable Obligations (Actual 06/30/23)	1,820,517		2,523,351		602,662	
4	Retention of Available Cash Balance (Actual 06/30/23) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	645,915				1,939,858	
5	ROPS 22-23 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 22-23 PPA form submitted to the CAC		No entry required			56,172	
6	Ending Actual Available Cash Balance (06/30/23) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$-	

Turlock
Recognized Obligation Payment Schedule (ROPS 25-26) - Notes
July 1, 2025 through June 30, 2026

Item #	Notes/Comments
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**BEFORE THE SUCCESSOR AGENCY TO THE
TURLOCK REDEVELOPMENT AGENCY**

**IN THE MATTER OF APPROVING
PROPOSED ADMINISTRATIVE BUDGETS
FOR THE SIX-MONTH FISCAL PERIODS
FROM JULY 1, 2025 THROUGH DECEMBER
31, 2025, AND FROM JANUARY 1, 2026
THROUGH JUNE 30, 2026 AND TAKING
RELATED ACTIONS**

RESOLUTION NO. SA-RDA-2024-_____

WHEREAS, pursuant to Health and Safety Code ("HSC") Section 34177(j), the Successor Agency to the Turlock Redevelopment Agency (the "Successor Agency") must prepare a proposed administrative budget for each six-month fiscal period (commencing each January 1 and July 1) and submit each proposed administrative budget to the oversight board with jurisdiction over the Successor Agency (the "Oversight Board") for approval; and

WHEREAS, pursuant to HSC Section 34179(j), commencing on and after July 1, 2018, the Stanislaus Countywide Oversight Board (the "Oversight Board") has jurisdiction over the Successor Agency; and

WHEREAS, each proposed administrative budget shall include all of the following: (1) estimated amounts for Successor Agency administrative costs for the upcoming six-month fiscal period; (2) proposed sources of payment for the costs identified in (1); and (3) proposals for arrangements for administrative and operations services provided by the City of Turlock or another entity; and

WHEREAS, pursuant to HSC Section 34177(k), the Successor Agency is required to provide administrative cost estimates, from its approved administrative budget that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund, to the County Auditor-Controller for each six-month fiscal period; and

WHEREAS, there has been presented to this Board for approval, the Successor Agency's proposed administrative budgets for the six-month fiscal periods from July 1, 2025 through December 31, 2025 ("Administrative Budget 25-26A") and from January 1, 2026 through June 30, 2026 ("Administrative Budget 25-26B") together with Administrative Budget 25-26A, the "Administrative Budgets");

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE TURLOCK REDEVELOPMENT AGENCY HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. Administrative Budget 25-26A, substantially in the form attached hereto as Exhibit A, is hereby approved.

Section 3. Administrative Budget 25-26B, substantially in the form attached hereto as Exhibit A, is hereby approved.

Section 4. The Executive Director of the Successor Agency, in consultation with the Successor Agency's legal counsel, may modify the Administrative Budgets as the Executive Director or the Successor Agency's legal counsel deems necessary or advisable.

Section 5. Staff is hereby authorized and directed to submit the proposed Administrative Budgets to the Oversight Board for approval.

Section 6. The officers and other staff members of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution and the Administrative Budgets and any such actions previously taken are hereby ratified and confirmed.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Successor Agency to the Turlock Redevelopment Agency this 10th day of December, 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk
City of Turlock, County of Stanislaus,
State of California

EXHIBIT A
SUCCESSOR AGENCY TO THE TURLOCK REDEVELOPMENT AGENCY
ADMINISTRATIVE BUDGET 25-26A
(July 1, 2025 through December 31, 2025)

and

ADMINISTRATIVE BUDGET 25-26B
(January 1, 2026 through June 30, 2026)

Successor Agency to the former Turlock Redevelopment Agency
Administrative Budget for Fiscal Year 2025-26

	2025-26 A	2025-26 B	Total
Administrative Allowance			
Successor Agency Staff	\$ 18,921	\$ 18,921	\$37,842
Audit Services	1,250	1,250	2,500
Supplies, meetings, training, advertising, IT, etc	1,500	1,500	3,000
Other Contractual Services (including legal)	5,000	5,000	\$10,000
Total Administrative Allowance	\$ 26,671	\$ 26,671	\$ 53,342

City of Turlock employees provide administrative support for the Successor Agency for the former Turlock Redevelopment Agency.

This support includes processing all financial transactions; preparing required reports for various entities including ROPS and Prior Period Adjustment Report submissions, Continuing Disclosure documents related to outstanding debt issuances, administration of the mobile home subsidy program; and responding to questions regarding any Successor Agency activities.

Administrative support also includes preparing and presenting Staff reports for the Successor Agency and/or the Oversight Board so that they can fulfill their administrative requirements related to the wind down of the former Turlock Redevelopment Agency. City Staff also supports the Successor Agency and Oversight Board members as they carry out their duties and responsibilities to their respective entity including the costs of preparing for and holding the meetings in order to carry out the dissolution process as prescribed by law.

On the related ROPS for these time periods, Staff is proposing the use of RPTTF funds for the administrative costs of the Successor Agency.

City Council Staff Report

December 10, 2024



From: Isaac Moreno, Finance Director
Prepared by: Isaac Moreno, Finance Director
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting amendments to the Fiscal Year 2024-2025 Budget as a result of the first quarter budget review

2. DISCUSSION OF ISSUE:

On June 11, 2024, the City Council adopted the Fiscal Year 2024-2025 Budget. This budget was adopted as a status quo budget, with direction from Council to bring it back for discussion on a quarterly basis.

Within this discussion, staff will present revenues and expenditures from July 1, 2024 to September 30, 2024. Since some large revenues and expenditures do not occur until later in the fiscal year, staff have included estimates to reflect a full quarter. Within this period, three of the six bargaining groups have executed tentative agreements that have created amendments to multiple funds.

General Fund:

The General Fund, for this period, represents a positive gain of \$25,980 of revenues over expenditures. Attachment 2, depicts a summary of each department's year-to-date activities. One of the primary revenues for this fund is property tax. However, since the first payment of this revenue is not received from the County until late January, this revenue has been estimated at 25% of the adopted budget amount.

Other Major Funds:

Unlike the General Funds, these funds only represent actuals. Their summary is as follows:

Fund	Revenues	Expenditures	Net Gain/(Loss)
115-Measure A Roads	630,596	4,718,458	(4,087,862)
117-Cannabis	213,145	24,857	188,287
118-Measure A General	515,942	1,268,784	(752,842)
119-American Rescue Plan Act	-	380,084	(380,084)
120-Tourism	650	52,979	(52,329)
410-Water Quality Control	3,554,680	8,140,260	(4,585,580)

420-Water	5,184,665	5,649,752	(465,087)
501-Information Technology	467,109	509,524	(42,415)

Fund 410 "Water Quality Control" reflects a large loss for this quarter, which is as a result of a bond payment made within this period for \$3.4 million as well as revenues only being recorded for two months, due to the accrual method of accounting.

As previously stated, Fiscal Year 2024-2025 was adopted as a status quo budget. Therefore, some of the original augmentations are being requested by the Departments. Some of these requests are being proposed for the first quarter, while others will be brought back for further discussion at the mid-year budget review. Attachment 2 breaks down these requests with a description of the justification. In addition to these augmentations, some carryover and cleanup items are being presented. These two terms are defined as follows:

Carryover: Moving unspent funds from one fiscal year to a subsequent fiscal year. This enables the City to spend funds in the current fiscal year that were expected to be spent in the prior fiscal year. However, they were not due mainly to timing or unforeseen circumstances such as delays in delivery.

Clean-up: This process occurs when an item or items were omitted during the initial budget process due mainly to timing between the budget planning process and the adoption of the budget.

In summary, these presented funds represent revenues and expenditures to be concurrent with the adopted budget for the first quarter.

3. BASIS OF RECOMMENDATION:

The Fiscal Year 2024-2025 budget was adopted as a status quo budget with direction by Council to review on a quarterly basis in order to assess revenues and expenditures. As a result of the review and analysis performed, staff are requesting some augmentations, cleanup and carryovers to be adopted.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The requested budget augmentations are detailed in Attachment 2 with the designated funding sources. If none are approved, there is no impact.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action

consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

8. ALTERNATIVES:

1. Do not approve the requested augmentations to the adopted Fiscal Year 2024-2025 first quarter budget review.

9. ATTACHMENTS:

1. Attachment 1 - Resolution
2. Attachment 2 -1st Qtr Review FY 24-25

ATTACHMENT 1

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING	}	RESOLUTION NO. 2024-XXX
AMENDMENTS TO THE FISCAL YEAR	}	
2024-2025 BUDGET AS A RESULT OF THE	}	
FIRST QUARTER BUDGET REVIEW	}	
	}	

WHEREAS, annually the City Council adopts a budget for the General Fund and Non-General Funds to cover the projected revenues and expenses for the fiscal year; and

WHEREAS, on June 11, 2024 the City Council adopted a budget plan to serve as a living document to be formally reviewed on a regular basis in order to assess revenues and expenditures to determine whether any adjustments should be incorporated as amendments to the adopted budget; and

WHEREAS, a review of the first quarter budget of Fiscal Year 2024-2025 was conducted on December 10, 2024 where staff presented how proposed additional requested resources would serve to address operational and service level needs; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt amendments to the budget as detailed in Attachment 2 for the City of Turlock General Fund and Non-General Funds for Fiscal Year 2024-2025.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 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 OF TURLOCK
FISCAL YEAR 2024-2025
1ST QUARTER BUDGET REVIEW 12/10/2024
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Augmentation Forms	24-34

CITY OF TURLOCK 1ST QUARTER BUDGET REVIEW FISCAL YEAR 2024-2025

General Fund (Fund 110) Budget Summary

Revenues - General Fund Department		FY 24-25 Adopted Budget	FY 24-25 Amendments to 9/30/24	FY 24-25 Amended Budget	FY 24-25 Actual YTD at 9/30/24	Percentage Used
000	Non Departmental	\$ 54,303,707	\$ -	\$ 54,303,707	\$ 13,660,412	25%
100	City Council			\$ -		
102	City Manager			\$ -		
103	Economic Development and Comm.			\$ -		
104	City Clerk			\$ -		
106	Finance	\$ 20,436	\$ -	\$ 20,436	\$ 6,524	32%
108	City Attorney			\$ -	\$ 1,161	
109	Human Relations			\$ -		
112	General Government			\$ -		
192	Homeless Response			\$ -		
200	Police Services - Special Operations	\$ 188,000	\$ -	\$ 188,000	\$ 73,981	39%
205	Police Services - Support Operations			\$ -	\$ 7,252	
210	Police Services - Field Operations	\$ 1,811,500	\$ -	\$ 1,811,500	\$ 241,772	13%
215	Animal Services	\$ 109,550	\$ -	\$ 109,550	\$ 19,651	18%
300	Fire Department	\$ 831,700	\$ -	\$ 831,700	\$ 50,300	6%
400	Planning	\$ 181,480	\$ -	\$ 181,480	\$ 45,301	25%
405	Building	\$ 1,682,000	\$ -	\$ 1,682,000	\$ 748,251	44%
410	Engineering	\$ 3,373,500	\$ -	\$ 3,373,500	\$ 718,368	21%
500	Public Facilities			\$ -		
600	Park Maintenance	\$ 125,600	\$ -	\$ 125,600	\$ 3,272	3%
620	Parks, Recreation & Public Facilities	\$ 68,900	\$ -	\$ 68,900	\$ 29,242	42%
622	Recreation - Programs/Events	\$ 132,400	\$ -	\$ 132,400	\$ 13,556	10%
624	Recreation - Sports	\$ 106,000	\$ -	\$ 106,000	\$ 25,123	24%
626	Recreation - Aquatics	\$ 100,000	\$ -	\$ 100,000	\$ 6,640	7%
630	Recreation - Prevention/Youth	\$ 1,100,000	\$ -	\$ 1,100,000	\$ 183,585	17%
Total Revenue		\$ 64,134,773	\$ -	\$ 64,134,773	\$ 15,834,390	25%

Expenses - General Fund Department		FY 24-25 Adopted Budget	FY 24-25 Amendments to 9/30/24	FY 24-25 Amended Budget	FY 24-25 Actual YTD at 9/30/24	Percentage Used
000	Non Departmental			\$ -		
100	City Council	\$ 132,578	\$ -	\$ 132,578	\$ 28,533	22%
102	City Manager	\$ 860,905	\$ 204,057	\$ 1,064,962	\$ 210,316	20%
103	Economic Development and Comm.	\$ 160,411	\$ 190,450	\$ 350,861	\$ 21,489	6%
104	City Clerk	\$ 1,007,068	\$ 14,622	\$ 1,021,690	\$ 134,791	13%
106	Finance	\$ 1,714,303	\$ 164,346	\$ 1,878,649	\$ 435,206	23%
108	City Attorney	\$ 794,125	\$ 4,388	\$ 798,513	\$ 178,924	22%
109	Human Relations	\$ 1,986,390	\$ 111,551	\$ 2,097,941	\$ 546,439	26%
112	General Government	\$ 2,142,843	\$ -	\$ 2,142,843	\$ 547,045	26%
192	Homeless Response	\$ 160,000	\$ -	\$ 160,000	\$ -	0%
200	Police Services - Special Operations	\$ 7,476,847	\$ 228,144	\$ 7,704,991	\$ 2,069,472	27%
205	Police Services - Support Operations	\$ 3,573,840	\$ 105,506	\$ 3,679,346	\$ 820,301	22%
210	Police Services - Field Operations	\$ 17,180,935	\$ (422,149)	\$ 16,758,786	\$ 4,540,254	27%
215	Animal Services	\$ 767,143	\$ 10,838	\$ 777,981	\$ 172,835	22%
300	Fire Department	\$ 13,651,163	\$ 4,151	\$ 13,655,314	\$ 3,633,812	27%
400	Planning	\$ 993,286	\$ 145,224	\$ 1,138,510	\$ 243,959	21%
405	Building	\$ 2,457,398	\$ 9,896	\$ 2,467,294	\$ 470,126	19%
410	Engineering	\$ 3,971,248	\$ 29,923	\$ 4,001,171	\$ 834,827	21%
500	Public Facilities	\$ 582,346	\$ 77,238	\$ 659,584	\$ 134,289	20%
600	Park Maintenance	\$ 1,153,687	\$ (35,979)	\$ 1,117,708	\$ 212,428	19%
620	Parks, Recreation & Public Facilities	\$ 165,867	\$ 196,963	\$ 362,830	\$ 39,754	11%
622	Recreation - Programs/Events	\$ 100,868	\$ -	\$ 100,868	\$ 17,320	17%
624	Recreation - Sports	\$ 261,464	\$ -	\$ 261,464	\$ 71,233	27%
626	Recreation - Aquatics	\$ 191,164	\$ -	\$ 191,164	\$ 76,158	40%
630	Recreation - Prevention/Youth	\$ 995,898	\$ -	\$ 995,898	\$ 368,900	37%
Total Expenses		\$ 62,481,777	\$ 1,039,169	\$ 63,520,946	\$ 15,808,410	25%

Total Revenue Over/(Under) Expenses	\$ 1,652,996	\$ (1,039,169)	\$ 613,827	\$ 25,980	\$ (0)
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CITY OF TURLOCK
Budget Augmentation Request Summary - First Quarter Review FY 24/25
GENERAL FUND
December 10, 2024

Funded by General Fund						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Admin	100-City Council	110-General Fund	Other	Conference - District 1 - Council member Training	\$ 1,000	110-10-100.47032_001
Admin	100-City Council	110-General Fund	Other	Conference - District 2 - Council member Training	\$ 1,000	110-10-100.47032_002
Admin	100-City Council	110-General Fund	Other	Conference - District 3 - Council member Training	\$ 1,000	110-10-100.47032_003
Admin	100-City Council	110-General Fund	Other	Conference - District 4 - Council member Training	\$ 1,000	110-10-100.47032_004
Admin	100-City Council	110-General Fund	Other	Conference - Mayor - Mayor Training	\$ 1,000	110-10-100.47031
Admin	103- Economic Development	110-General Fund	Personnel	Two part-time positions: one for Economic Development and one for Communications. Effective 1/1/2025	\$ 24,000	110-10-103.41002_000
Admin	106-Finance	110-General Fund	Personnel	Accountant III to assist with increased responsibilities related to year-end audit and annual budget. Effective	\$ 61,606	110-10-106.41001 & Benefits
Admin	106-Finance	110-General Fund	Other	Training for newly elected City Treasurer	\$ 3,000	110-10-106.47095_000
Police	205-Support Operations	110-General Fund	Personnel	Staff Services Assistant to assist management with day to day tasks and supporting Support Operations. This position would eliminate part time clerk. Effective 1/1/2025	\$ 42,114	110-20-205.41001 & Benefits
Police	205-Support Operations	110-General Fund	Personnel	Reduce part time if Staff Services Assistant position is approved. Effective 1/1/2025	\$ (9,600)	110-20-205.41002_000
Police	205-Support Operations	110-General Fund	Other	Outside counsel related to Public Records Act requests	\$ 50,000	110-20-205.43195
Police	215-Animal Services	110-General Fund	Personnel	Convert an Animal Services Officer to a Senior position. Effective 1/1/2025	\$ 1,188	110-20-215.41001 & Benefits
Development Services	400-Planning	110-General Fund	Personnel	Reclassify Senior Planner to Principal Planner. Effective	\$ 4,229	110-40-400.41001 & Benefits
Municipal Serv.-Public Facilities	500-Public Facilities	110-General Fund	Other	Compliance with federal Entry Level Driver Training (ELDT) for maintenance workers to obtain Class B Driver's License, as well as certificates for Flagger Traffic Control – OSHA 1598-1599 and HAZMAT – First Responder Awareness	\$ 8,200	110-50-500.47095_000
Municipal Serv.-Parks	600-Maintenance	110-General Fund	Other		\$ 7,200	110-60-600.47095_000

TOTAL COST \$ 196,937

Funded by Cannabis						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Cannabis	10-Admin	117-Cannabis	Transfers Out	Transfer from Cannabis to F506 to cover add-on features for Lenco	\$ 54,000	117-10-190.48001_090
Police	000-Non Departmental	506-Vehicle/ Equip. Replacement	Transfers In	Transfer from Cannabis to F506 to cover add-on features for Lenco	\$ (54,000)	506-00-000-213-38001_090
Police	000-Non Departmental	506-Vehicle/ Equip. Replacement	Capital	Add-on features for Lenco, funded by Transfer from F117 (Cannabis)	\$ 54,000	506-00-000-213.51020

TOTAL COST \$ 54,000

CITY OF TURLOCK
Budget Augmentation Request Summary - First Quarter Review FY 24/25
GENERAL FUND
December 10, 2024

Funded by Measure A General						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Municipal Serv.-Parks	600-Maintenance	118-Measure A General	Personnel	One Full Time Maintenance Worker I for Park Maintenance. Effective 1/1/2025	\$ 36,469	118-60-600.41001 & Benefits
Municipal Serv.-Parks	600-Maintenance	118-Measure A General	Personnel	One Full Time Maintenance Worker II for Park Maintenance. Effective 1/1/2025	\$ 39,306	118-60-600.41001 & Benefits
Police	210-Field Operations	118-Measure A General	Personnel	Unfreeze one frozen Police Officer position from FY 19/20. Effective 1/1/2025	\$ 58,024	118-20-210.41001 & Benefits
TOTAL COST					\$ 133,799	

Funded by Information Technology						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Information Technology	130-Info Tech - Operations	501-Information Technology	Personnel	One Full Time Information Technology Technician. Effective 1/1/2025	\$ 48,209	501-10-130.41001 & Benefits
Information Technology	130-Info Tech - Operations	501-Information Technology	Personnel	Reclassify Staff Services Assistant to Staff Services Technician. Effective 1/1/2025	\$ 1,769	501-10-130.41001 & Benefits
Information Technology	130-Info Tech - Operations	501-Information Technology	Personnel	Reclassify IT Technician to IT Analyst I. Effective 1/1/2025	\$ 4,593	501-10-130.41001 & Benefits
TOTAL COST					\$ 54,571	
GRAND TOTAL					\$ 439,307	

CLEAN UP/CARRYOVER

Funded by General Fund						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Police	200-Special Operations	110-General Fund	Personnel	Overtime for FEMA/OES Strike Team	\$ 10,000	110-20-200.41100_019
Police	200-Special Operations	110-General Fund	REVENUE	Reimburse Overtime for FEMA/OES Strike Team	\$ (10,000)	110-20-200.34060
TOTAL COST					\$ -	

Funded by ARPA						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Admin	188-ARPA	119-American Rescue Plan Act	Supplies & Maint.	Carryover of item approved at the 5/28/24 council meeting for EOC with Resolution No. 2024-085.	\$ 350,000	119-10-188.44030_000
TOTAL COST					\$ 350,000	

CITY OF TURLOCK
Budget Augmentation Request Summary - First Quarter Review FY 24/25
GENERAL FUND
December 10, 2024

SUMMARY

		Subtotals	TOTALS
GENERAL FUND			
Full Time	2	\$ 94,120	
Reclassifications	2	\$ 5,417	
Part Time		\$ 24,000	
Other		\$ 73,400	\$ 196,937
NON GENERAL FUND (IT and Measure A General)			
Full Time	4	\$ 182,008	
Reclassifications	2	\$ 6,362	
Non Salary/Benefits		\$ 404,000	\$ 592,370
		<u>\$ 789,307</u>	<u>\$ 789,307</u>

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW
BUDGET AUGMENTATION REQUEST

Requesting Department: City Council

General Ledger Account Number	General Ledger Account Description	Amended FY 24-25 Budget	Additional Amount Requested for FY 24-25	Total FY 24-25 Budget Amount With Augmentation
110-10-100.47032_001	Conferences - Council District 1	\$ 2,500	\$ 1,000	\$ 3,500
110-10-100.47032_002	Conferences - Council District 2	\$ 2,500	\$ 1,000	\$ 3,500
110-10-100.47032_003	Conferences - Council District 3	\$ 2,500	\$ 1,000	\$ 3,500
110-10-100.47032_004	Conferences - Council District 4	\$ 2,500	\$ 1,000	\$ 3,500
110-10-100.47031	Conferences - Mayor	\$ 9,000	\$ 1,000	\$ 10,000
				\$ -
				\$ -
				\$ -
				\$ -
Total Additional Amount Requested			<u>\$ 5,000</u>	

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

- ☐ Personnel
- ☐ Equipment
- ☐ Contractual
- ☐ Supplies & Maintenance
- ☐ Capital
- ☒ Other
- ☐ Contract Carryover

If Personnel, place "X" in one box

- ☐ Existing Classification
- ☐ New Classification
- ☐ Reclassification

Justification:

Increase conference costs for councilmembers to attend annual training.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW

BUDGET AUGMENTATION REQUEST

Requesting Department: Economic Development/Communications

General Ledger Account Number	General Ledger Account Description	Amended FY 24-25 Budget	Additional Amount Requested for FY 24-25	Total FY 24-25 Budget Amount With Augmentation
110-10-103.41002_000	Part Time Help General	\$ -	\$ 24,000	\$ 24,000
				\$ -
				\$ -
				\$ -
Total Additional Amount Requested			<u>\$ 24,000</u>	

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

- ☒ Personnel
- ☐ Equipment
- ☐ Contractual
- ☒ Supplies & Maintenance
- ☐ Capital
- ☐ Other
- ☐ Contract Carryover

If Personnel, place "X" in one box

- ☐ Existing Classification
- ☐ New Classification
- ☐ Reclassification

Justification:

1 Part Time for Admin Support, 1 Part Time for Economic Development and Communications. The budget for the entire FY 24/25 for part time staff is \$48,000, however, effective date of this request is 1/1/2025, therefore, only \$24,000 is being requested for FY 24/25.

