

City Council Meeting Agenda



August 26, 2025

6:00 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

Mayor
Amy Bublak

Council Members
Kevin Bixel
Cassandra Abram

Erika Phillips
Rebecka Monez
(Vice Mayor)

Interim City Manager
Sue Borrego
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. **CALL TO ORDER**
2. **SALUTE TO THE FLAG**
3. **ROLL CALL AND DECLARATION OF CONFLICTS**
4. **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.

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
Tuesday, August 26, 2025**

Next City Council Resolution: 2025-164

Next Ordinance: 1333-CS

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

- A. Presentation: Roads Program Update (Pezeshk)

6. PUBLIC PARTICIPATION

Pursuant to California Government Code Section 54954.3(a), this portion of the meeting is set aside for members of the public to address the City Council on matters that are not listed on tonight's agenda but are within the subject matter jurisdiction of the City Council. Speakers will be allowed up to three (3) minutes for their comments. Speakers who wish to address a matter listed later on the agenda may be asked to wait until that item is heard. Comments on matters outside the Council's subject matter jurisdiction may be ruled out of order by the presiding officer and not permitted to continue. Pursuant to Government Code Section 54954.2(a)(3), the City Council may not take action or engage in substantive discussion on items not listed on the posted agenda. However, the Council or staff may briefly respond to public comments, refer matters to staff, or request that a topic be placed on a future agenda.

7. 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.

8. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one motion with no separate discussion. Any item may be removed from the Consent Calendar and considered separately at the request of the Mayor or any Councilmember. Prior to Council action, members of the public may address the Council on the Consent Calendar. If during their Consent Calendar comments, a member of the public requests removal of an item for separate consideration, the Mayor or a Councilmember may do so. Public comment on the Consent Calendar is limited to one (1) minute per speaker, regardless of the number of items addressed by the speaker.

- A. Motion: Accepting the Weekly demands of August 1, 2025 through August 14, 2025 in the total amount of \$3,877,074.20, and the Investment and Cash Report for July 2025 in the amount of \$316,336,183.01
- B. Motion: Accepting the Minutes of the August 12, 2025 Regular City Council Meeting
- C. Motion: Waiving Reading of Title and Text of All Ordinances Included in the Agenda
- D. Resolution: Approving an agreement (City Contract No. 2026-023) with Safety Center, Incorporated in response to RFQ No. 25-007 for Safety Management Services for a period of three (3) years for a total not-to-exceed amount of \$450,000 to be expensed to various Funds (Huff)
- E. Resolution: Approving an Amendment to the Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority (Loehr)

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Tuesday, August 26, 2025**

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Next Ordinance: 1333-CS

- F. Resolution: Declaring the Intention to Order Annexation No. 38 for the property located at 300 N. Soderquist Road (Stanislaus County Assessor's Parcel 061-003-040) to Existing Community Facilities District No. 2 (Services Mitigation) (Werner)
- G. Resolution: Accepting the Turlock Downtown Property Owners Association 2024-2025 Annual Report to be filed with the City Clerk in accordance with California Streets and Highways Code Section 36650 (Sims)

9. FINAL READINGS

- A. Ordinance: Second and Final of an Ordinance adding Turlock Municipal Code Title 3 (Finance), Chapter 3-9 (Construction Taxes), Article 9 (Community Facilities District Number 3) (Morris)

10. PUBLIC HEARINGS

- A. Resolution: Superseding and replacing Resolution No. 2023-054 and adopting updated cost recovery percentages, schedule of fees and charges for City services, pursuant to Turlock Municipal Code Section 3-3-301 et seq. (Moreno)
- B. Resolution: Approving the first substantial amendment to the Fiscal Year 2024-2025 City of Turlock/Stanislaus County HOME Consortium Annual Action Plan for the HOME Investment Partnerships (HOME) Program, authorizing the submission of the Annual Action Plan amendment to the U.S. Department of Housing and Urban Development (HUD), and authorizing the Interim City Manager to execute all related and necessary documents. (Figueroa)

11. ACTION ITEMS

- A. Authorizing the sale of 3 City-owned properties to an income-eligible first-time homebuyer through a Council-approved lottery system (Figueroa)

Resolution: Authorizing the sale of property located at 570 Jason Drive, Turlock, California, Stanislaus County APN 050-036-008, to an income-eligible first-time homebuyer through a lottery process, and authorizing the Interim City Manager to execute all necessary documents to complete the transaction.

Resolution: Authorizing the sale of property located at 1827 Shadow Park Drive, Turlock, California, Stanislaus County APN 088-015-057, to an income-eligible first-time homebuyer through a lottery process, and authorizing the Interim City Manager to execute all necessary documents to complete the transaction.