As our department continues to maximize outreach and implementing strategic plans and programs, we have been overwhelmed with admin and finance tasks. We are in need of additional support in that area, as well as other tasks within our department. We met with 200+ businesses last year, hosted 12-15 business workshops, and are working on numerous economic development projects on an on-going basis. From a Communications perspective, we send out numerous Press Releases, manage 4 City social media accounts highlighting the City, and provide media coverage, strategic coaching, and videography support for numerous City departments and events.

Economic Development Projects Include: Business Visitation Program (meet local businesses, top employers, top sales tax generators, entrepreneurs and start-ups), Business Development Program, Sports Center Project, Economic Development Strategic Plan Update, Countryside Drive Commercial Retail Development, Armory Re-use Opportunities, Fusus Downtown Security Enhancement Program, Turlock Partnerships Incentive Program, Business Attraction and Recruitment, and several Workforce Development initiatives.

Communications Projects Include: Implementing Communications Plan, City of Turlock Mobile App implementation, City of Turlock New Website project, Manage Social Media Accounts, Highlighting and providing media coverage for community events, as well as engaging with the public in the form of surveys and community workshops.

With Economic Development and Communications being a top priority for leadership, our team has reached maximum bandwidth and needs more support to continue to put out high quality work and results that benefit the community.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW BUDGET AUGMENTATION REQUEST									
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Requesting Department:	Finance-Accounting
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[illegible]

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

X	Personnel
	Equipment
	Contractual
	Supplies & Maintenance
	Capital
	Other
	Contract Carryover

If Personnel, place "X" in one box

X	Existing Classification
	New Classification
	Reclassification

Justification:

Add an Accountant III to the Accounting staff to assist with the increased responsibilities in the department related to the year end audit and annual budget, as well as increased required for financial and grant reporting, and providing support to all city departments in a more timely manner. This position is in the TCEA bargaining unit, salary range 31.2, step 1.

The budget for the entire FY 24/25 is \$123,212 for salary and benefits. However, effective date of this request is 1/1/2025, therefore, only \$61,606 is being requested for FY 24/25.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW BUDGET AUGMENTATION REQUEST									
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Requesting Department: Finance-Accounting

[illegible][illegible]

Total Additional Amount Requested	\$ 3,000
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Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

	Personnel
	Equipment
	Contractual
	Supplies & Maintenance
	Capital
X	Other
	Contract Carryover

If Personnel, place "X" in one box

	Existing Classification
	New Classification
	Reclassification

Justification:

Increase travel budget to cover training for newly elected Treasurer.

**FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW
BUDGET AUGMENTATION REQUEST**

Requesting Department: POLICE - Support Operations

General Ledger Account Number	General Ledger Account Description	Amended FY 24-25 Budget	Additional Amount Requested for FY 24-25	Total FY 24-25 Budget Amount With Augmentation
110-20-205.41001 & benefits	Salary and Benefits	\$ 1,738,982	\$ 42,114	\$ 1,781,096
110-20-205.41002_000	Part Time Help General	\$ 77,600	\$ (9,600)	\$ 68,000
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Additional Amount Requested			<u>\$ 32,514</u>	

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

- ☒ Personnel
☐ Equipment
☐ Contractual
☐ Supplies & Maintenance
☐ Capital
☐ Other
☐ Contract Carryover

If Personnel, place "X" in one box

- ☒ Existing Classification
☐ New Classification
☐ Reclassification

Justification:

During the City's re-organization, the Support Operations Division was created with a Manager for oversight. During the staffing considerations, it was unknown what the needs would be in Support Operations as far as assistance to the Manager. In the Police Department, there are Staff Services Assistants assigned to both the Field and Special Operations Captains. After a year and half into the re-organization, there is a need for an SSA in Support Operations to assist the Manager with the workload of day to day tasks in addition to supporting the three units in Support Operations. In creating this position, we would eliminate the part time clerk currently assigned to the Business Unit. As a part time position, this has been difficult to fill and impossible to retain as part time employees take full time positions. By eliminating this unfilled part time clerk, funding can offset some of the full time salary and the SSA would also be able to assist the Business Unit with the duties that the clerk would have been doing.

The budget for the entire FY 24/25 is \$65,028 (\$84,228 for salary and benefits less \$19,200 part time savings). However, effective date of this request is 1/1/2025, therefore, only \$32,514 is being requested for FY 24/25.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW				
BUDGET AUGMENTATION REQUEST				
Requesting Department:		POLICE - Support Operations		
General Ledger	General Ledger	Amended	Additional Amount	Total FY 24-25
Account Number	Account Description	FY 24-25 Budget	Requested for FY 24-25	Budget Amount With Augmentation

[illegible]

Total Additional Amount Requested	\$ 50,000
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Place "X" in box(s)		If Personnel, place "X" in one box	
☐	Personnel	☐	Existing Classification
☐	Equipment	☐	New Classification
☒	Contractual	☐	Reclassification
☐	Supplies & Maintenance		
☐	Capital		
☐	Other		
☐	Contract Carryover		

The City Attorney's Office has been paying all outside counsel invoices. Each Department is being asked to pay for specific outside counsel that pertains to their Department. This is an estimated amount for the Police Department as this does occur frequently with Public Records Act requests.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW				
BUDGET AUGMENTATION REQUEST				
Requesting Department:		<u>POLICE -Animal Services</u>		
General Ledger	General Ledger	Amended	Additional Amount	Total FY 24-25
Account Number	Account Description	FY 24-25 Budget	Requested for FY 24-25	Budget Amount With Augmentation

General Ledger Account Number	General Ledger Account Description	Amended FY 24-25 Budget	Additional Amount Requested for FY 24-25	Budget Amount With Augmentation
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Total Additional Amount Requested	\$ 1,188
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Include all ongoing maintenance costs, certifications, replacement costs, etc.

If Personnel, place "X" in one box

X	Existing Classification
	New Classification
	Reclassification

The TAPO Mou Attachment A includes the position for Animal Services Officer, Sr., at Range 21.2. There is not currently an Animal Services Officer, Sr. included in the budget. We would like to convert an Animal Services Officer into a Senior position to provide more opportunity, succession planning and supervision at Animal Services. We would underfill the position at this time until we could conduct a promotional recruitment for the Senior position. The budget for the entire FY 24/25 is \$2,377. However, effective date of this request is 1/1/2025, therefore, only \$1,188 is being requested for FY 24/25.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW				
BUDGET AUGMENTATION REQUEST				
Requesting Department:		DSD-Planning		
General Ledger	General Ledger	Amended	Additional Amount	Total FY 24-25
Account Number	Account Description	FY 24-25 Budget	Requested for FY 24-25	Budget Amount With Augmentation

DSD-Planning

**Total FY 24-25
Budget Amount**

With Augmentation

\$ 426,448

[illegible]

\$	4,229
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If Personnel, place "X" in one box

	Existing Classification
	New Classification
X	Reclassification

Reclassification of the Senior Planner position to Principal Planner to allow for the position to take on more complex projects and duties to help address the needs of the department. The budget for the entire FY 24/25 is \$8,457. However, effective date of this request is 1/1/25, therefore, only \$4,229 is being requested for FY 24/25.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW
BUDGET AUGMENTATION REQUEST

Requesting Department: Municipal Services-Public Facilities/Parks Maintenance

General Ledger Account Number	General Ledger Account Description	Amended FY 24-25 Budget	Additional Amount Requested for FY 24-25	Total FY 24-25 Budget Amount With Augmentation
110-50-500.47095_000	Training General/Travel	\$ 1,800	\$ 8,200	\$ 10,000
110-60-600.47095_000	Training General/Travel	\$ 2,800	\$ 7,200	\$ 10,000
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Additional Amount Requested			<u>\$ 15,400</u>	

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

- ☐ Personnel
- ☐ Equipment
- ☐ Contractual
- ☐ Supplies & Maintenance
- ☐ Capital
- ☒ Other
- ☐ Contract Carryover

If Personnel, place "X" in one box

- ☐ Existing Classification
- ☐ New Classification
- ☐ Reclassification

Justification:

The current job description for many maintenance worker positions requires the employee to obtain a Class B Driver's License within nine (9) months from date of hire. On February 7, 2022, the Department of Motor Vehicles (DMV) implemented federal Entry Level Driver Training (ELDT) requirements for commercial driver's license (CDL) applicants. ELDT must be conducted by a registered training provider listed on the Federal Training Provider Registry (TPR). This has effectively taken away the opportunity for in house training. The average cost for training is \$3500 per employee. The City also is required to provide training for the following certificates: Flagger Traffic Control – OSHA 1598-1599 and HAZMAT – First Responder Awareness within 12 months of hire.

**FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW
BUDGET AUGMENTATION REQUEST**

Requesting Department: Cannabis

General Ledger Account Number	General Ledger Account Description	Amended FY 24-25 Budget	Additional Amount Requested for FY 24-25	Total FY 24-25 Budget Amount With Augmentation
117-10-190.48001_090	Transfers Out Vehicle & Equip Replacement	\$ -	\$ 54,000	\$ 54,000
506-00-000-213.38001_090	Transfers In Vehicle & Equip Replacement	\$ 840,000	\$ 54,000	\$ 894,000
506-00-000-213.51020	Equipment Replacement	\$ 1,240,000	\$ 54,000	\$ 1,294,000
				\$ -
				\$ -
				\$ -
				\$ -

Total Additional Amount Requested

\$ 54,000

Include all ongoing maintenance costs, certifications, replacement costs, etc.

NET = \$54,000

Place "X" in box(s)

- ☐ Personnel
- ☒ Equipment
- ☐ Contractual
- ☐ Supplies & Maintenance
- ☐ Capital
- ☐ Other
- ☐ Contract Carryover

If Personnel, place "X" in one box

- ☐ Existing Classification
- ☐ New Classification
- ☐ Reclassification

Justification:

To fund add-on features for Lenco equipment from the Cannabis fund into the Equipment Replacement fund.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW

BUDGET AUGMENTATION REQUEST

Requesting Department: Municipal Services-Parks Maintenance

General Ledger Account Number	General Ledger Account Description	Amended FY 24-25 Budget	Additional Amount Requested for FY 24-25	Total FY 24-25 Budget Amount With Augmentation
118-60-600.41001 & benefits I	Salary and Benefits	\$ 142,664	\$ 36,469	\$ 218,439
118-60-600.41001 & benefits II	Salary and Benefits		\$ 39,306	\$ -
Total Additional Amount Requested			<u>\$ 75,775</u>	

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

☒	Personnel
☐	Equipment
☐	Contractual
☐	Supplies & Maintenance
☐	Capital
☐	Other
☐	Contract Carryover

If Personnel, place "X" in one box

☒	Existing Classification
☐	New Classification
☐	Reclassification

Justification:

Add one (1) Maintenance Worker I position and one (1) Maintenance Worker II position to the Parks team of the Maintenance division. The additional maintenance staff will allow for more effective and efficient work flow and will result in better service to external customers. In addition, the following benefits will be actualized:

A. Increased Safety and Efficiency, allowing for a better allocation of resources, reducing the strain on our current team and equipment.

B. Improved Response Times, allowing staff to respond quicker to maintenance requests and emergencies, ensuring that issues are addressed before they become more serious problems.

C. Enhanced Routine Maintenance, enabling us to maintain a consistent schedule for routine tasks such as mowing, edging, blowing, irrigation repairs, playground safety maintenance, tree care, graffiti removal and restroom maintenance preventing the deterioration of public assets.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW BUDGET AUGMENTATION REQUEST	
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Requesting Department: POLICE - Field Operations

[illegible]

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

X	Personnel
	Equipment
	Contractual
	Supplies & Maintenance
	Capital
	Other
	Contract Carryover

If Personnel, place "X" in one box

X	Existing Classification
	New Classification
	Reclassification

Justification:

The Police Department is requesting to unfreeze the one current frozen police officer position that was frozen in FY 19/20. The department is currently allocated 88 sworn positions and unfreezing this position will increase our sworn staffing levels to 89. Currently we have seven vacancies, without this unfrozen position. The department is dedicated to filling these vacancies and have doubled our efforts to recruit positions through our academy trainee position. We are now recruiting for four academy sessions a year instead of our original two per year. Having this position unfrozen will allow us to continue to be aggressive in filling our vacancies with sponsorships through the police academy, hiring academy graduates and laterals. We have also seen great success through our hiring bonuses causing us to see an increase of applicants.

The budget for the entire FY 24/25 is \$116,048 (salary and benefits). However, effective date of this request is 1/1/2025, therefore, only \$58,024 is being requested for FY 24/25.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW				
BUDGET AUGMENTATION REQUEST				
Requesting Department:		Information Technology		
General Ledger	General Ledger	Amended	Additional Amount	Total FY 24-25
Account Number	Account Description	FY 24-25 Budget	Requested for FY 24-25	Budget Amount With Augmentation

Information Technology

\$ 892,061

X	Existing Classification
	New Classification
	Reclassification

IT would like to request one (1) Full Time Staff for the role of Information Technology Technician. Additional Personnel will allow IT to keep up with the ongoing support request demands as well as provide Senior-level staff with the time and resources to maintain and upgrade the City's enterprise IT network, cybersecurity posture, infrastructure, communication systems, and application services. The budget for the entire FY 24/25 is \$96,418. However, effective date of this request is 1/1/2025, therefore, only \$48,209 is being requested for FY 24/25.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW BUDGET AUGMENTATION REQUEST

Requesting Department:	Information Technology
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[illegible]

Include all ongoing maintenance costs, certifications, replacement costs, etc.

If Personnel, place "X" in one box

	Existing Classification
	New Classification
X	Reclassification

Justification:

IT would like to promote and reclassify the current Staff Services Assistant to a Staff Services Technician. The department's current Staff Services Assistant Staff Member will have two years of experience performing technical and analytical work involving statistical and financial research and analysis, journey level computer applications and report writing experience, or two years of experience as a Staff Services Assistant with the City of Turlock which is listed as an experience requirement for the Staff Services Technician position. We would also like to have this position assist the IT department with some of the Staff Services Technician position's essential functions such as make travel arrangements, maintain appointment schedules and calendars, and arrange meetings and conferences. The budget for the entire FY 24/25 is \$3,537. However, effective date of this request is 1/1/2025, therefore, only \$1,769 is being requested for FY 24/25.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW BUDGET AUGMENTATION REQUEST

Requesting Department:	Information Technology
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General Ledger Account Number	General Ledger Account Description	Amended FY 24-25 Budget	Additional Amount Requested for FY 24-25	Total FY 24-25 Budget Amount With Augmentation
501-10-130.41001 & benefits	Salary and Benefits	\$ 843,852	\$ 4,593	\$ 848,445
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Additional Amount Requested			<u>\$ 4,593</u>	

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

X	Personnel
	Equipment
	Contractual
	Supplies & Maintenance
	Capital
	Other
	Contract Carryover

If Personnel, place "X" in one box

	Existing Classification
	New Classification
X	Reclassification

Justification:

IT would like to promote and reclassify the Information Technology Technician to an Information Technology Analyst I. The Information Technology Department is requiring stronger demand in administration of critical network systems, cybersecurity systems, and application/software systems. The Information Technology Analyst I position is able to serve as a systems administrator as well as serve and assist in the maintenance of websites which will be necessary as the City moves to a hosted website service. Overall, this position will be able to continue with testing, troubleshooting, and assisting with computers, software, and upgrades and will also assist with administration of critical cybersecurity services that protect the City's computers and network. The budget for the entire FY 24/25 is \$9,185. However, effective date of this request is 1/1/2025, therefore, only \$4,593 is being requested for FY 24/25.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW

BUDGET AUGMENTATION REQUEST

Requesting Department: Police-Special Operations

General Ledger Account Number	General Ledger Account Description	Amended FY 24-25 Budget	Additional Amount Requested for FY 24-25	Total FY 24-25 Budget Amount With Augmentation
110-20-200.41100_019	Overtime FEMA/OES StrikeTeam Reimbursable	\$ -	\$ 10,000	\$ 10,000
110-20-200.34060	FEMA/OES Strike Team Reimbursement	\$ -	\$ 10,000	\$ 10,000
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Additional Amount Requested			<u>\$ -</u>	
<i>Include all ongoing maintenance costs, certifications, replacement costs, etc.</i>			NET = 0	

Place "X" in box(s)

- ☒ Personnel
- ☐ Equipment
- ☐ Contractual
- ☐ Supplies & Maintenance
- ☐ Capital
- ☐ Other
- ☐ Contract Carryover

If Personnel, place "X" in one box

- ☒ Existing Classification
- ☐ New Classification
- ☐ Reclassification

Justification:

Officers were sent to the Park Fire in Butte County as a Strike Team for Law Enforcement. Overtime is reimbursed, so the accounts will offset each other.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW
BUDGET AUGMENTATION REQUEST

Requesting Department: American Rescue Plan Act (ARPA)

General Ledger Account Number	General Ledger Account Description	Amended FY 24-25 Budget	Additional Amount Requested for FY 24-25	Total FY 24-25 Budget Amount With Augmentation
119-10-188.44030_000	Minor Equipment Miscellaneous	\$ -	\$ 350,000	\$ 350,000
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Total Additional Amount Requested

\$ 350,000

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

- ☐ Personnel
- ☐ Equipment
- ☐ Contractual
- ☒ Supplies & Maintenance
- ☐ Capital
- ☐ Other
- ☐ Contract Carryover

If Personnel, place "X" in one box

- ☐ Existing Classification
- ☐ New Classification
- ☐ Reclassification

Justification:

This item was approved at the 5/28/24 council meeting, per Resolution No. 2024-085, to fund the upgrade of the City's Emergency Operation Center (EOC), however, this was not included in the FY 24/25 budget, as it missed the budget workshop timelines. Therefore, this is a carryover of FY 23/24 but into FY 24/25.

CITY OF TURLOCK
Budget Augmentation Request Summary - First Quarter Review FY 24/25
NON GENERAL FUND
December 10, 2024

Funded by Streets						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Municipal Serv.-Streets	510-Gas Tax	217-Streets-Gas Tax	Other	Staff training for Class B Licensing	\$ 7,800	217-50-510.47095_000
TOTAL COST					\$ 7,800	

Funded by Housing						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Development Serv.-Housing	499-HOME-ARP	259-HOME-ARP	Contractual	RFP for HOME-ARP policies and procedures for NOFA	\$ 50,000	259-41-499.43060_000
TOTAL COST					\$ 50,000	

Funded by WQC-Sewer						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Municipal Serv.-Sewer	530-Operations	410-WQC	Personnel	Reclassify an Electrical/Mechanical Technician I to a II. Effective 1/1/25	\$ 2,417	410-51-530.various
TOTAL COST					\$ 2,417	

Funded by Transit						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Municipal Services	415-Transit	426-Transit	Personnel	Reclassify one Maintenance Worker II to a Maintenance Worker Senior. Effective 1/1/2025	\$ 1,923	426-40-415-238-001.various
TOTAL COST					\$ 1,923	

GRAND TOTAL \$ 62,140

CLEAN UP/CARRYOVER

Funded by Small Equipment Replacement						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Admin.-Cable Franchise PEG Fees	000-Non-Departmental	240-Small Equipment Replacement	Contractual	Carryover Item - Communications Plan approved 7/23/24, Reso No. 2024-119, however not included in FY 24/25 budget	\$ 49,875	240-00-000-203.43060_000
TOTAL COST					\$ 49,875	

Funded by Police Services Grants						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Police	255-348-Animal Services	266-Police Services Grants	REVENUE	Grant amendment increased	\$ (10,000)	266-20-255-348.35072
TOTAL COST					\$ (10,000)	

CLEAN UP/CARRYOVER (cont.)

Funded by Airport						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Municipal Services	125-Airport	401-Airport	Maintenance	Repairs to Airport hanger due to wind damage. Insurance proceeds to cover these costs received in FY 23/24.	\$ 51,877	401-10-125.43120_005
TOTAL COST					\$ 51,877	

Funded by Capital Improvements						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Municipal Services	520-Capital Improvements	301-Capital Improvements	Capital	Re-appropriate funds needed to complete the Columbia Pool project in FY 24/25, based on total project costs previously approved.	\$ 766,000	301-50-520.51300
TOTAL COST					\$ 766,000	

Funded by WQC-Sewer						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Municipal Serv.-Sewer	534-Capital	410-WQC	Capital	Complete Project #20-032 "Chemical System Upgrades", carried over from FY 23/24	\$ 86,000	410-51-534.51407
TOTAL COST					\$ 86,000	

Funded by Equipment Replacement						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Information Technology	000-Non-Departmental	506-Vehicle/Equip. Replacement-219 Information Technology	Equipment	Carryover of budget from FY 23/24 for purchase of vehicle for IT. Funds are available in fund balance for this purchase.	\$ 60,611	506-00-000-219.51020
Police	000-Non-Departmental	506-Vehicle/Equip. Replacement-213-Police	Equipment	Vehicles did not arrive in FY 23/24 as originally budgeted	\$ 950,000	506-00-000-213.51020
TOTAL COST					\$ 1,010,611	

SUMMARY

NON GENERAL FUND	Number of Staff		
Full Time	0	\$	-
Reclassification	2	\$	4,340
Other		\$	2,012,163
		\$	2,016,503

BUDGET AUGMENTATION REQUEST

[illegible]

\$ 7,800

Place "X" in box(s)

	Personnel
	Equipment
	Contractual
	Supplies & Maintenance
	Capital
X	Other
	Contract Carryover

If Personnel, place "X" in one box

	Existing Classification
	New Classification
	Reclassification

Justification:

The current job description for many maintenance worker positions requires the employee to obtain a Class B Driver's License within nine (9) months from date of hire. On February 7, 2022, the Department of Motor Vehicles (DMV) implemented federal Entry Level Driver Training (ELDT) requirements for commercial driver's license (CDL) applicants. ELDT must be conducted by a registered training provider listed on the Federal Training Provider Registry (TPR). This has effectively taken away the opportunity for in house training. The average cost for training is \$3500 per employee. The City also is required to provide training for the following certificates: Flagger Traffic Control – OSHA 1598-1599 and HAZMAT – First Responder Awareness within 12 months of hire.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW				
BUDGET AUGMENTATION REQUEST				
Requesting Department:		DSD - Housing		
General Ledger	General Ledger	Amended	Additional Amount	Total FY 24-25
Account Number	Account Description	FY 24-25 Budget	Requested for FY 24-25	Budget Amount With Augmentation

DSD - Housing

General Ledger

Account Description

Additional Amount

Requested for FY 24-25

Budget Amount

With Augmentation

1,014,095

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50,000

If Personnel, place "X" in one box

Personnel

Equipment

Contractual

Supplies & Maintenance

Capital

Other

Contract Carryover

Existing Classification

New Classification

Reclassification

Prepare an RFP to have HOME-ARP policies and procedures written to enable the Division to move forward with the HOME-ARP NOFA in order to spend down the allocation timely.

Prepare an RFP to have HOME-ARP policies and procedures written to enable the Division to move forward with the HOME-ARP NOFA in order to spend down the allocation timely.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW

BUDGET AUGMENTATION REQUEST

Requesting Department: Municipal Services-WQC

General Ledger Account Number	General Ledger Account Description	Amended FY 24-25 Budget	Additional Amount Requested for FY 24-25	Total FY 24-25 Budget Amount With Augmentation
410-51-530.41001 & benefits	Salary and Benefits	\$ 2,849,981	\$ 2,417	\$ 2,852,398
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Additional Amount Requested			<u>\$ 2,417</u>	

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

- ☒ Personnel
- ☐ Equipment
- ☐ Contractual
- ☐ Supplies & Maintenance
- ☐ Capital
- ☐ Other
- ☐ Contract Carryover

If Personnel, place "X" in one box

- ☐ Existing Classification
- ☐ New Classification
- ☒ Reclassification

Justification:

The department has a need for an additional Elec/Mech Tech II and have staff qualified to promote to this position. Staff have attained necessary certifications and are ready for increased responsibilities. This change also promotes staff retention and the increase of historical and institutional knowledge. The cost for this position for entire FY would be \$4,834, however, this request is effective 1/1/2025, therefore, only \$2,417 is being requested for FY 24/25.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW

BUDGET AUGMENTATION REQUEST

Requesting Department: Municipal Services-Transit

General Ledger Account Number	General Ledger Account Description	Amended FY 24-25 Budget	Additional Amount Requested for FY 24-25	Total FY 24-25 Budget Amount With Augmentation
426-40-415-238-001.41001 & benefits	Salary and Benefits	\$ 116,747	\$ 1,923	\$ 118,670
				\$ -
				\$ -
				\$ -
				\$ -
Total Additional Amount Requested			<u>\$ 1,923</u>	

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

☒	Personnel
☐	Equipment
☐	Contractual
☐	Supplies & Maintenance
☐	Capital
☐	Other
☐	Contract Carryover

If Personnel, place "X" in one box

☐	Existing Classification
☐	New Classification
☒	Reclassification

Justification:

Maintain two (2) maintenance workers at the Transit Center, but reclassify one (1) Maintenance Worker II to Sr. Maintenance Worker. This change is expected to provide multiple benefits to the City: (1) it provides for succession planning by providing advancement opportunities; (2) it provides an incentive that helps with retention of good employees; (3) it more accurately reflects the dynamic at the Transit Center, where one of the two maintenance workers serves in more of a lead role; and (4) sufficient transit grant funding exists to fund this change and is reflected in the draft TDA claim. The budget for the entire FY FY 24/25 is \$3,846, however, effective date of this request is 1/1/2025, therefore, only \$1,923 is being requested for FY 24/25.

In addition to the augmentation increase reflected above, there would be a corresponding decrease to 426-40-415-238-001.47450 "Contingencies - Operations" to maintain balance within the sub-program.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW				
BUDGET AUGMENTATION REQUEST				
Requesting Department:		Equipment Replacement-Cable Franchise PEG Fee		
General Ledger	General Ledger	Amended	Additional Amount	Total FY 24-25
Account Number	Account Description	FY 24-25 Budget	Requested for FY 24-25	Budget Amount With Augmentation

Equipment Replacement-Cable Franchise PEG Fee

With Augmentation

49,875

—

-

-

—

—

—

—

49,875

\$	49,875
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Contract Carryover

Carryover item-Communications plan was approved by Council on 7/23/24 (Resolution No. 2024-119), however, was not included in the FY 24/25 budget.

Carryover item-Communications plan was approved by Council on 7/23/24 (Resolution No. 2024-119), however, was not included in the FY 24/25 budget.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW

BUDGET AUGMENTATION REQUEST

Requesting Department: Police Services Grants-Animal Services

General Ledger Account Number	General Ledger Account Description	Amended FY 24-25 Budget	Additional Amount Requested for FY 24-25	Total FY 24-25 Budget Amount With Augmentation
266-20-255-348.35072	Cat and Kitten Spay-Neuter- Release Program Grant Revenue	\$ -	\$ 10,000	\$ 10,000
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Additional Amount Requested			<u>\$ 10,000</u>	
<i>Include all ongoing maintenance costs, certifications, replacement costs, etc.</i>			<u>REVENUE</u>	

Place "X" in box(s)

- ☐ Personnel
- ☐ Equipment
- ☐ Contractual
- ☐ Supplies & Maintenance
- ☐ Capital
- ☒ Other
- ☐ Contract Carryover

If Personnel, place "X" in one box

- ☐ Existing Classification
- ☐ New Classification
- ☐ Reclassification

Justification:

Grant revenue for FY 24/25 is projected based on grant amendment.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW

BUDGET AUGMENTATION REQUEST

Requesting Department: Airport

General Ledger Account Number	General Ledger Account Description	Amended FY 24-25 Budget	Additional Amount Requested for FY 24-25	Total FY 24-25 Budget Amount With Augmentation
401-10-125.43120_005	Building Maintenance Repairs		\$ 51,877	\$ 51,877
				\$ -
				\$ -
				\$ -
				\$ -
Total Additional Amount Requested			<u>\$ 51,877</u>	

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

- ☐ Personnel
- ☐ Equipment
- ☒ Contractual
- ☐ Supplies & Maintenance
- ☐ Capital
- ☐ Other
- ☐ Contract Carryover

If Personnel, place "X" in one box

- ☐ Existing Classification
- ☐ New Classification
- ☐ Reclassification

Justification:

Repairs were made to the Airport hanger due to wind damage in February of 2024. Insurance proceeds were received in FY 23/24 in the amount of \$52,856.55, which cover the cost of all repairs. The repairs were made in July 2025 (FY 24/25) and reimbursed to the Airport in July of 2025 (FY 24/25). Funds were not budgeted in FY 24/25 for this expense, therefore, this is a clean up item to budget funds expended.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW				
BUDGET AUGMENTATION REQUEST				
Requesting Department:		<u>Municipal Services-Capital Improvements</u>		
General Ledger	General Ledger	Amended	Additional Amount	Total FY 24-25
Account Number	Account Description	FY 24-25 Budget	Requested for FY 24-25	Budget Amount
				With Augmentation

[illegible]

Total Additional Amount Requested	\$ 766,000
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Place "X" in box(s)		If Personnel, place "X" in one box	
☐	Personnel	☐	Existing Classification
☐	Equipment	☐	New Classification
☐	Contractual	☐	Reclassification
☐	Supplies & Maintenance		
☒	Capital		
☐	Other		
☐	Contract Carryover		

The project re-appropriation approved by Council on 9/24/24 was incorrectly reduced by the TID grant revenue budgeted in the amount of \$197,264 as well as reduced by the July and August invoices for Bobo construction. Therefore, these funds need to be re-appropriated. There may be some cost savings in the Public Restroom Company budget, however, at this time this is unknown. Therefore, staff recommends allocating all funds originally approved for this project in case any unknown issues arise.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW				
BUDGET AUGMENTATION REQUEST				
Requesting Department:		Municipal Services-WQC		
General Ledger	General Ledger	Amended	Additional Amount	Total FY 24-25
Account Number	Account Description	FY 24-25 Budget	Requested for FY 24-25	Budget Amount With Augmentation

General Ledger Account Number	General Ledger Account Description	Amended FY 24-25 Budget	Additional Amount Requested for FY 24-25	Budget Amount With Augmentation
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410-51-534.51407	Replace Proj.	\$	405,000	\$	86,000	\$	491,000
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-

\$	86,000
----	--------

Include all ongoing maintenance costs, certifications, replacement costs, etc.

If Personnel, place "X" in one box

	Existing Classification
	New Classification
	Reclassification

Capital Project No. 20-032 "Chemical System Upgrades" is estimated to be complete and a Notice of Completion brought before council for approval in January 2025. Total estimated charges in FY 24-25 are estimated as follows:

\$435,000 = Construction contract (including all change orders)
\$ 46,000 = Construction management by Carollo Engineers
\$ 10,000 = City engineering services
\$491,000 = Estimated FY 24-25 cost

Capital Project No. 20-032 "Chemical System Upgrades" is estimated to be complete and a Notice of Completion brought before council for approval in January 2025. Total estimated charges in FY 24-25 are estimated as follows:

\$435,000 = Construction contract (including all change orders)

\$ 46,000 = Construction management by Carollo Engineers

\$ 10,000 = City engineering services

\$491,000 = Estimated FY 24-25 cost

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW				
BUDGET AUGMENTATION REQUEST				
Requesting Department:		Equipment Replacement-Information Technology		
General Ledger	General Ledger	Amended	Additional Amount	Total FY 24-25
Account Number	Account Description	FY 24-25 Budget	Requested for FY 24-25	Budget Amount With Augmentation

General Ledger	General Ledger	Amended	Additional Amount	Budget Amount
Account Number	Account Description	FY 24-25 Budget	Requested for FY 24-25	With Augmentation

Total Additional Amount Requested	\$ 60,611
--	------------------

Include all ongoing maintenance costs, certifications, replacement costs, etc.

	Existing Classification
	New Classification
	Reclassification

The purchase of an IT vehicle was budgeted in FY 23/24 with anticipation of purchasing this vehicle in May/June of 2024, however, the purchase was unable to be made by the end of FY 23/24. Therefore, staff is requesting this item be carried over from FY 23/24 into FY 24/25. Funds are available in fund balance for this purchase.

FISCAL YEAR 2024-25 - 1ST QUARTER REVIEW BUDGET AUGMENTATION REQUEST

Requesting Department: Vehicle/Equipment Replacement-Police

General Ledger Account Number	General Ledger Account Description	Amended FY 24-25 Budget	Additional Amount Requested for FY 24-25	Total FY 24-25 Budget Amount With Augmentation
506-00-000-213.51020	Equipment Replacement	\$ 1,240,000	\$ 950,000	\$ 2,190,000
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Additional Amount Requested			\$ 950,000	

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Place "X" in box(s)

	Personnel
X	Equipment
	Contractual
	Supplies & Maintenance
	Capital
	Other
	Contract Carryover

If Personnel, place "X" in one box

	Existing Classification
	New Classification
	Reclassification

Justification:

Equipment budgeted and projected to arrive in FY 23/24, however, did not arrive in FY 23/24. Therefore, this is carryover item to move budget to FY 24/25.

City Council Staff Report

December 10, 2024



From: Isaac Moreno, Finance Director
Prepared by: Isaac Moreno, Finance Director
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorize the City Manager to execute a Memorandum of Understanding between the City of Turlock and City of Turlock Departments to obligate State and Local Fiscal Recovery Funds (SLFRF)

2. DISCUSSION OF ISSUE:

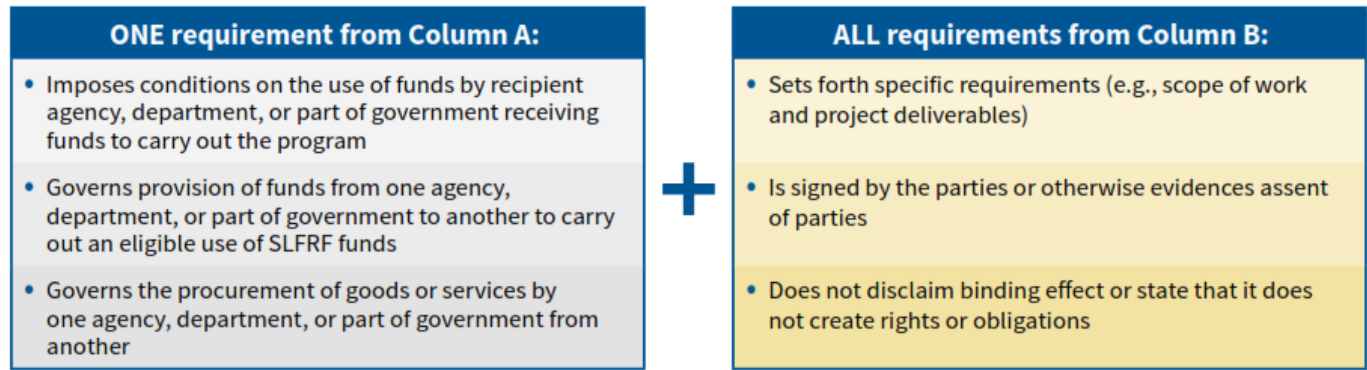
On January 30, 2020, the World Health Organization declared the COVID-19 outbreak a public health emergency of international concern. On March 17, 2020, the Director of Emergency Services for the City of Turlock proclaimed the existence of a local emergency in the City based on conditions or threatened conditions caused by COVID-19.

On March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

In contrast to the CARES Act which was intended to be used to meet relatively short-term needs, the ARPA funds are intended to provide fiscal relief over a broader timeline. The City of Turlock may use the funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as the awarded funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026.

The City of Turlock currently has an estimate of unobligated funds just under \$1.0 million dollars. Therefore, to secure these funds, the City must obligate them prior to December 31, 2024 and ensure that any currently obligated funds are not lost as well. The U.S. Department of the Treasury has developed guidance on how to complete this by utilizing an Interagency Agreement. Attachment 2 provides direction on how to complete this task. Attachment 3 is the current schedule of how State and Local Fiscal Recovery Funds (SLFRF) have been obligated to date.

The Interagency agreement was developed in the format of a Memorandum of Understanding (MOU). This is included as Attachment 4. To meet the conditions outlines by the U.S. Department of the Treasury and the SLFRF Final Rule, the following must be met:



The scope of work required for column B can be found in section two of the MOU. Any request from a Department to use these funds will require Council approval and this agreement does not create rights for the signatory Directors.

3. BASIS OF RECOMMENDATION:

The City of Turlock must obligate any State and Local Fiscal Recovery funds prior to December 31, 2024.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The City of Turlock currently has an estimate of unobligated funds just under \$1.0 million dollars. Therefore, to secure these funds, the City must obligate them prior to December 31, 2024 and ensure that any currently obligated funds are not lost as well.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

8. ALTERNATIVES:

No alternatives are recommended since this is a requirement of the U.S. Department of the Treasury and the SLFRF Final Rule.

9. ATTACHMENTS:

1. Draft Resolution for SLFRF MOU
2. Obligating SLFRF Funds Through an Interagency Agreement
3. SLFRF Obligations as of 12-3-2024
4. MOU Between City and Departments to Obligate SLFRF funds

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE	}	RESOLUTION NO. 2024-XXX
CITY MANAGER TO EXECUTE A	}	
MEMORANDUM OF UNDERSTANDING	}	
BETWEEN THE CITY OF TURLOCK AND	}	
THE CITY OF TURLOCK DEPARTMENTS	}	
TO OBLIGATE STATE AND LOCAL	}	
FISCAL RECOVERY FUNDS (SLFRF)	}	
	}	

WHEREAS, On March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, The City of Turlock may use the funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026; and

WHEREAS, The City of Turlock currently has an estimate of unobligated funds just under \$1.0 million dollars. Therefore, to secure these funds, the City must obligate them prior to December 31, 2024 and ensure that any currently obligated funds are not lost as well. The U.S. Department of the Treasury has developed guidance on how to complete this by utilizing an Interagency Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to execute a Memorandum of Understanding between the City of Turlock and the City of Turlock Departments to obligate State and Local Fiscal Recovery Funds (SLFRF).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2024, by the following vote:

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

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Obligating SLFRF Funds Through an Interagency Agreement

State, local, territorial and Tribal governments across the country are using State and Local Fiscal Recovery Funds (SLFRF) to mitigate the fiscal impacts of the pandemic and serve the needs of their communities.

Treasury has clarified that a recipient may enter into an **interagency agreement**, including a memorandum of understanding, between departments and agencies within a recipient's government and treat those funds as obligated for purposes of SLFRF if the interagency agreement meets certain conditions, as discussed below and pursuant to FAQ 17.6.

SLFRF recipients must **obligate all funds by the end of 2024**, and must **expend all funds by the end of 2026**.¹ Treasury published the additional guidance in Section 17 of the SLFRF FAQs to clarify how recipients can complete obligated projects in 2025 and 2026, using contracts or subawards or interagency agreements.

Recipients may wish to use funds for a variety of projects undertaken themselves:

- To carry out educational programs, such as payroll for teachers for a summer program to address learning loss related to the pandemic;
- To administer a workforce training program;
- To finance capital projects through a housing agency;
- To provide public safety services.

The interagency agreement must be in effect by December 31, 2024, and must meet these conditions:

ONE requirement from Column A:

- Imposes conditions on the use of funds by recipient agency, department, or part of government receiving funds to carry out the program
- Governs provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds
- Governs the procurement of goods or services by one agency, department, or part of government from another



ALL requirements from Column B:

- Sets forth specific requirements (e.g., scope of work and project deliverables)
- Is signed by the parties or otherwise evidences assent of parties
- Does not disclaim binding effect or state that it does not create rights or obligations

The interagency agreement must be reported to Treasury as described in the [Compliance and Reporting Guidance](#). A recipient can modify an existing interagency agreement before December 31, 2024 to ensure it meets the requirements described above and in FAQ 17.6. The agreement may also be between units of a Tribal government, as described in FAQ 17.23.

You can learn more about obligating SLFRF Funds through an interagency agreement by visiting our webpage, Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf> and see FAQs 17.6 and 17.23, or scan this QR code:



¹ For projects under the Surface Transportation and Title I eligible use categories, recipients must expend funds by September 30, 2026.

ARPA OBLIGATIONS										
Date of Council Action	Reso No.	General Ledger Account Number	Description	TOTAL COMMITTED	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27 to 12/31/26
9/28/2021	2021-185	119-10-188.43060_044	COVID-19 Case Mgmt Services	82,356	\$ 40,794	\$ 41,563				
10/18/2021	no reso #	110/119-10-112.41001	Reinstate Maintenance Worker I Effective 11/1/21 Dept 112 share is 45%=37,892; balance of 55% in 110-50-500 to be funded by GF	71,176	\$ 22,478	\$ 48,698	\$ -			
10/18/2021	no reso #	110/119-20-210.41001; 119-20-205 FY 23/24 and onward	Unfreeze one Records Technician effective 1/1/22	231,660	\$ 38,879	\$ 55,128	\$ 82,669	\$ 54,983		
10/18/2021	no reso #	110/119-20-210.41001	Unfreeze two Emergency Service Dispatchers effective 1/1/22	383,480	\$ 23,082	\$ 131,285	\$ 119,147	\$ 109,967		
10/18/2021	no reso #	119-10-188.51005_008	Broadband Infrastructure: <i>Modernization of broadband connection technology to improve connectivity of Fire Station systems for vital effective communication</i>	50,000	\$ 12,735	\$ 20,274		\$ 29,726		
10/18/2021	no reso #	110/119-50-500.41001	Unfreeze one Maintenance Worker I effective 11/1/21 to maintain landscaping at various City facilities 110-50-500	272,036	\$ 26,229	\$ 101,946	\$ 93,090	\$ 50,771		
10/18/2021	no reso #	110/119-60-600.41001	Unfreeze two Maintenance Worker I effective 11/1/21 for mowing crew 110-60-600	417,654	\$ 71,231	\$ 140,889	\$ 111,236	\$ 94,298		
10/18/2021	no reso #	501/119-10-130.41001	Unfreeze Office Assistant I effective 1/1/22 (approx. 60% expensed to GF)	60,709	\$ 3,843	\$ 56,866				
12/14/2021	2021-252	119-10-188.47188	RAD Cards	640,000	\$ 640,000					
1/25/2022	2022-017	119-10-188.43060_047	Business Development and Assistance Program	233,349	\$ 97,290	\$ 136,059				
4/12/2022	2022-066	119-10-188.48003_004	Columbia Pool	3,000,000		\$ 3,000,000				
4/12/2022	2022-067	119-10-188.47599	Refuse Rate Subsidization	4,690,065	\$ 196,571	\$ 860,174	\$ 917,428	\$ 1,126,907	\$ 890,015	\$ 307,976
5/24/2022	2022-097	119-10-118.51015_001	Cybersecurity Protection	374,269		\$ 272,408		\$ 101,861		
7/26/2022	2022-145	119-10-118.51015_001	Cybersecurity Protection	22,140				\$ 22,140		
5/24/2022	2022-099&100	119-10-188.43060_000	Legacy Health Endowment-Person-Centered Care Pilot Program	200,000		\$ 200,000				
10/11/2022	2022-203	119-10-188.43120_007	HVAC Unit Replacements	300,000		\$ 143,985	\$ 151,162			
11/15/2022	2022-210	119-10-188.43060_000	Portable Medical and Behavioral Health Care	450,000		\$ 262,500	\$ 187,500			
9/12/2023	2023-207	119-10-118-48003_004	Columbia Pool	805,000			\$ 805,000			
10/10/2023	2023-229	119-10-188.43060_000	Legacy Health Endowment-Person-Centered Care Program (second year)	400,000			\$ 300,000			
11/14/2023	2023-252	119-10-188.43060_000	Portable Medical and Behavioral Health Care	225,000			\$ 150,000			
1/23/2024	2024-003A	119-10-188-43052	City Mobile APP solution	53,700				17,900	17,900	
5/28/2024	2024-085	119-10-119.44030_000	Emergency Operations Center (EOC) upgrade	350,000				350,000		
6/25/2024	2024-106	119-10-188.43060_047	Pressert Marketing Contract	100,000				100,000		
6/25/2024	2024-106	119-10-188.43060_047	Business Development Program	325,000				325,000		
8/27/2024	2024-134	119-10-188.43060_000	Legacy Health Endowment-Person-Centered Care Program (third year)	400,000				\$ 400,000		
10/22/2024	2024-162	119-10-188.43060_000	Genesis Behavior Center-PRTMS	642,500				\$ 642,500		

TOTALS	\$ 14,780,094	1,173,132.41	5,471,773.12	2,917,232.08	\$ 3,426,053	\$ 907,915	\$ 307,976
		Actuals	Actuals	Actuals	Budget		
Total Received	\$ 15,753,190						
Available	973,096	14,580,057.59	9,108,284.47	6,191,052.39	2,764,999	1,857,084	1,549,108

MEMORANDUM OF UNDERSTANDING
REGARDING OBLIGATION OF SLFRF FUNDS

This Memorandum of Understanding Regarding Obligation of SLFRF Funds (“MOU”) is made and entered into by and between the City of Turlock (“City”) and the City of Turlock Departments (“Departments”) on December 10, 2024 (Effective Date).

WHEREAS, City is the recipient of State and Local Fiscal Recovery Funds (SLFRF) pursuant to the terms and conditions of the agreement entered into by the Department of the Treasury (“Treasury”) and the City, which incorporates the provisions of the 2022 final rule, the 2023 interim final rule, and the guidance that implements the SLFRF program; and

WHEREAS, City is authorized to provide funds to units and departments of City government, each a Department, selected to undertake and carry out projects under the SLFRF program in compliance with all applicable local, state, and federal laws, regulations and policies; and

WHEREAS, Treasury has clarified that a recipient may enter into an Interagency Agreement, including a Memorandum of Understanding, between City and its units or departments within recipient’s local government and treat those funds as obligated for purposes of SLFRF if the interagency agreement meets certain conditions, as discussed below and pursuant to FAQ 17.6; and

WHEREAS, each Department is prepared to provide goods or services to the City in order to mitigate the fiscal impacts of the COVID pandemic and to serve the needs of the local community (“Goods or Services”); and

WHEREAS, the City and each Department wish to enter into this MOU as an interagency agreement to secure the Goods or Services for the benefit of the local community.

NOW, THEREFORE, in consideration of the recitals and agreements contained herein City and each Department agree to the following terms and conditions:

1. Purpose. The SLFRF funds are available to provide emergency relief from natural disasters, build critical infrastructure, and support community development.
2. Scope of Work.
 - A. The City shall provide to the Departments the following:
 - a. Administration of the SLFRF funds received.
 - b. Report remaining obligated SLFRF as revenue loss utilizing the standard allowance amount and identify Scope of Work.
 - c. Ensuring SLFRF funds are used in accordance with all program requirements and its SLFRF agreement with Treasury
 - d. Provide such assistance, guidance, and support to each Department as may be required to insure all expenditures conform to U.S. Department of Treasury guidelines and to accomplish the objectives and conditions set forth in this MOU.
 - B. Each Department will provide in a satisfactory and proper manner as determined by the City the following tasks to accomplish the objectives of principally benefiting the community by carrying out eligible use of SLFRF funds (“Scope of Work”, “Project” or “Project Deliverables”). The

City and Departments will periodically meet to review the status of the Project and to demonstrate compliance with SLFRF requirements for the following:

- a. Public Safety
 - i. Vehicles and Equipment
 - ii. Facility repairs, improvements, additions
 - iii. Emergency Operations Center supplies and equipment
 - iv. Any other Public Safety services
- b. Information Technology
 - i. Cyber Security
 - ii. Emergency Operations Center supplies and equipment
- c. Municipal Services
 - i. Pedestrian path of travel repairs and improvements (sidewalks, trails, etc.)
 - ii. Sewer and/or Water infrastructure
 - iii. Facility repairs, improvements, additions
- d. Economic Development
 - i. Business assistance program

3. Conditions for Receipt of Funds. Together the matters listed in Section 2 are the “Principal Tasks”. SLFRF funds will be allocated or paid to Departments upon agreement to perform the Principal Tasks.

4. Other Matters.

- A. The effective date of this MOU will be the date the parties sign and complete execution of this MOU (“Effective Date”) and will be in effect for the time period during which the City remains in control of SLFRF funds and the Departments complete the Principal Tasks, provided however, all SLFRF funds must be obligated no later than December 31, 2024 and the Scope of Work must be completed no later than December 31, 2026.
- B. All procurement of Goods and Services and performance of the Scope of Work, Project or Project Deliverables shall follow any required city, state, and federal requirements for such procurement.
- C. Each party to this MOU shall have a representative which initially shall be the principals executing this MOU. Any party may change its representative upon providing written notice to the other parties.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties on the day and year first written above.

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

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

By: _____
Reagan M. Wilson, City Manager

By: _____
Jason Hedden, Police Chief

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Isaac Moreno, Finance Director

By: _____
Andrew Hunter, Deputy Fire Chief

Date: _____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

By: _____
Christopher Fisher, Municipal Services Director

Date: _____

ATTEST:

By: _____
Nichole Fiez, City Clerk

By: _____
Anthony Sims, Economic Development Director

Date: _____

City Council Staff Report

December 10, 2024



From: Andrew Hunter, Deputy Fire Chief
Prepared by: Kain Packwood, Fire Division Chief
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Authorizing Turlock Fire Department to apply for FEMA's Assistance to Firefighter Grant (AFG Grant). The application will request the funding of (5) five mechanical CPR Devices for a current projected cost of \$194,685.18. FEMA requires a 10% cost share; Turlock's share is currently estimated to be \$19,486.00

2. DISCUSSION OF ISSUE:

Approximately a decade ago, advancements in resuscitation science led to the development of High-Performance CPR (HPCPR) by the Resuscitation Academy in Seattle, WA. Locally, this approach was adopted as "Pit-Crew CPR", inspired by the rapid and coordinated teamwork of race car pit crews. This methodology relies on a structured, task-oriented approach, where each Emergency Medical Technician (EMT) has a specific role in delivering effective resuscitation care. This methodology is used for basic life support (BLS) care.

Two key components of High-Performance CPR are:

1. Work the Patient Where They Lay: Studies revealed that moving a patient during CPR compromises compression quality. New protocols mandate that patients remain in place until:

- Return of Spontaneous Circulation (ROSC) is achieved, or
- 30 to 45 minutes of CPR have been performed.

2. Rotating Rescuers Every Two Minutes: To address rescuer fatigue and maintain compression quality, the compression-performing rescuer is rotated every two minutes.

These techniques have demonstrated measurable success, significantly improving pre-hospital return of spontaneous circulation (ROSC) rates.

Implementing High-Performance CPR introduced significant operational demands:

· **Resource Allocation:** Each CPR call required a minimum of two engine companies (50% of Turlock's firefighting resources).

· **Time Commitment:** Crews were often engaged on-scene for up to an hour, reducing

availability for other emergencies.

This strain was not unique to Turlock. Fire agencies across Stanislaus County faced similar challenges due to the physical and resource-intensive nature of HPCPR. Recognizing the shared burden, local agencies pursued a collaborative initiative. Fire agencies, in coordination with the Local EMS Agency (LEMSA), then the Mountain Valley EMS Agency, requested the use of System Enhancement Funds to purchase mechanical CPR devices. The request was approved and all Fire Agencies in Stanislaus County were awarded LUCAS Devices for their front-line apparatus.

These devices aimed to:

- Maintain high-quality compressions consistently.
- Reduce the physical toll on rescuers.
- Optimize resource utilization by enabling smaller crews to deliver effective CPR.

The LUCAS Devices performed as intended, significantly improving overall CPR quality, reducing crew fatigue, and decreasing the number of rescuers required on scene. This allowed full engine companies to remain available for other calls. Additionally, these devices provided an unexpected benefit during the COVID-19 pandemic. By enabling the first-arriving engine company to manage cardiac arrests more efficiently, the devices drastically reduced rescuers' exposure to potential COVID-19 cases during resuscitative efforts.

Unfortunately, these devices are nearing their end of serviceable life. While their benefits cannot be overstated, their price reflects their performance. However, it is for this reason, that the Turlock Fire Department is seeking authorization to apply for the FEMA Assistance to Firefighter Grant (AFG).

Total Projected Costs

Devices and Accessories:

Cost: \$120,100

Includes five (5) LUCAS Mechanical CPR Devices and all associated accessories.

Service Plan:

Cost: \$62,265

Covers a seven (7) year service plan in addition to the standard one (1) year warranty, providing a total service life of eight (8) years.

Sales Tax and Shipping:

Cost: \$12,320

Total Projected Cost:

Cost: \$194,686

City of Turlock – Fire Department Project Cost Share

Cost: \$19,469

The Turlock Fire Department has identified that the projected cost sharing total is available in GL# 240 Small Equipment Replacement.

3. BASIS OF RECOMMENDATION:

The LUCAS Devices have significantly improved overall CPR quality, reduced crew fatigue, and decreased the number of rescuers required on scene. Given their proven effectiveness, these devices have become an essential tool that will henceforth be carried on all frontline apparatus. This grant opportunity enables us to procure these devices at minimal cost while achieving maximum operational and safety benefits.

Approval of this item only grants permission for Turlock Fire Department to apply for the grant. If awarded, Turlock Fire Department will bring the item before Council for approval to accept.

4. FISCAL IMPACT / BUDGET AMENDMENT:

If Turlock Fire Department was awarded the AFG grant and accepted it, the cost to the city would be the 10% matching funds or \$19,469.00. A funding source will be proposed at the time of award.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

8. ALTERNATIVES:

Council may choose to not authorize Turlock Fire to apply for this grant opportunity. This is not recommended as replacement of these devices will otherwise have a significant fiscal impact.

9. ATTACHMENTS:

1. LUCAS Quote



LUCAS AFG

Quote Number:11026171

Version:1

Prepared For:TURLOCK FIRE DEPT

Attn:

Remit to:Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep:Kevin Cuneo

Email:kevin.cuneo@stryker.com

Phone Number:

Quote Date:11/22/2024

Expiration Date:02/20/2025

Contract Start:11/22/2024

Contract End:11/21/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	TURLOCK FIRE DEPT	Name:	TURLOCK FIRE DEPT	Name:	TURLOCK FIRE DEPT
Account #:	20107707	Account #:	20107707	Account #:	20107707
Address:	244 N BROADWAY	Address:	244 N BROADWAY	Address:	244 N BROADWAY
	TURLOCK		TURLOCK		TURLOCK
	California 95380-4737		California 95380-4737		California 95380-4737

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	5	\$20,716.00	\$103,580.00
2.0	11576-000071	LUCAS External Power Supply	5	\$509.00	\$2,545.00
3.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	10	\$957.00	\$9,570.00
4.0	11576-000048	LUCAS 12V-24V DC Car Cable	5	\$196.00	\$980.00
5.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	5	\$685.00	\$3,425.00
Equipment Total:					\$120,100.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
6.1	LUCAS-FLD-PROCARE	LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device 11/23/2024 - 11/22/2031 ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	5	\$12,453.00	\$62,265.00
ProCare Total:					\$62,265.00



LUCAS AFG

Quote Number: 11026171

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1
Prepared For: TURLOCK FIRE DEPT
Attn:

Rep: Kevin Cuneo
Email: kevin.cuneo@stryker.com
Phone Number:

Quote Date: 11/22/2024
Expiration Date: 02/20/2025
Contract Start: 11/22/2024
Contract End: 11/21/2025

Price Totals:

Estimated Sales Tax (8.630%):	\$10,364.63
Freight/Shipping:	\$1,955.55
Grand Total:	\$194,685.18

Prices: In effect for 30 days
Terms: Net 30 Days

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

LUCAS® 3

Chest Compression System, version 3.1

Data Sheet

Setting the standard for mechanical CPR

We continue to innovate the LUCAS platform with Wi-Fi® connection to the LIFENET® System and integration into CODE-STAT™ Data Review Software.* The LUCAS 3, v3.1, allows for tailored rates to meet your protocols, alerts configured to improve compliance, Post-Event Reports to your inbox, and asset notifications by e-mail.



Device configuration via the LIFENET System

Wirelessly set device presets to align with your protocols

- Adjustable rate: 102, 111, 120 $\pm$ 2 compressions per minute – fixed or variable during operation
- Adjustable depth: 45 to 53 $\pm$ 2mm – fixed during operation
- Audible CPR timer: 1-15 minutes (in 1 minute increments)
- Adjustable ventilation alerts, pause length and count
- Auto-lowering of the piston (AutoFit or QuickFit)
- Pressure pad release to allow for chest rise during ventilation

Post-Event reporting

- Receive device Post-Event Report (PDF) via e-mail after device check-in over Wi-Fi
- Transmit reports wirelessly to any predetermined e-mail addresses (configurable in LIFENET)
- Integration with CODE-STAT 11

Asset management via LIFENET

- Asset dashboard for fleet status at latest device check-in
- Notifications of expiring and expired LUCAS batteries
- Notifications of upcoming or missed service

Widely used mechanical CPR device

- Over 15 years of experience, over 30,000 devices deployed, and 200+ publications**
- Unique device design: piston with suction cup designed to stabilize the compression point and follow the chest
- Used in the field all the way into the cardiac cath lab

Evaluated and documented clinical use, quick and easy

- Highest level of evidence showing equivalent safety and efficacy to high-quality manual CPR¹
- Simple 1-2-3 step user interface
- Quick: A median 7 sec. interruption at transition from manual to mechanical CPR in clinical use²

Proven to perform. Reliably.¹

- Easy to maintain and own
- Compact and lightweight
- >99% operational reliability in clinical use¹

*LUCAS 3, v 3.1, LIFENET and CODE-STAT are available in major markets. For details on local regulatory status, availability and data connectivity, please contact your local Stryker sales representative.

**As of January 2020

Specifications

Device and Therapy

Type of chest compression

- Piston with suction cup designed to stabilize the compression point
- Factory default settings consistent with AHA and ERC Guidelines 2015

Compression rate

- Configurable to 102 – 111 – 120 compressions per minute, fixed, or variable during use
- Factory default setting: 102 ± 2 compressions per minute

Compression depth

- Configurable to a fixed value between 45 to 53 ± 2 mm
- Factory default setting: 53 ± 2 mm for nominal patients
Note: 40 to 53 mm for chest height < 185 mm

Pressure pad during ventilation

- To allow for chest rise during ventilation the pressure pad can be configured to move up 10 mm above start position during pauses or during continuous compressions
- Factory default setting: pressure pad remains in start position

Compression duty cycle: 50 ± 5%

Compression modes (operator selectable)

- ACTIVE 30:2 mode: 30:2 (factory default setting) or 50:2 (setup option) compression to ventilation ratio
- ACTIVE Continuous mode

Ventilation alerts

- ACTIVE 30:2 mode: LED blinks and audible alert signals before ventilation pause
- ACTIVE Continuous mode: LED blink. Configurable to 6 to 10 alerts per minute (factory default setting: 10 alerts per minute). Audible alert configurable ON/OFF (factory default setting: OFF)

Ventilation pause duration

- ACTIVE 30:2 mode: configurable to 3 to 5 sec. (factory default setting: 3 sec.)
- ACTIVE Continuous mode: configurable to 0.3 to 1.5 sec. (factory default setting: 0.3 sec.)

Device and Therapy (cont.)

Suction cup start position

- Configurable:
 - QuickFit (factory default setting): Manual lowering of the suction cup. Automatic fine-tuning will occur when locking the start position
 - AutoFit: Automatic lowering of the suction cup from its upper position down to the chest
 - Manual: Manual lowering of the suction cup to the chest. No automatic fine-tuning will occur when locking the start position

Suction cup in ADJUST mode: The device can be setup so that the suction cup automatically returns up from the chest when the operator pushes the ADJUST key coming from PAUSE or ACTIVE (30:2 or Continuous) modes (factory default setting: OFF)

Audible timers

- 1 to 15 minutes, in 1 minute increments (factory default setting: OFF)
- The timer can be setup as either CPR Timer or Continuous Timer
 - CPR Timer: the device only measures the time in uninterrupted ACTIVE (30:2 or Continuous) modes
 - Continuous Timer: the device measures the time continuously, independent of what mode the device is in

Safety system controls

- Automatic self-test at each Power ON
- Advanced control of delivered compression depth, rate and duty cycle, with safety alarm
- Soft Start at beginning of compressions
- Automatic adjustment of compression force to reach the set compression depth in individual chests

Patients eligible for treatment

- 17.0 to 30.3 cm chest height
- 44.9 cm chest width
- No patient weight limitation

Device post-event data and connectivity

Connectivity

- Wireless connectivity: Device can communicate via Bluetooth™ (factory default setting ON) and connect to configured Wi-Fi networks to receive and transmit data when not in clinical use.
- Local Bluetooth connection for setting up local Wi-Fi network, and for Post-Event Report generation and software updates (if Wi-Fi cannot be used)
- Ability to disable Bluetooth and/or Wi-Fi

Wi-Fi and LIFENET capabilities

- Manual or automatic data transmission (configurable): push the TRANSMIT key in range of known network (factory default setting), or setup option for automatic data transmission whenever the device is off, charging and in range of known network
- Setup options: Device functionality can be configured with setup options via secure, online platform (LIFENET) and be transmitted to the device wirelessly. A single setup profile can be applied to entire fleet or individual setup options for each device
- Post-Event Reports: Device can transmit Post-Event Reports (PDF) wirelessly and send to any predetermined e-mail addresses.
- Device readiness status: Device can transmit device readiness and battery notifications wirelessly to any predetermined e-mail addresses

Post-Event Report contents: Easy to read Post-Event Report (PDF) showing:

- Summary of device use: compression time, ratio, rate, count, number of pauses > 10 sec. and duration of longest compression pause
- Visual timeline showing device compressions, rate and pauses
- Event log showing user interactions, battery alerts and alarms
- Full display of device setup for quick reference
- Comprehensive post-event review in CODE-STAT 11 Data Review Software (optional)

Device post-event data and connectivity (cont.)

Device readiness data: Configurable in LIFENET to send e-mail notifications on latest device check-in status including:

- Battery nearing expiration
- Battery expired
- Failed device self-test

Reporting software over Bluetooth

- Report Generator software (DTX, included with device purchase for download online) with ability to download, print, save and share device reports of each use (PDF format)
- The Report Generator (DTX) can be downloaded on a pc with Windows® 7, 8.1 or 10

Device data storage: 4GB (estimated to store more than two uses per day over the lifetime of the device, 8 years)

Device physical specifications

Device dimensions when assembled (HxWxD): 56 x 52 x 24 cm

Device dimensions while stored in carrying case (HxWxD): 58 x 33 x 26 cm

Battery dimensions (HxWxD): 13.0 × 8.8 × 5.7 cm

Weight of the device with Battery (no straps): 8.0 kg

Battery weight: 0.6 kg

Back plate: Thin and lightweight back plate (15mm and 1.1 kg)

Device environmental specifications

Operating temperature

- +0°C to +40°C
- -20°C for 1 hour after storage at room temperature

Storage temperature: -20°C to +70°C

Relative humidity: 5% to 98%, non-condensing

Device IP classification (IEC60529): IP43

Operating input voltage: 12-28 V DC

Atmospheric pressure: 62-107 kPa -382 to 4000 m

Power specifications

Power source: Proprietary battery alone or with external power supply or car power cable

Power supply input: 100-240VAC, 50/60Hz, 2.3A, Class II

Power supply output: 24VDC, 4.2A

Car power cable: 12-28VDC/0-10A

Battery type: Rechargeable Lithium-ion Polymer (LiPo)

Battery capacity: 3300 mAh (typical), 86 Wh

Battery voltage (nominal): 25.9 V

Battery run time (nominal patient): Battery run time 45 minutes (typical) Extended run time connecting to external power supply

Power specifications (cont.)

Maximum Battery charge time:

Charged in the device using external power supply:

- Less than two hours at room temperature (+22°C)

Charged in the external battery charger:

- Less than four hours at room temperature (+22°C)

Battery service life (interval for recommended replacement)

- Recommendation to replace the battery every 3 to 4 years or after 200 uses (of more than 10 minutes each time)
- End of Battery service life will be indicated by a constant yellow LED to the far right on the Battery charge indicator

Battery IP classification (IEC60529): IP44

Battery charge temperature

- +0°C to +40°C
- (+20°C to +25°C preferred)

Battery storage temperature

- -20°C to +40°C
- +41°C to +70°C ambient for less than a month

References

1. Rubertsson S, Lindgren E, Smekal D, et al. Mechanical chest compressions and simultaneous defibrillation vs conventional cardiopulmonary resuscitation in out-of-hospital cardiac arrest. The LINC randomized trial. *JAMA*. 2013;311(1):53-61.
2. Levy M, Yost D, Walker R, et al. A quality improvement initiative to optimize use of a mechanical chest compression device within a high-performance CPR approach to out-of-hospital cardiac arrest. *Resuscitation*. 2015;92:32-37.

For further information, please contact your Stryker representative or visit our website at strykeremergencycare.com

Emergency Care

This document is intended solely for the use of healthcare professionals. A healthcare professional must always rely on his or her own professional clinical judgment when deciding whether to use a particular product when treating a particular patient. Stryker does not dispense medical advice and recommends that healthcare professionals be trained in the use of any particular product before using it.

The information presented is intended to demonstrate Stryker's product offerings. A healthcare professional must always refer to operating instructions for complete directions for use indications, contraindications, warnings, cautions, and potential adverse events, before using any of Stryker's products. Products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Specifications subject to change without notice. The products depicted are CE marked in accordance with applicable EU Regulations and Directives.

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04/2020

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MONTHLY CITY MANAGER'S REPORT

November 2024

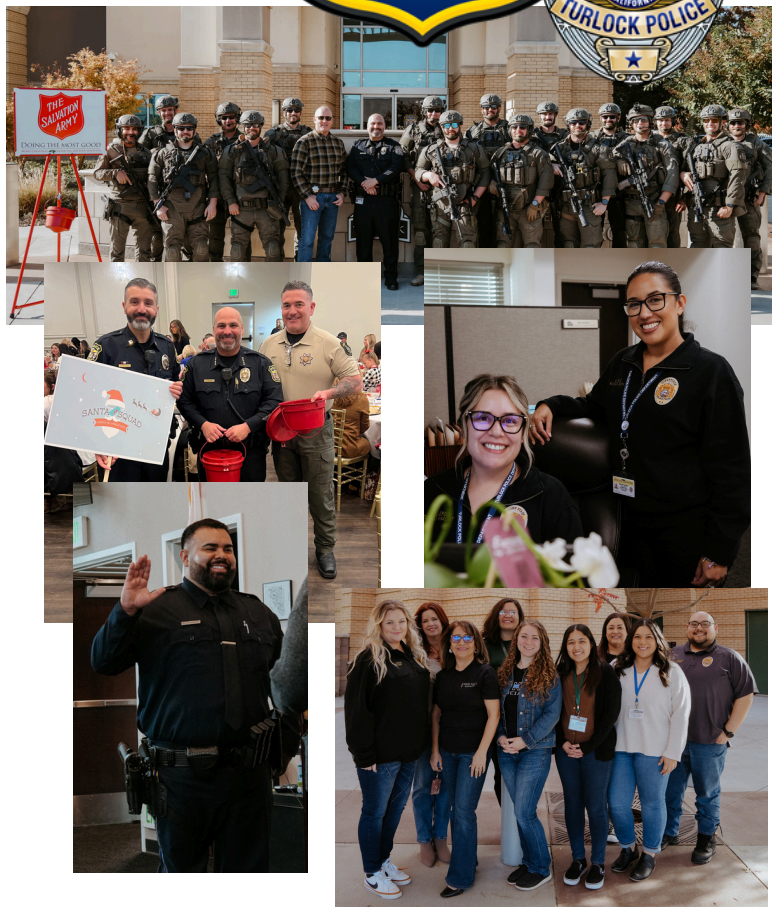


ADMINISTRATION

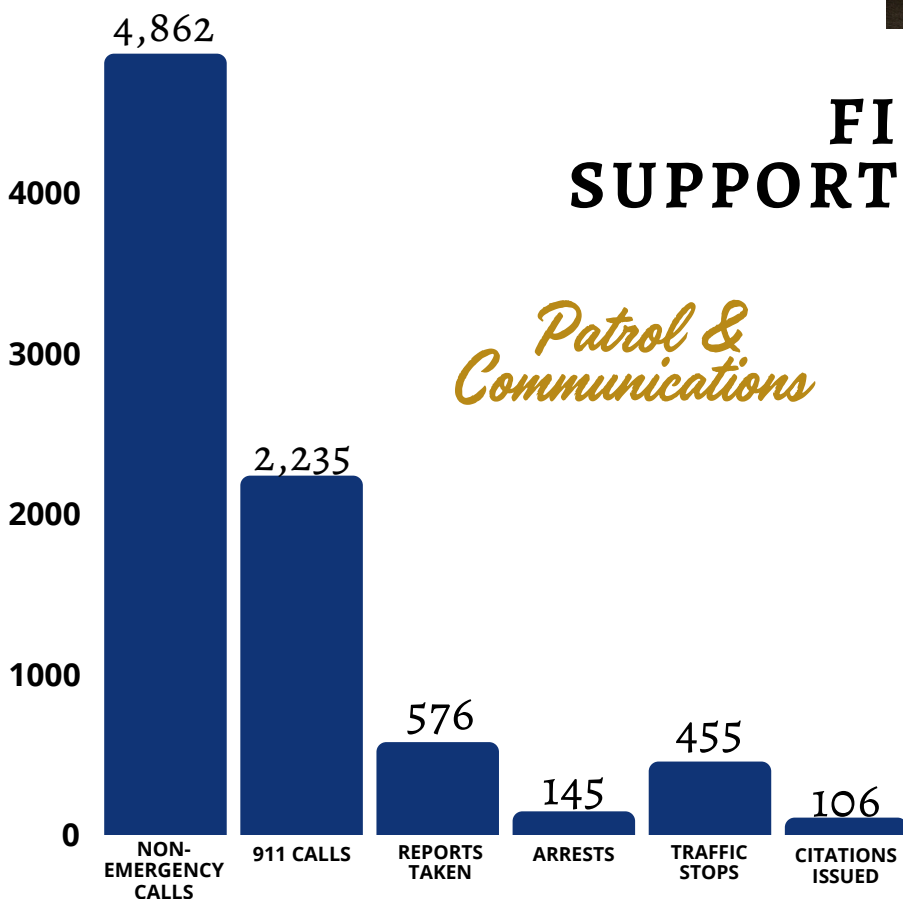
- On **November 1st**, Chief Hedden teamed up with Sheriff Dirkse to ring in some holiday cheer for the Salvation Army Kettle Kick-Off. Every dollar raised, helps local families have a brighter holiday season and supports our community year-round.
- During the week of **November 11-15**, the Turlock Police Department recognized and appreciated the hard work of our Records Unit and Business Unit during National Law Enforcement Records and Support Personnel Appreciation Week.
- On **November 25th**, Turlock Police Department swore in their newest police officer, Officer Eric Gallegos! Eric comes with a decade of experience from Ceres PD.

UPCOMING:

Operation Blue Santa
2025 Community Academy



FIELD & SUPPORT OPERATIONS

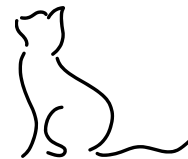


Patrol & Communications

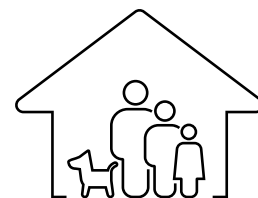
Animal Services



35 DOGS SEIZED



33 CATS SEIZED



53 ANIMALS ADOPTED/RETURNED TO OWNER/TRANSPORTED TO RESCUE.

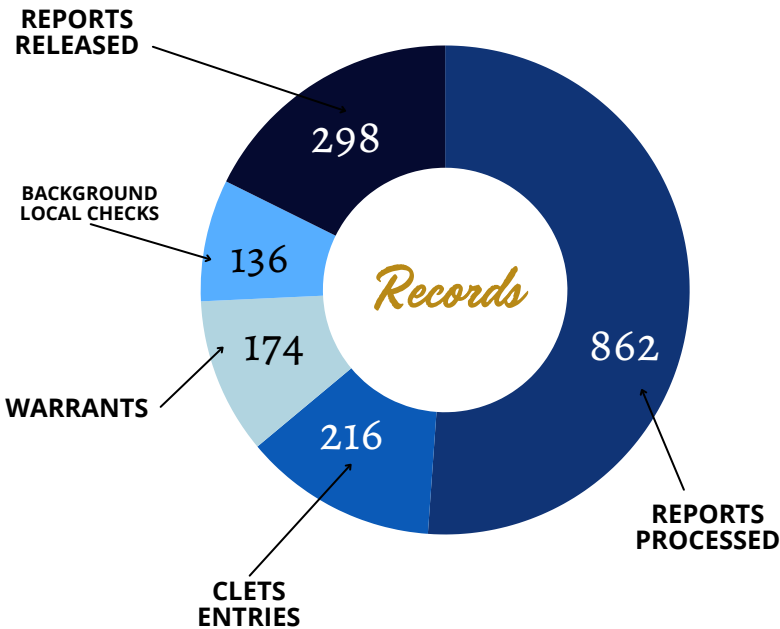
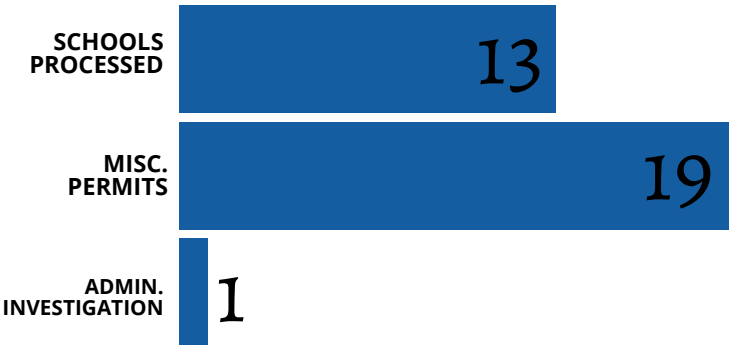
MONTHLY CITY MANAGER'S REPORT

November 2024

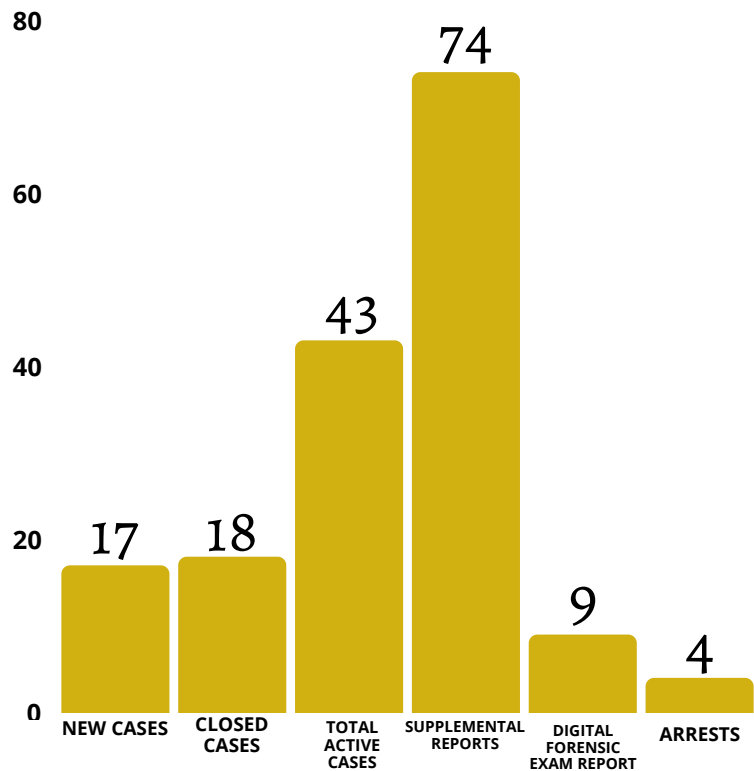


SPECIAL OPERATIONS

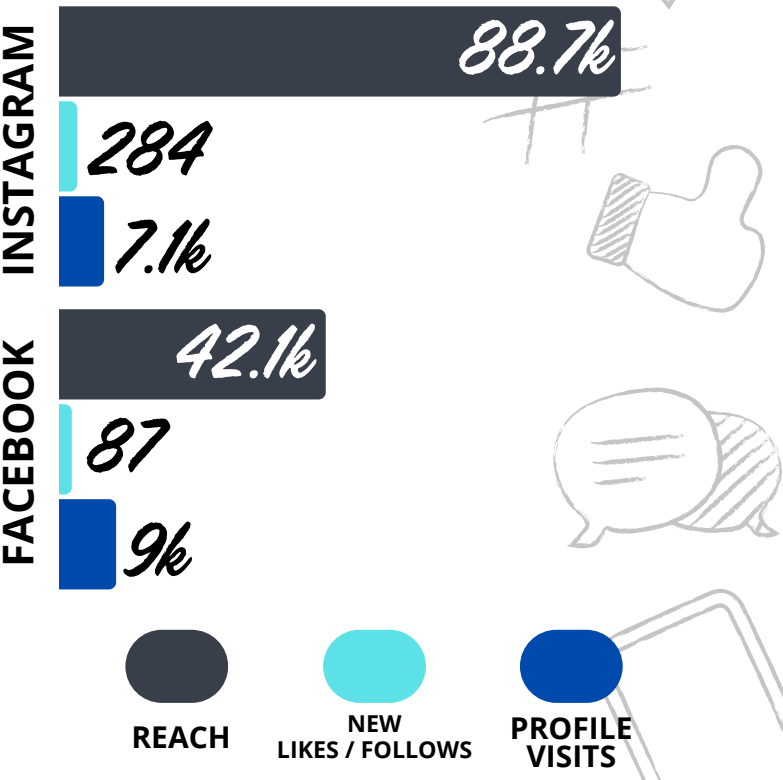
Professional Standards



Detectives



Social Media



Police Department

Current Project List



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
LPR Project	Special Operations	09/2022	Completed	Cameras are installed and providing data
LPR Expansion	Special Operations	06/2024	07/2025	Several bids obtained, working with the Chief's Office and CM for direction.
Sideshow Ordinance	Special Operations	1/1/23	Completed	Ordinance adopted in February of 2023
Axon Interview Rooms	Special Operations	7/1/22	Completed	Cameras Installed
Leeds Property Search Software	Special Operations	07/2023	Completed	Program Running
Fusus Real Time Crime Software	Special Operations	08/2023	Ongoing	9 Businesses are operational and several more in queue. CAD & BWC are operational. Training being set up. LPR system being integrated. Policy is completed.
Rapid DNA Agreement	Special Operations	08/2023	Completed	Project determined if any needs arise, they can be completed by the Sheriff's Department.
Firearms Replacement	Special Operations	07/2023	Completed	Training and Transition Completed.
Clearview A.I. Recognition Software	Special Operations	07/2023	Completed	Software has been purchased. Policy has been issued
Surveillance Camera Enhancements	Special Operations	07/2023	Completed	Equipment received & running.
New Ripa Reporting Requirements Implemented	Special Operations	03/2023	Completed	Testing phase completed. Onboarding completed. Go live date of 1-1-24
Investigations Unit Analyst	Special Operations	11/2023	Completed	Create New Position to assist with technology based Investigative support
New Camera Purchases	Special Operations	7/1/23	Completed	Purchase newly funded cameras to assist Investigations
Enhanced Property Room Monitoring	Special Operations	7/1/23	Completed	Install Monitoring System for refrigeration system in Property and Evidence
Lenco Rescue Vehicle	Special Operations	8/2023	07/2025	Funding identified and vehicle has been ordered. Currently in production.
Backlot Marking/stripping	Special Operations	11/2023	Completed	Stripes and numbing redesigned and repainted.
Onboarding New Street Crimes Unit	Special Operations	12/2023	02/2025	Job flyer posted, recruitment pending.
Analyst Notebook Software	Special Operations	07/2024	Completed	Purchased and Installed
Ticket Writer – Crossroads	Field Operations	04/2023	03/2024	Project completed.
Reserve Program / Police Officer Extra Help – Part-time	Field Operations	04/2023	02/2025	Job description written and sent to HR for final review. Now sent to legal for final approval. Still waiting on final approval from Legal. Newest update is we are working on bringing on retirees via a council item due to there being a specific need.

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
UAS Program – Drone Vehicle Purchase and Outfitting	Field Operations	08/2023	10/2024	Currently beginning the sourcing of the drone vehicle and its associated equipment. PO sent to the dealership. We will be purchasing a Ford transit van.
Social Host Ordinance	Field Operations	N/A	Completed	Project completed.
Radio Encryption	Field Operations	02/2023	07/2024	Final quote received. Discussion to be had on if we should move forward.
Department Wide Fleet Purchases	Field Operations	06/2023	On-going	Purchasing of patrol and unmarked vehicles. Also responsible for outfitting all new vehicle with equipment. Purchased four patrol Durangos, one Durango for detectives, two Ford F150's and one Silverado. The Durango for detectives and Silverado for Code Enforcement have arrived. The Durango has been outfitted. Will be working on outfitting the Silverado next.
Animal Control Rescue Coordinator Recruitment and Appointment	Field Operations	06/2023	Completed 10/2023	Completed – Candidate was hired 10/2023.
Community Academy	Field Operations	10/2024	04/2025	Topics of discussion have been approved. We will begin recruiting for this around the beginning of November 2024. On track and social media posts will be pushed out shortly to advertise it.
Transit Patrol – TPD Code Enforcement Officer Allocation	Field Operations	03/2023	06/2023	Completed. Code Enforcement Officer has been allocated to work for transit related calls for service at 20 hours per week.
Drug Prevention/Education-Marijuana	Field Operations	09/2022	On-going	TPD staff is actively working with Public Works/Recreation staff to keep this program running.
Animal Control Officer -Recruitment and Appointment	Field Operations	06/2023	Completed	Completed – New ACO was appointed 09/2023.
TUSD Safety Plans	Field Operations	06/2023	12/2023	TPD staff is collaborating with TUSD staff to complete this project and mapping of the schools. Safety plan has been received from TUSD. This has been completed.
Blue Santa	Field Operations	11/2024	12/2024	Program is in full implantation and is going well. Donation letters have been reviewed and are ready to be sent out.
Weekly Homeless Encampment Cleanups	Field Operations	N/A	On-going	This project is on-going and is conducted on a weekly basis.
Military Use Policy	Field Operations	N/A	03/2024	Completed. Maintain data tracking. The plan is to bring the Annual Report to council in March of 2024. Annual Report is set to be presented at City Council on March 12, 2024.
TPD Job Fair	Field Operations	04/2023	Completed 06/2023	Completed. Hosted a job fair to recruit for various positions throughout the department.
SWAT Vest & Equipment Replacement	Field Operations	07/2023	12/2023	This went out for RFQ. Received winning bid. Safe is working with finance to ensure this purchase is successful. This has been completed.

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
TPD Recruitment Efforts	Field Operations	N/A	On-going	TPD recruitment team is working together to ensure we are attending academy and recruitment events that will increase our applicant pull.
Office of Traffic Safety Grant	Field Operations	10/2022	09/2024	Purchase of new DUI Enforcement Trailer and equipment. Purchasing will begin on 10/1/23.
Training Manual Update – CSO's & Cadets	Field Operations	07/2023	Completed 09/2023	Updating training manual for CSO's and Cadets. These both have been completed.
Probationary Training – Officers	Field Operations	07/2023	On-going	Putting together outline to provide more training to officers who are on probation. This is to assist with growth among those officers.
Revision of Sergeant Training Guide	Field Operations	07/2023	12/2024	Working on updating the sergeant's training guide. This is in its final review phase.
TPD K9 – City Website Update	Field Operations	08/2023	11/2023	Completed. New language written and approved, editing photos.
Blood Borne Pathogens Control Plan – Update	Field Operations	06/2023	On-going	Document was updated and sent to Risk Management. Awaiting response.
Conduct Comprehensive Beat Assessment	Field Operations	05/2023	03/2024	Completed. Stats are gathered for the call volumes for each beat. Will be meeting with TPD staff to review information and determine course of action. This meeting with staff has been set for 12/04/23. This has been completed with final implementation being on 3/06/24.
TUSD Knox Box	Field Operations	06/2023	05/2024	Completed. Updating the location / access to the Knox box locations at all the schools to ensure they are easily accessible to PD. PD is working with TUSD staff to do an assessment.
CHAT Team Unit	Field Operations	11/2023	10/2024	Staff is working with county representatives to obtain funding to create a new CHAT Team, similar to what MPD is currently deploying. Staff is working toward obtaining a 3.5 million grant to hire a total of new 5 staff members to fill this unit. One supervisor and four staff members. Presentation to county representatives is set for 3/26/24 to determine if the funding is going to be approved. Initial approval obtained. Writing on final approval from the county board.
TAPO Call-Back Clarification	Field Operations	03/2024	01/2025	A need came up to clarify the call-back hours for TAPO members. Specifically, the number of hours the employee needs to work, if the employee could be sent home, and the need of the employee to burn their own time. Additionally, the desire for all divisions to treat their employees equally. We are working with legal and HR on this and are working on the final MOU side letter language.

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Cadet Training Program	Field Operations	10/2024	11/2024	Working with Support Operations to assist with the training some of the newly hired patrol cadets. These cadets will be trained by Field OPS staff to assist them with growth by being more patrol based. This will help with their transition to becoming a police officer.
Transit – Officer Overtime Request	Field Operations	08/2024	02/2025	PD was asked by Transit when they could expect an officer being formally assigned to them. It was expressed that this request would still take some time to fulfill as staffing continues to grow and there are other needs within the city. A suggestion was given that we could post this on an overtime basis. Transit was open to this and it appears funding is there to support it. PD is waiting on Transit to see if they would like to move forward with this.
IQ Search	Support Operations	02/2023	Completed 08/2024	Program is installed and in use. Trouble shooting issues with Central Square.
CAD Upgrade	Support Operations	04/2021	Pending Vendor	Last update complete. Working to upgrade to 23.1 which was released in December 2023 once mobile upgrade is complete.
Mobile UX Configuration	Support Operations	01/2024	On-going	Configuration completed, but waiting for IT to address issues with pushing out the upgrade
Next Gen 9-1-1	Support Operations	08/2019	On-going	Currently viewing Demos of products to determine the best option for our region and system.
DOJ Audit	Support Operations	06/2023	Completed 12/2023	Complete
NIBRS Project and Certification	Support Operations	May 2022	Complete 9/21/23	Certificate received
Records Retention Purge	Support Operations	08/2023	12/2024	The Records division has a 5-year backlog of retention that they are beginning to purge per the retention policy.
Citizen Reporting Module	Support Operations	06/2023	12/2024	Waiting for update on where TPD is in the que for vendor. IT and Records working with Central Square to build program
Non-Sworn Uniform Policy Update	Support Operations	01/2023	Completed 09/2023	Policy Approved
Cadet Program Expansion	Support Operations	07/2023	On-going	Increasing program by 4 Cadets to begin a recruitment effort for PO Trainees
JAG Grant	Support Operations	08/2023	09/2024	Application accepted by JAG. Council approved and grant signed.
Officer Wellness Grant	Support Operations	07/2023	10/2025	Pending Project expenditure. Reporting annually until 2025.
ABC-OTS Grant	Support Operations	09/2023	Completed 08/2024	Application approved. Council Approved.
Vehicle Outfitting RFP	Support Operations	01/2024	Completed 08/2024	Fleet Division is to begin outfitting PD vehicles August 2024.
Radio Maintenance Agreement	Support Operations	10/2023	Completed 9/10/24	Motorola Agreement approved at council 9/10/24

DEVELOPMENT SERVICES DEPARTMENT

November 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

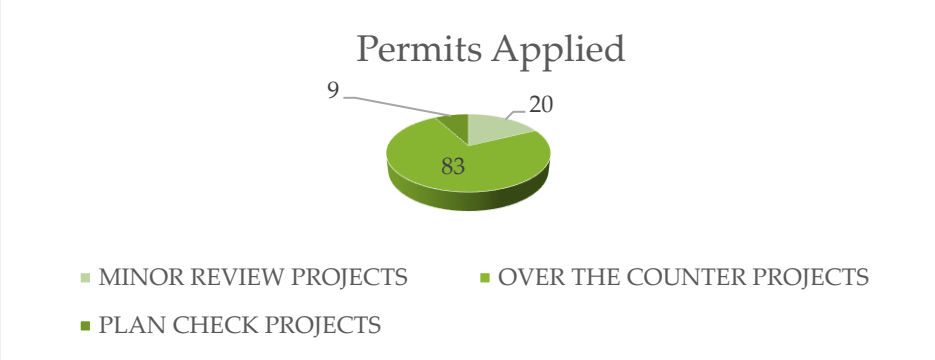
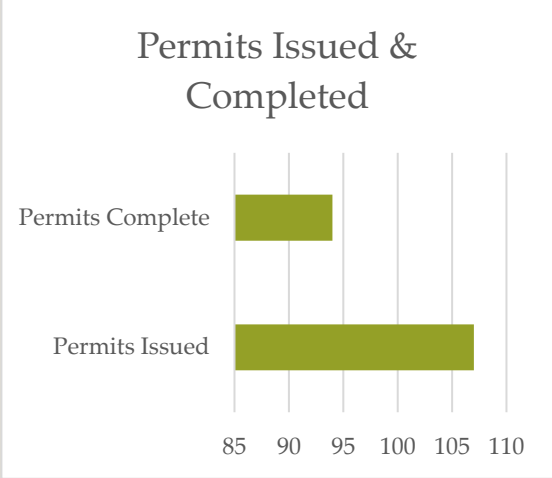




November 2024 - Update

Building Stats

- Projects in active review - 22
- Projects waiting for customer response - 71
- Inspections for Oct – 400



HOUSING DIVISION UPDATE



1 owner-occupied rehabilitation was completed.



The Division is making progress on its list of owner-occupied rehabs for Turlock residents. Ten individuals have been notified, with three intakes already completed and appointments being scheduled.



Monitoring for the Public Service Grants for Fiscal Year 2023-2024 has been successfully completed for all seven subrecipients who were awarded funds

HOUSING DIVISION FINANCIAL REPORT

Funds with HUD:

Prepared: 12/2/2024

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

Funds with California Department of Housing and Community Development:

Permanent Local Housing Allocation (PLHA) 1,011,607.00

Funds with City:

Stan County HOME Lead Consortium Fund 254	-
CDBG (with City) Fund 255	(63,512.33)
HOME Consortium Fund 256	60,804.01
State HOME Fund 257	
State Home Funds	2,679,801.52
Cal HOME Program	1,665,299.55
HEAP	91,053.02
	4,436,154.09
Housing Stimulus Fund 258	17,021.61
HOME-ARP Fund 259	(146,381.69)
PLHA-Permanent Local Housing Allocation Fund 260	9,381.45
Successor Agency - LMI Fund 625	1,935,814.54

TOTAL OF ALL FUNDS:	\$ 20,118,321.02
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Notes: None

Planning Projects

- In November, the Planning Division received an application for Minor Discretionary Permit (MDP 2024-11) to construct a 4,977-square-foot Chick-fil-A restaurant featuring a drive-thru with two lanes designed to enhance traffic flow. On-site improvements along W. Tuolumne Road will include parking, paving, landscaping, and site lighting, while off-site improvements will involve the installation of curb, gutter, sidewalks, and street trees. Additionally, off-site enhancements along Countryside Drive will focus on landscaping.
- A Development Agreement between the City of Turlock and Turlock Marketplace, LLC will be presented at the Planning Commission meeting on December 5th. The Commission will review the proposed agreement and make a recommendation to the City Council for the properties located at 1885 Countryside Drive, 2712 W. Tuolumne Road, and 2630 W. Tuolumne Road.
- The Planning Division coordinated and hosted 2 Predevelopment meetings in November.

DEVELOPMENT

GOOD
NEWS!



SERVICES DEPARTMENT

Business Permits Applied For

BUSINESS ADDRESS	BUSINESS PERMIT TYPE	BUSINESS NAME
112 N FIRST ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	GOLDEN STUDIO
	HOME OCCUPATION PERMIT	CREATIONS BY CRISS ROSS
117 W MAIN ST 5	ZONING CERTIFICATE/OCCUPANCY INSPECTION	BOUTIQUE PORTRAIT STUDIO
	HOME OCCUPATION PERMIT	ADVANCED WOUND AND OSTOMY NU
	HOME OCCUPATION PERMIT	STOKES CONSULTING
	HOME OCCUPATION PERMIT	BEANBOOZLE
1645 COUNTRYSIDE DR	ZONING CERTIFICATE/OCCUPANCY INSPECTION	NEXUS STUDIOS
1729 N OLIVE AVE 9	ZONING CERTIFICATE/OCCUPANCY INSPECTION	SATELLITE HEALTHCARE TURLOCK
	HOME OCCUPATION PERMIT	J & B CLEANING SERVICES
1801 COLORADO AVE 200	ZONING CERTIFICATE/OCCUPANCY INSPECTION	NOR CAL PAIN TREATMENT CENTER
	HOME OCCUPATION PERMIT	30 AND 2 CPR TRAINING
	HOME OCCUPATION PERMIT	VOLK MOBILE NOTARY
	HOME OCCUPATION PERMIT	SUPERIOR BARTENDING SERVICE
222 S THOR ST 20	ZONING CERTIFICATE/OCCUPANCY INSPECTION	
2350 MARYANN DR	ZONING CERTIFICATE/OCCUPANCY INSPECTION	SATELLITE HEALTHCARE TURLOCK
	HOME OCCUPATION PERMIT	J-DAWG & KIDS JUNK REMOVAL &
2655 GEER RD	ZONING CERTIFICATE/OCCUPANCY INSPECTION	MUAFAQ BROTHERS MARKET
	HOME OCCUPATION PERMIT	SHAWNS PAINTING
	HOME OCCUPATION PERMIT	KURTZ TURF & LAWN CARE
	HOME OCCUPATION PERMIT	OFFICE TURLOCK, LLC
	HOME OCCUPATION PERMIT	GONSALVES LANDSCAPE
	HOME OCCUPATION PERMIT	CALI SMASH
777 E HAWKEYE AVE 2	ZONING CERTIFICATE/OCCUPANCY INSPECTION	TENAYA MEDICAL GROUP
825 W HAWKEYE AVE	ZONING CERTIFICATE/OCCUPANCY INSPECTION	SKIN & WELLNESS

Development Services – Building, Housing, Planning

Current Project List – December 2, 2024



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
TGM	Planning		January 2025	Council to hear January 14, 2025
Price Honda dispute of CFF	Planning, Engineering, City Attorney	October 2024	December 2024	Engineering working on two scenarios to extrapolate roadway improvements from the transportation cost and identify specific uses of the building and recalculate. Will get the information to Corbett and then will need to discuss with Council.
Housing Element update & workshop	Planning	May 2022	April 2025	Housing Element out for 30-day public review. Housing Element workshop tentatively scheduled for January 28, 2025.
Development Agreement between the City and Turlock Marketplace Project	Planning/City Attorney	September 2024	January 2025	Scheduled for January 14 th City Council meeting
Turlock Memorial Park roadway dedication	Planning, Engineering, City Attorney		December 2024	George & Bill Morris working on the grant deeds and road dedications
Zoning Ordinance Amendment – legal nonconforming uses	Planning & City Attorney	August 2024	March 2025	Information with City Attorney. Drafting ordinance
Zoning Ordinance Amendment – definitions & CUPs	Planning & City Attorney	September 2024	March 2025	Information with City Attorney. Drafting ordinance

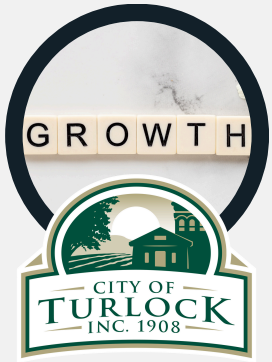
Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Zoning Ordinance Amendment – digital signs	Planning & City Attorney	January 2025	March 2025	Researching digital signs in other jurisdictions, current case law and drafting amendments.
Cannabis DA & Ordinance Amendments	Planning & City Attorney	September 2024	June 2025	Need to schedule meeting with operators to discuss possible amendments.
CFD#3	Planning, Engineering & Finance		January 2025	
Promoting ADUs and permitting process	Planning/Building	October 2024	June 2025	Need to create brochures, video & other communications to better inform citizens about ADUs, and promote the pre-approved plans
Omnibus - Zoning Ordinance Amendment & Clean-up	Planning	January 2025	December 2025	Reviewing and drafting the ordinance changes/clean-up that needs to be updated.
Update Predevelopment Meeting handout	Planning	December 2024	January 2025	Update information and post on website and advertise on social media
Hire Planning Manager	Planning	January 2025	March 2025	Need to complete green sheet and send to HR
Solar App	Building	May 2023	January 2025	Working with IT & Finance to complete registration process
Tenant Improvement Tuesdays	Building	May 2023	February 2025	Working with local architects to refine the process & criteria
Hire Chief Building Official	Building			Still open. Working with HR on re-advertising
AB 2234 Post-entitlement information posted to website	Building	September 2024	January 2025	Working to identify information required to be on website to comply with State law
Hire Senior Building Inspector	Building	October 2024	January 2025	Scheduling second interview

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Website – department/division specific	Building	March 2023		All divisions/departments working with I.T. and software applications
Permitting software RFP	Building	August 2023	October 2024	RFP under purchasing review
Reviewing and updating of Building Division handouts, brochures, policies and checklists	Building	August 2024	August 2025	Staff is currently reviewing and updating
Updating revising job descriptions for Chief Building Official, Plans Examiner and Building Inspectors	Building	October 2024	First Quarter 2025	Reviewing job descriptions making sure there is natural progression in advancement and certification requirements.
Re-classify staff analyst position	Development Services	July 2025	December 2025	
Mid-year budget	Development Services/Finance	October 2024		
Reconcile Cannabis accounts	Development Services/Finance	October 2024	January 2025	Reviewing accounts
Targeted employee training; customer service, supervising, time management etc.	Development Services	September 2024	December 2025	Researching organizations and costs to provide DSD staff training
Better utilize current office space	Development Services	October 2024		Identified space for plans examiners, permitting staff and front counter staff. On hold until a decision has been made about Harders.
Finalizing the transfers of High Street, Vermont Avenue & Lambert to non-profits	Housing	February 2024	October & November 2024	Lambert property transferred to We Care 10/18/24. Working on final paperwork to transfer High & Vermont to USF.
Amend the 5-year plan for PLHA and use 2020 funds for rehab & 1 st homebuyer of the	Housing	October 2024	January 2025	Bringing an item to Council to get input and direction direction of how Council would like to use the funds

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
City owned properties. (Jason, Birchwood, Cody & Shadow Park)				
Review and update FTHB eligibility requirements	Housing	November 2024	First Quarter 2025	
HOME-ARP	Housing	January 2024	January 2025	Consultant working to draft consortium wide RFP/call for projects. Need policies and procedures in place before.
HOME-ARP Policies & Procedures	Housing	October 2024	First Quarter 2025	Draft RFP for consultant to draft policies and procedures
HOME Rehab Policies & Procedures	Housing	December 2025	July 2025	Draft RFP for consultant to draft
Title Company services to help with transfer/sale of City owned properties	Housing	October 2024	March 2025	Draft RFP
Loan servicing	Housing	October 2024	May 2025	Reviewing draft RFP before submitting to Purchasing for review
Transfer/sell remaining properties	Housing	November 2024	December 2026	Need direction from Council how they want to proceed. Tentatively to discuss at 1/14/25 meeting.
Public Service Grants 2026	Housing	October 2024	February 2025	Contacting potential committee members and potential public service grantees.
MORE grant	Housing	Waiting for State to release NOFA		1 st round not awarded. Waiting for possible next round of funding.
RFP to non-profits or FTHB for Birchwood property	Housing		June 2025	Need direction from Council how they want to proceed. Tentatively to discuss at 1/14/25 meeting.

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
5-year Consolidated Plan (2026-2031)	Housing	October 2024		Working with County Planning staff

ECONOMIC DEVELOPMENT & COMMUNICATIONS



Monthly Report - November 2024



The City of Turlock's 3rd annual job fair took place on 11/13/2024, and hosted 58 employers and 390 jobseekers.

3RD ANNUAL CITY OF TURLOCK
JOB FAIR

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 November 2024, City of Turlock Economic Development Department staff met with 26 local businesses.

***Annual Business Retention and Expansion (BRE) Visits: 98 meetings and counting!**
(reporting period is 7/1/2024 - June 30/2025)

Pictured Below:

-Central Valley Business Expo 11/8/2024
-CEO of Opportunity Stanislaus, Dave White and Economic Development Director for City of Turlock, Anthony Sims



Pictured Below:

-Business Seminar at Central Valley Business Expo
-Attendees at the Central Valley Business Expo exploring the resource section of the expo.



Business Retention and Expansion (BRE)

New Business Spotlight:

Gray's Tavern

130 W. Main Street, Turlock, CA 95380

209.778.7700

contact@graystavern.com

Hours of Operation:

Open Daily @ 11a.m.

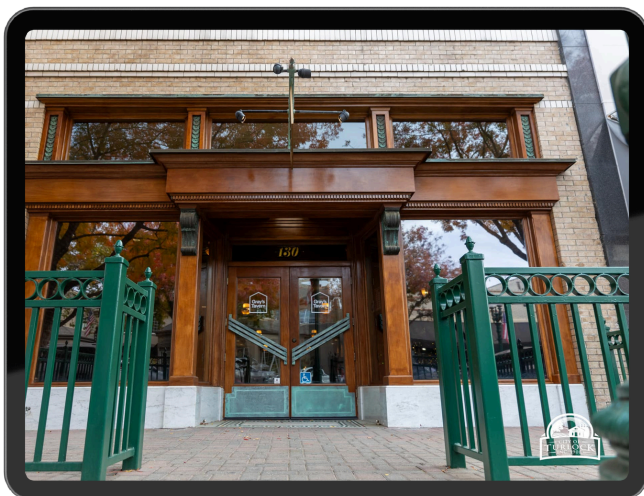
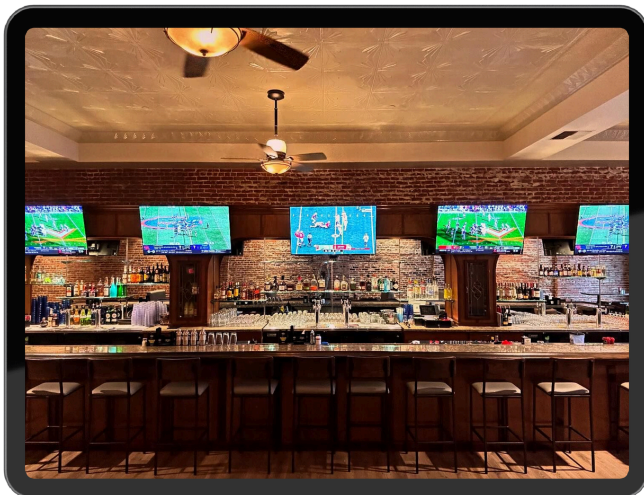
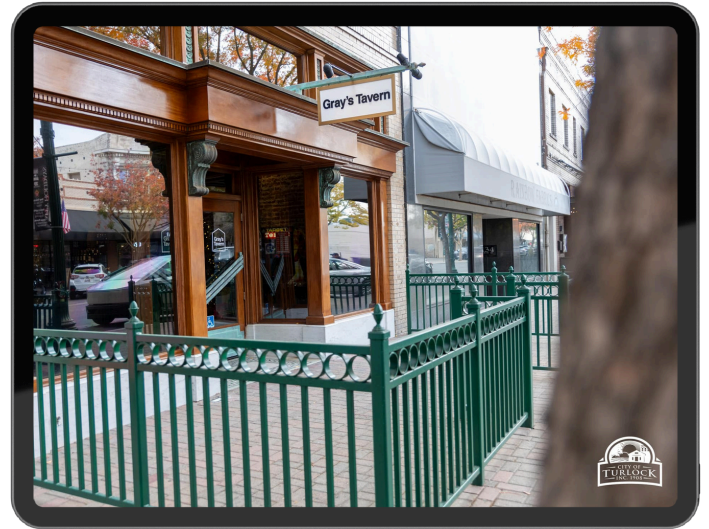
Football Sundays @ 10 a.m.

Closed Tuesdays

Social Media Accounts:

https://www.instagram.com/grays_tavern/?hl=en

<https://www.facebook.com/profile.php?id=61568560884337>



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.



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. There were 103 registrations for the first session that started in October 2024.

To register for future courses visit:
<https://cge.fresnostate.edu/oced/parent-university.html>





FRESNO STATE
Parent 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



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

- 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

REGISTER TODAY!

 **TURLOCK**

CALL: 800.270.6710
TEXT: 508.908.5370

 **FRESNOSTATE.EDU/PARENTUNIVERSITY**
PARENTUNIVERSITY@FRESNOSTATE.EDU

Free for Turlock Residents! (All Ages)

Enrollment Dates Below (6 sessions per year)

Fresno State Certificate provided upon completion

2024

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

OCTOBER

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

2025

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

APRIL

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

Free Registration Open

Class START Week

Resendment Classes are either

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

Workforce Development - Talent Development

3rd Annual City of Turlock Job Fair

The annual City of Turlock Job Fair took place Wednesday, November 13, 2024 from 10 a.m. - 2 p.m. at New Life Christian Center. This year's event featured 58 local employers and over 380 jobseekers!

Participating employers included:

- US Cold Storage
- Associated Feed
- Dust Bowl
- Turlock Sports Park
- Bronco Wine
- California Dairies
- City of Turlock
- Turlock Police Department
- Fastenal
- Garton Tractor
- Hilmar Cheese
- American Medical Response
- Stanislaus County Sheriff's Department
- Pactiv Evergreen
- Supherb Farms
- and more!

A promotional poster for the 3rd Annual City of Turlock Job Fair. The poster has a green background. At the top left, there is a circular inset showing a spiral-bound notepad with "JOB FAIR" written on it. Below this is a white button with "Apply Now" and a cursor icon. In the center, there is an illustration of five diverse professionals standing together. At the bottom left, there are logos for EDD (Employment Development Department, State of California) and the Chamber of Commerce of Turlock. On the right side, the text reads: "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", and a list of activities: "Dress for success and bring your resume", "Meet and interview with employers", "Discover job opportunities", "Resume critique", "Training and career information", and "And more!". At the bottom right, there is a small disclaimer: "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."

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.

In November 2024, the City of Turlock Economic Development and Development Services staff announced the breaking news that Chick Fil A is coming to Turlock!



City economic developer Anthony Sims announced Friday that plans are underway for a Chick-fil-A restaurant to come to Turlock.



TURLOCKJOURNAL.COM

Turlock lands Chick-fil-A; sets its sights on Trader Joe's, others

It's that time of year when thoughts are centered on turkey. But soon enough, most everybody...



From the Turlock Journal Article:

"We've been working on this for about 15 months now," said Sims. "It's a very important project. The mayor (Amy Bublak) has been instrumental in this, the planning team, engineering, leadership ... we've all had a hand in this." - Anthony Sims, City of Turlock Economic Development Director

Sims hopes that Chick-fil-A is just the tip of the iceberg for Turlock business expansion.

"We want to go after businesses that our community wants," said Sims. "They've expressed desires for HomeGoods, Chick-fil-A, Trader Joe's, Sprouts, Cabela's, Topgolf ... so we want to go after these types of businesses and let them know about Turlock."

HomeGoods opened in Turlock this past summer. Trader Joe's is a high-end grocery store chain, Sprouts Farmers Market offers natural and organic foods; Cabela's is a retailer that specializes in outdoor equipment; and Topgolf is a sports-entertainment driving range.

Read the full Turlock Journal article here:

<https://www.turlockjournal.com/news/local/turlock-lands-chick-fil-a-sets-its-sights-on-trader-joes-others/>

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 and implement business development programs. Business workshops take place within the City of Turlock monthly, and have different topics and strategies presented by different guest speakers.

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

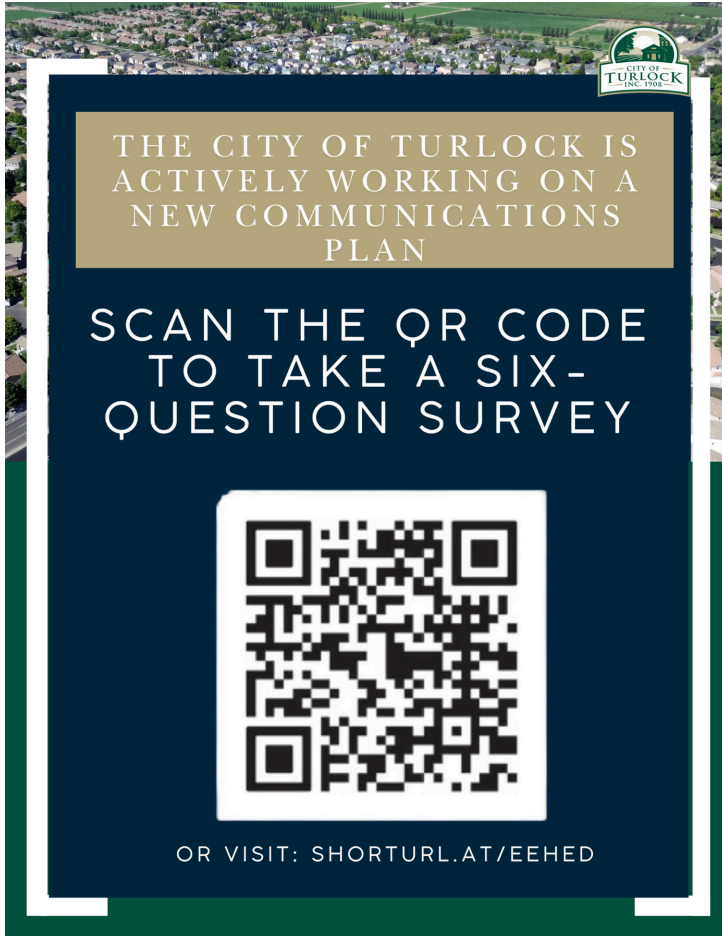
Enroll Here:



Community Events

City of Turlock Communications Plan

- The City of Turlock is in the beginning stages of putting together a City of Turlock Communications Plan.
- Members of the public are encouraged to share constructive feedback and identify the ways to improve City communication.
- Please take the short six (6) question survey below!
- Stay tuned for exciting updates as our new Communications Plan takes shape in the months ahead.



**Download the
City of Turlock Mobile App**





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!

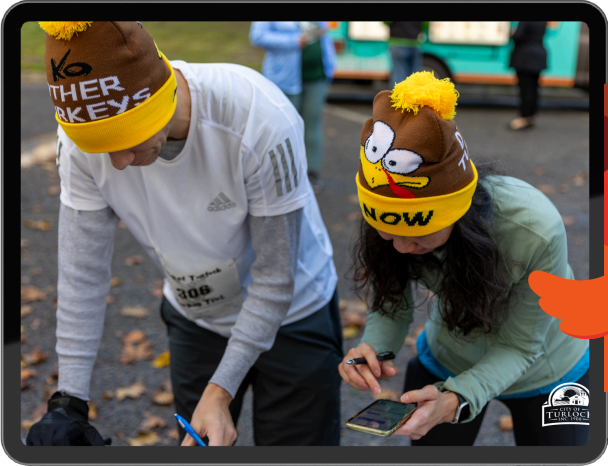
CONTACT US
209-668-5594
recreation@turlock.ca.us
Register.CommunityPass.net/TurlockCity

TURKEY TOM

HEAD TO HEAD
50TH TURKEY TROT RACE

49	WINS	0
0	LOSSES	0
TURKEY TECH	SCHOOL	MOO UNIV
25 MPH	TOP SPEED	25 MPH
EAT MORE BEEF	MOTTO	EAT MORE TURKEY

BETSY COW





SPONSORED BY
City of Turlock
& Turlock
Dental Care



Presented by
DOWNTOWN TURLOCK

FESTIVAL OF LIGHTS

TURLOCK'S OFFICIAL
CHRISTMAS TREE LIGHTING
26th Annual Ceremony

TURLOCK
CENTRAL PARK

NOVEMBER 29

5:00PM-9:00PM

KICKING OFF THE HOLIDAY SEASON

- Drone Show
- Local Restaurant Eats
- Live Holiday Music

- 100 Unique Vendors
- Downtown Shopping
- Local Traditions & Holiday Magic

Performances by Westside Ministries, Alegria Performing Arts & more!



45th Annual
Turlock Downtown Christmas Parade

A NEW NIGHT

Friday, December 6th
6:30pm



45th Annual Turlock Christmas Parade Route

www.cityofturlock.org/christmasparade



Portable Restroom Locations

1. Canal Dr. @ Berkeley Ave.
2. Canal Dr. @ Colorado Ave.
3. Canal Dr. @ Bell Ave.
4. Main St. @ Lyons Ave. (Denair Park)
5. Main St. @ Thor
6. Main St. @ Golden State (Central Station)
7. Main St. @ Broadway
8. Stan. Co. Fairgrounds (parking lot)

Accessible restrooms are indicated with this symbol 

SPONSORED BY 





HOLIDAY LIGHTS SHUTTLE

Experience the best holiday lights in the city on a Turlock Transit shuttle

Monday, 12/9 - Saturday, 12/14

Weekdays: 5pm, 6pm, 7pm, & 8pm
Saturdays: 5pm, 6pm

Roger K. Fall Transit Center
1418 N. Golden State Blvd.
Turlock, CA 95380

FREE

TurlockTransit.com/HolidayLights

(209) 668-5600



Holiday Lights Shuttle

Our free Holiday Lights Shuttle is back!

Enjoy a 45 minute tour of the best holiday light displays in Turlock from 12/9-12/14, including Christmas Tree Lane

Advance reservations are required; bookings available on/after Mon., 12/2. For more info visit www.turlocktransit.com/HolidayLights



Free Rides in December

December 1 - 31, 2024
All public transit services in Merced and Stanislaus counties will be free during the month of December as part of a joint, free-fare program. See how easy riding transit can be!

Christmas Parade

December 6, 2024 (6:30 p.m.)
Want to watch the Christmas Parade but don't want to deal with parking and traffic congestion? Transit will provide a direct route to the parade. Route 4 will run a modified (reduced) route from 2:30pm-9pm and continue to serve the bus stop at E. Canal & Main St. for anyone wanting to see the Christmas Parade. Route 5 will suspend service starting at 4pm.

A free, one-way shuttle is provided for carpool drivers associated with a Christmas Parade entry, allowing them to leave a car at the Fairgrounds.
Learn more: www.turlocktransit.com/ChristmasParade

Holiday Lights Shuttle

December 9-14, 2024
Take a free, 40-45 min. transit tour of some of the best holiday lights in Turlock, including a trip down Christmas Tree Ln. While this service is open to everyone, space is limited and we want to encourage participation by those that may not have other transportation options. Reservations are required. Call (209) 668-5600 on/after 12/02/24 to book a trip. All shuttles depart the Transit Center at the designated time, which is 5pm, 6pm, 7pm or 8pm (weekdays) and 5pm or 6pm (Saturday).
Learn more: www.turlocktransit.com/HolidayLights

Stuff the Bus

December 13, 2024 (12pm-4pm) - Transit Center
We will be collecting donations of new, unwrapped toys, games and/or sports equipment for distribution to local children in need during this holiday season. Visit us in the north parking lot of the Roger K. Fall Transit Center (1418 N. Golden State Blvd.) and help us "stuff the bus" with donations! We are proud to partner with Turlock Together and The Salvation Army for this worthy and worthwhile cause.
Learn more: www.turlocktransit.com/StuffTheBus

(209) 668-5600 **1418 N. Golden State Blvd. Turlock, CA 95380** TurlockTransit.com



Free Rides in December!





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

December 10, 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 II

Procurement Policy – Currently with City Attorney's office and under final review with Finance staff and consultant.

Measure A Committee – Next meeting to be held January 21, 2025.

Contracts Executed by Acting City Manager – Please see table below for the executed contracts within the month of November 2024.

Fiscal Year 2022-2023 Audit – Staff has received the final report and will bring to City Council in January for adoption.

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 brought to City Council in January 2025.

City Manager Approved Contracts Up To \$100,000					
Contract Number	Vendor Name	Description	Compensation Amount Not to Exceed	Effective Date	Department
NOVEMBER					
2025-71	Turlock Certified Farmers Market	Turlock Certified Farmers Market 24/25	\$ 0.00	11/2/2024	Recreation
2025-11	Government Consulting Partners, Inc.	FY24-25 to 26-27 Cost Allocation Plan & Fleet Rate Development	\$ 7,200.00	8/1/2024	Transit
2025-72	Krazan & Associates	Phase I Environmental	\$ 5,000.00	10/30/2024	Finance
2025-61	SCI Consulting Group	Cannabis Compliance & Finance Audit	\$ 25,000.00	10/2/2024	Finance



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: December 3, 2024
TO: Isaac Moreno
FROM: Angelica Gonsalves
SUBJECT: November 2024 Department updates

For the month of November 2024:

Finance processed a total of 1,946 receipt payments in the office by walk in customers 432 by mailed/drop box, and took 530 phone payments. The department answered 1,542 call during the month of November. Processed 140 utility move-in's, and 100 move-out and exception bills. Payment agreements: 177 current and 58 past due payment agreements.

Utility billing processed and mailed 20,161 utility bills and issued 2,274 penalties. Delinquent notices were mailed to 586 customers. 235 account were terminated on November 20, 2024 and 88 remained off at the end of the day.

Business license processed 54 new applications and closed 20 business licenses. 618 delinquent notices were mailed out to lapsed business licenses. The City of Turlock currently has 6,595 active licenses.

Leah Castellanos was promoted to Senior Account Clerk.

Tentatively

City Council Staff Update

December 10th, 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 November 2024, the Information Technology (IT) Department has the following to report:

Website

Throughout the month, IT Staff scheduled demonstrations with department staff and interested vendors who provide Hosted Website Services to municipalities and local government. The demonstrations were recorded and provided to department staff for review along with a feedback form for collecting department feedback. IT Staff are continuing schedule demonstrations and collect feedback to complete the selection process. Demonstrations will conclude in December with a final selection made.

Server Migrations

Throughout the month, IT Staff continued to schedule and performe virtual server migrations to the new virtual server cluster. IT Staff had to schedule and coordinate two service disruption maintenance windows outside of regular business hours to restart core network services to aid with the migration. Currently, 96% of the virtual servers have been migrated.

Tyler Technologies Payment Processing

IT Staff worked with implementation specialists from Tyler Technologies to configure the City's enterprise finance and accounting system to integrate with their payment processing solution. This payment processing system will be used for allowing modern payment processing methods at the utility bill payment counter.

Emergency Operations Center (EOC) Upgrades

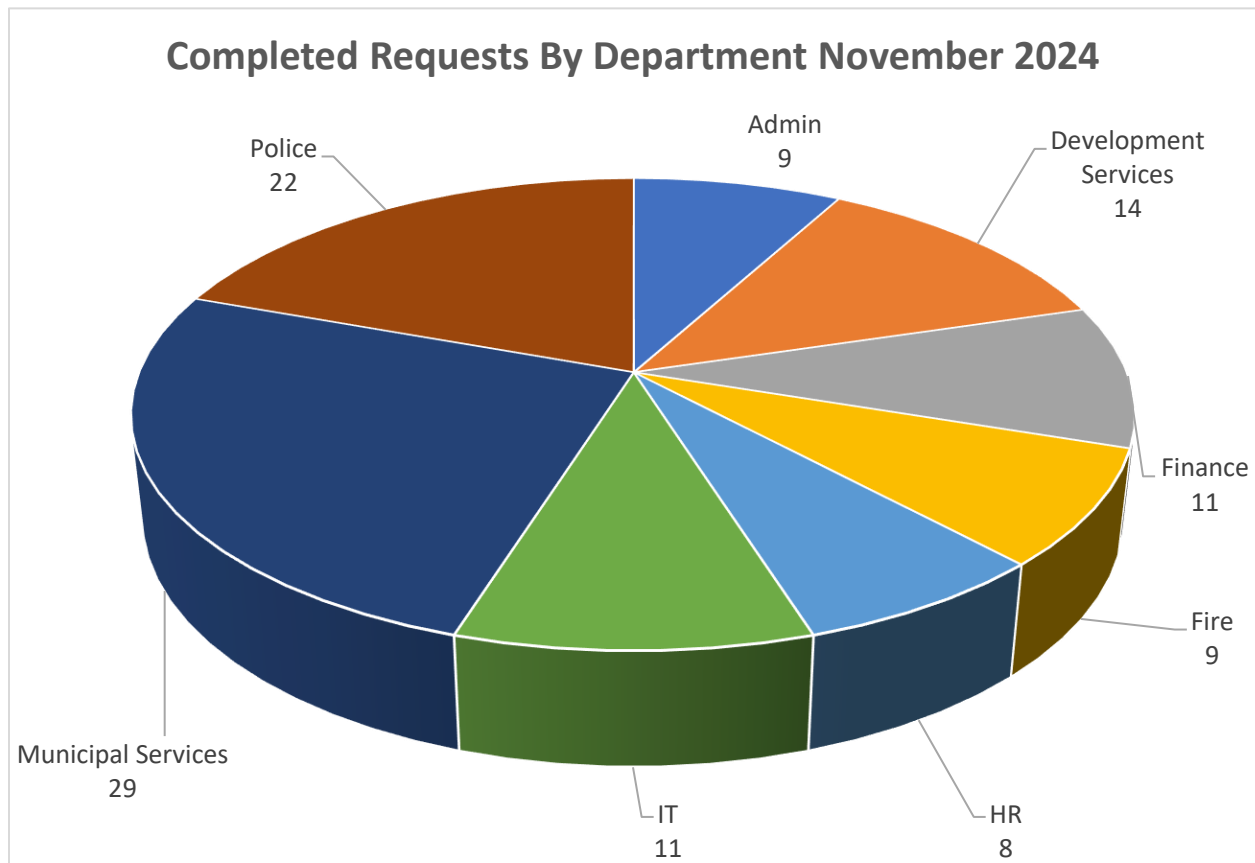
IT Staff finished preparing the scope of services for the audio and visual systems enhancements to the Emergency Operations Center. It is being sent to the Purchasing division for review and feedback.

Remote Site Connectivity

IT Staff worked with updating information pertaining to network connectivity needs at City facilities and is working with a local service provider on meeting the needs.

Completed IT Requests*

IT completed **113 requests** for service during the month of November 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 ~ DECEMBER 10, 2024 ~

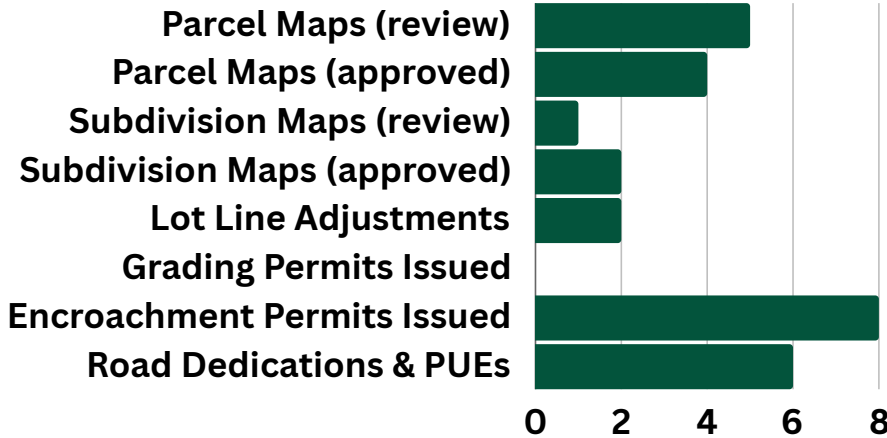
UTILITIES

10	WATER LEAKS
1	WATER TAPS/NEW SERVICE
20	METER REPAIR/REPLACE/INSTALLS
7	CROSS CONNECTIONS/ OCCUPANCY INSPECTIONS
22	CATCH BASINS CLEANED
24	STORM PUMPS CHECKED
6	SEWER PLUGS
2	CLEAN-OUTS INSTALLED
1	SEWER MAIN REPAIRS
105	CITY BAC-T SAMPLES COLLECTED
15,275-FT	TOTAL SEWER FOOTAGE CLEANED



The broken saddle on the main was replaced after it blew off on E. Tuolumne.

ACTIVE SUBMITTALS

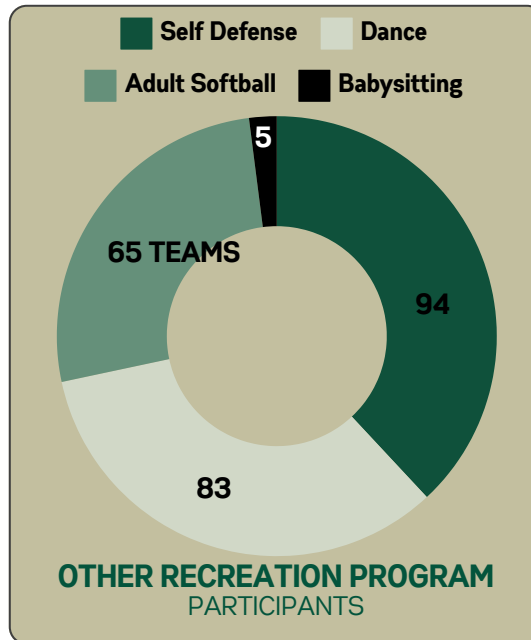
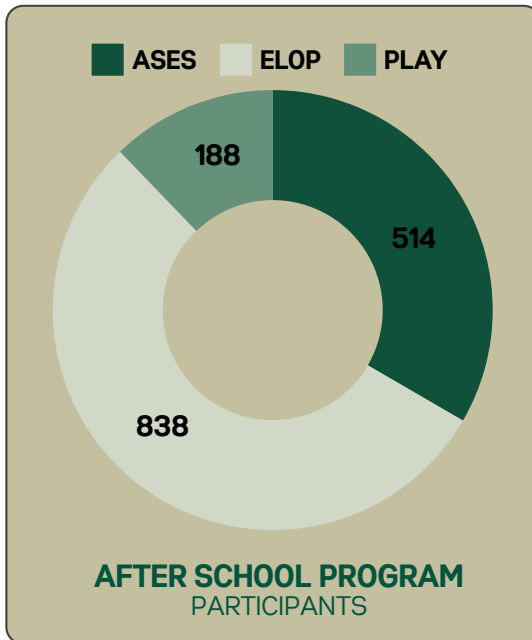


DEVELOPMENT PROJECTS

Improvement Plans In Review: **23**

Approved, but pending other City requirements: **26**

RECREATION



SCAN HERE FOR MORE INFORMATION ON RECREATION PROGRAMS!

OPEN REGISTRATION:
HOLIDAY LIGHTS TOUR
SELF DEFENSE (WINTER)

- This month, we organized the 50th annual Turkey Trot Fun Run, in which 300 runners registered to participate!
- The Festival of Lights tree lighting ceremony occurred downtown on Friday, November 29.
- The Turlock Downtown Christmas Parade is scheduled for Friday, December 6th with 80 registered entries!

CONGRATULATIONS TO THE FOLLOWING EMPLOYEES
WHO WERE HIRED OR RECEIVED PROMOTIONS THIS MONTH:

CHRISTOPHER ARREDONDO, PART TIME EMPLOYEE

MARTIN LOMELI, PUBLIC FACILITIES MAINTENANCE TEAM LEADER

BRADLEY MORING, PUBLIC FACILITIES MAINTENANCE TEAM LEADER

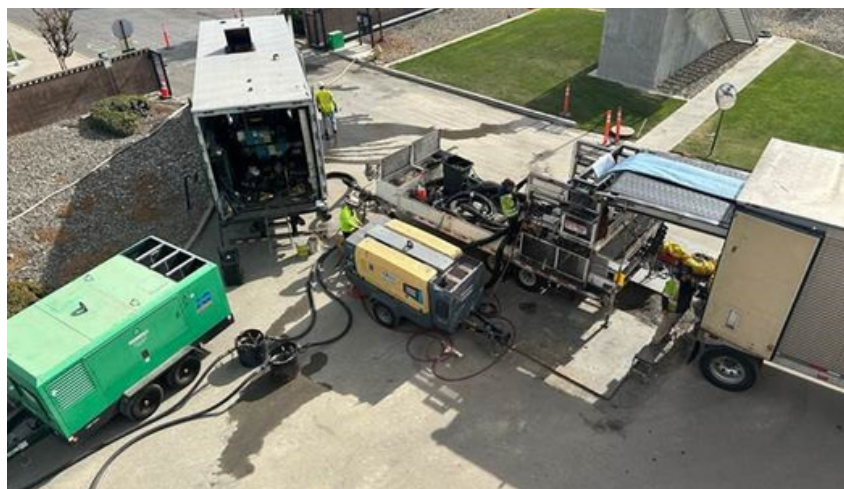
TRANSIT



Turlock Transit provided free rides on all services on Tue., 11/05/24 (Election Day) to reduce barriers to access for voting. Transit staff actively prepared for multiple, special transit services in December. Ridership across all modes continues to grow over the prior calendar year.

WATER QUALITY CONTROL

The City of Turlock successfully completed its first Cured-In-Place Lining (CIPP) under City Project No. 23-030. The process of CIPP involves inserting and running a felt lining into a preexisting pipe that is in need of repair. Resin within the liner is then exposed to a curing element to harden it and make it attach to the inner walls of the pipe. Once fully cured, the lining now acts as a new pipeline. CIPP is a trenchless method of sewer construction. It requires little or no digging and significantly less time to complete than other sewer repair methods. This application could be used in future projects around Turlock when preserving the roadway is desired.



CONGRATULATIONS TO THE FOLLOWING EMPLOYEES
WHO WERE HIRED OR RECEIVED PROMOTIONS THIS MONTH:

CHRISTOPHER ARREDONDO, PART TIME EMPLOYEE

MARTIN LOMELI, PUBLIC FACILITIES MAINTENANCE TEAM LEADER

BRADLEY MORING, PUBLIC FACILITIES MAINTENANCE TEAM LEADER

ROADS PROGRAM

Construction activities continue on the four (4) contracts to rehabilitate a total of twenty-two (22) streets. El Camino Drive (from El Paseo St. to N. Johnson Rd., and from N. Johnson Rd. to Murphy Dr.) was paved. Bottom mat of pavement was placed on Murphy Drive, Kenneth Drive, S. Broadway (from B St. to D St.), and El Capitan Drive (from Murphy Dr. to Novo Dr.).



El Camino Drive



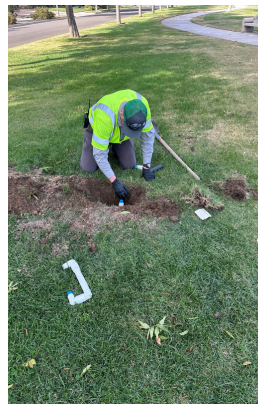
El Capitan Drive (Murphy Dr. to Novo Dr.)



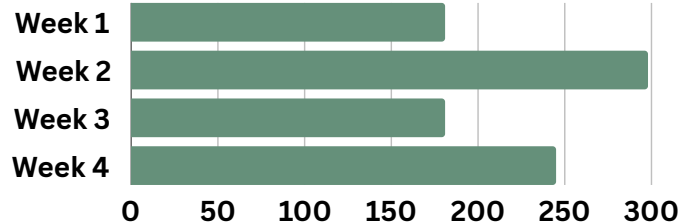
S. Broadway (B St. to D St.)



MAINTENANCE



POTHoles FILLED IN OCTOBER



- Trimmed hundreds of trees at Ferreira Ranch Park, Donnelly Park, Summerfaire Park, and other locations.
- Collected dozens of tons of leaves across various zones as part of the Leaf Pick-Up Program.
- Set up for special events, including a job fair and the City-wide Luncheon.
- Added 150 yards of safety surface materials at Wauile Rand and Summerfaire.
- Removed 3.41 tons of debris from locations including Hobby Lobby, Pedras/Golden State, 381 W. Hawkeye, Castor/Lane Alleyway, and Tully/Homer City Lot.

Engineering Division Current Project List

Only projects that have been before Council for a prior action are included (i.e. budget appropriation, professional services agreement, construction agreement, etc.)

Work Area	CP #	Project Name	Project Start Date	Anticipated Completion Date	Current Status of Project
Muni	18-67	Water Main and Sewer Replacement 2023	October 2018	January 2025	07 - In Construction
Muni	19-48	Sewer Replacement in alley behind 147 S. Broadway	February 2024	January 2025	07 - In Construction
Muni	23-040	Water Replacement for Roads Program 2024	July 2024	December 2024	07 - In Construction
Muni	23-058	City Utility Trench Repair FY 2024-25	April 2024	December 2024	07 - In Construction
PD	24-035	PSF IT Server Room Unit Replacements	April 2024	January 2025	07 - In Construction
PFM	19-51B	Columbia Pool Renovation	July 2021	January 2025	06 - In Construction
Streets	14-79	Golden State / Berkeley / Golf Intersection Improvements	January 2014	December 2025	02 - In Design
Streets	22-035	Intersection Improvements at Countryside Drive and Business Entrance	September 2023	June 2025	02 - In Design
Streets	14-44	Main & Tegner signal	June 2022	June 2025	05 - Post-Bid
Streets	20-002	SW Quadrant Road Rehabilitation	February 2022	December 2024	08 - Project Closeout
Streets	21-021	Pedras Road Rehabilitation (Geer to GSB)	October 2022	December 2024	08 - Project Closeout
Streets	21-033	Slurry Seals 2023 (Assessment Districts)	November 2022	December 2024	08 - Project Closeout
Transit	23-020	Transit Center Canopy Repair	July 2023	February 2025	07 - In Construction
WQC	23-027	Secondary Clarifier No. 4 Recoating	January 2023	December 2024	06 - Pre-Construction
WQC	20-032	TRWQCF Chemical System Upgrades	January 2020	December 2024	07 - In Construction
WQC	23-030	In Plant Drain Repair	February 2024	December 2024	07 - In Construction

Roads Program

Current Project List

This color shows an update from last project list.



Only projects that have been before Council for a prior action are included (i.e. budget appropriation, professional services agreement, construction agreement, etc.)

Status Legend

In Planning = The project scope, budget, schedule, and design consultant agreement and fees are being developed.

In Design = Construction contract documents are in development.

Advertising/Bid Phase = The project has been advertised for construction bids, but has not yet been awarded.

Pre-Construction = The project has been awarded to a responsible and responsive contractor. The construction agreement, bonds, and insurance documents are in process of execution.

Construction = The project is under construction.

Project Closeout = The project is substantially complete. Minor corrective items, final quantities, and final change order negotiations and invoicing are being addressed.

Completed = Notice of Completion has been recorded.

Project Name	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
CP 24-031 Task Order No. 4 - Mark Thomas - GSB (Dels to Tuolumne) (design only)	Roads Program	July 2024	October 2025	In Design
CP 23-052 Task Order No. 2 and 2 A - Mark Thomas - Geer Rd (design only)	Roads Program	June 2024	October 2025	In Design
CP 23-067 Task Order No. 3 - Mark Thomas	Roads Program	February 2024	June 2026	In Design
CP 23-069 Task Order No. 2 - Siegfried	Roads Program	February 2024	June 2026	In Design
CP 23-068 Task Order No. 2 - Provost & Pritchard	Roads Program	February 2024	June 2026	In Design
CP 23-031 Task Order No. 1 - Mark Thomas	Roads Program	April 2023	January 2025	Project Closeout
CP 23-033 Task Order No. 1 - Siegfried	Roads Program	April 2023	June 2025*	Construction
CP 23-032 Task Order No. 1 - Provost & Pritchard	Roads Program	April 2023	January 2025	Construction
CP 22-001 Package 1 - 13 Streets Rehabilitation	Roads Program	January 2022	March 2025	Project Closeout
CP 22-005 Washington Rd Bridge Railing Repair	Roads Program	September 2022	September 2024	Completed
CP 22-001 Package 3 - Fosberg Rd Rehabilitation	Roads Program	January 2022	May 2024	Completed
CP 22-001 Package 2 - Wayside Dr Rehabilitation	Roads Program	January 2022	August 2023	Completed
CP 23-052 Geer Rd Rehabilitation (30% design)	Roads Program	August 2023	June 2024	Completed

*Due to impacts caused by another City Project, active construction on this City Project has been delayed.



TURLOCK FIRE DEPARTMENT

November 2024

As November comes to a close, it's a perfect time to reflect on all that we've accomplished this year. From enhancing our response capabilities to strengthening our training and teamwork, 2024 has been a year of growth and success for Turlock Fire Department. I am incredibly proud of the dedication and resilience each of you has shown as we've worked together to serve our community.

This month, we had the privilege of participating in the Veterans Day ceremony, honoring those who have served our country. It was a meaningful reminder of the sacrifices made to protect our freedoms.

Additionally, I want to recognize the Turlock Firefighters who responded as part of a Strike Team on Cal OES 339 to the Mountain Fire in Ventura County. Their efforts, alongside other crews, helped stop the fire at 19,000 acres, protecting lives and properties.

Looking ahead, I'm excited to share that Turlock Fire Incorporated will once again be helping Santa spread holiday cheer, driving him around town from December 1st to the 21st. This cherished tradition brings joy to our community, and I want to extend my heartfelt appreciation to Local 2434 for their support in making it happen.

Let's finish the year strong, celebrate our successes, and enjoy the holiday season. Thank you for your continued hard work and commitment to excellence.

Andrew

CHIEF'S MESSAGE



OPERATIONS DIVISION



Total Fire (NFIRS
Series 100):
21

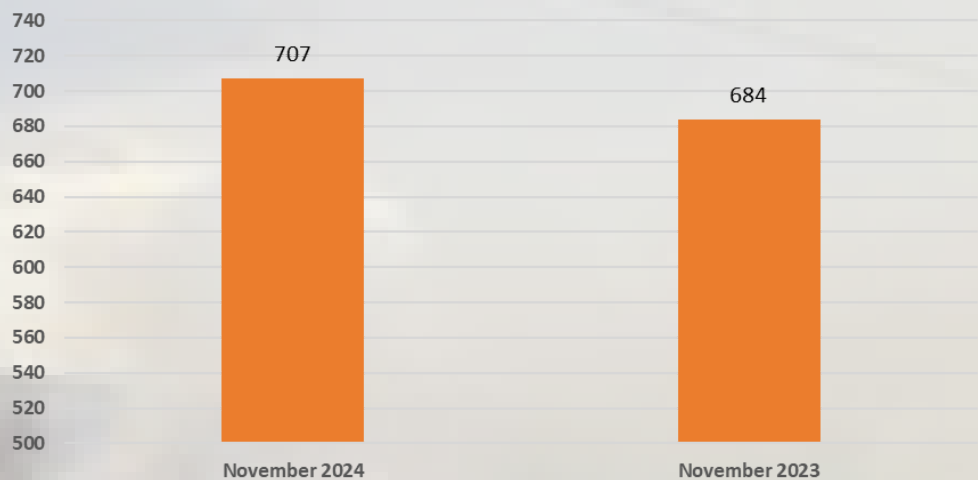


Total EMS:
511

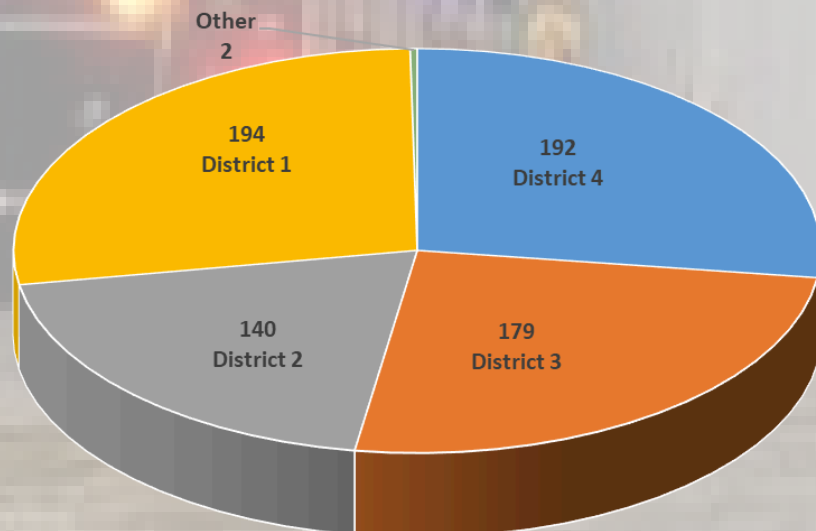


Total MVA:
36

November 2024 vs. November 2023



CALLS BY DISTRICT



FIRE PREVENTION DIVISION



Type of Inspection	Total
Occupancy Inspections	9
Re-Inspections	14
Solar	7
Final Fire Alarm/Sprinkler	9
Blue Sheet/Building Final	6
Hydro/Visual	4
Hydrant Flow Reports	5
State/School	3
Pre-Developments Meetings	5
Miscellaneous Inspections	12

FIRE EXIT



Stanislaus Regional FIU November 2024



DETAILS: During the month of November 2024, the FIU's call volume decreased from the previous month, due to the colder weather taking hold and incoming storm activity.

The FIU conducted a total of 45 fire investigations during the month (previous month was 63), the breakdown of calls is as follows:

Calls by jurisdiction: Modesto FD 20, Ceres 1, Oakdale's 2, Salida 1, Turlock city 3, and the County 18.

24 were structure fires, 3 vegetation fires, 6 vehicle fires, and 12 were trash/dumpster/other fires/criminal enforcement actions/investigator follow-ups.

Investigators were able to determine that 17 fires were confirmed arsons, 12 accidental, and 5 were undetermined. Investigators were canceled a total of 8 times.

Investigators reported that 7 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 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

Date	Station	Location	Cause	Dollar Loss *
11/8/2024	32	302 Hawkeye Rd.	Arson	\$5,000.00
11/11/2024	33	139 W. Minnesota Ave #H206	Arson	\$500.00
11/24/2024	31	1070 5 th Street	Accidental	\$75,000.00

*Dollar loss is estimated and may not account for all aspects of the fire.

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 for a property as a first step.
Station 32 New Windows	Harcksen	11/2023	1/2026	Working to write scope of work for RFP
Exterior Paint for Sation 22	Harcksen	01/2024	2/2026	Working to write scope of work for RFP
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.