Resolution: Authorizing the sale of property located at 2065 Cody Court, Turlock, California, Stanislaus County APN 089-004-012, to an income-eligible first-time homebuyer through a lottery process, and authorizing the Interim City Manager to execute all necessary documents to complete the transaction.

- B. Resolution: Adopting the updated Housing Rehabilitation Program Policies and Procedures manual for the Housing Program Services Division (Figueroa)

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12. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS

13. CLOSED SESSION

A. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)

“Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation.”

Agency Designated Representative: Interim City Manager, Sue Borrego

Employee Organization: Turlock Associated Police Officers

B. Public Employee Performance Evaluation, Cal. Gov't Code §54957(b)(1)

Title: City Attorney

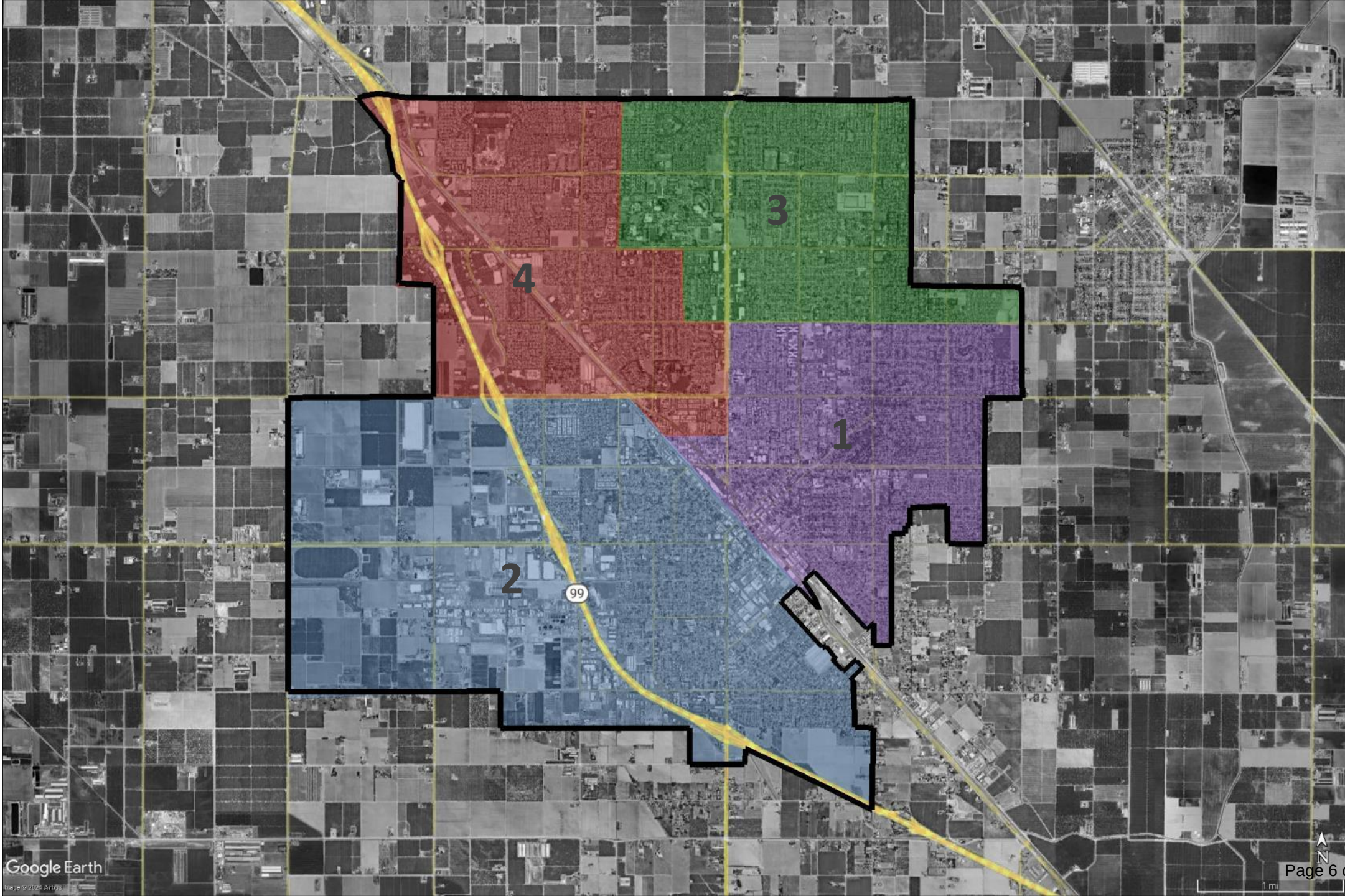
14. REPORTS FROM CLOSED SESSION

15. ADJOURNMENT

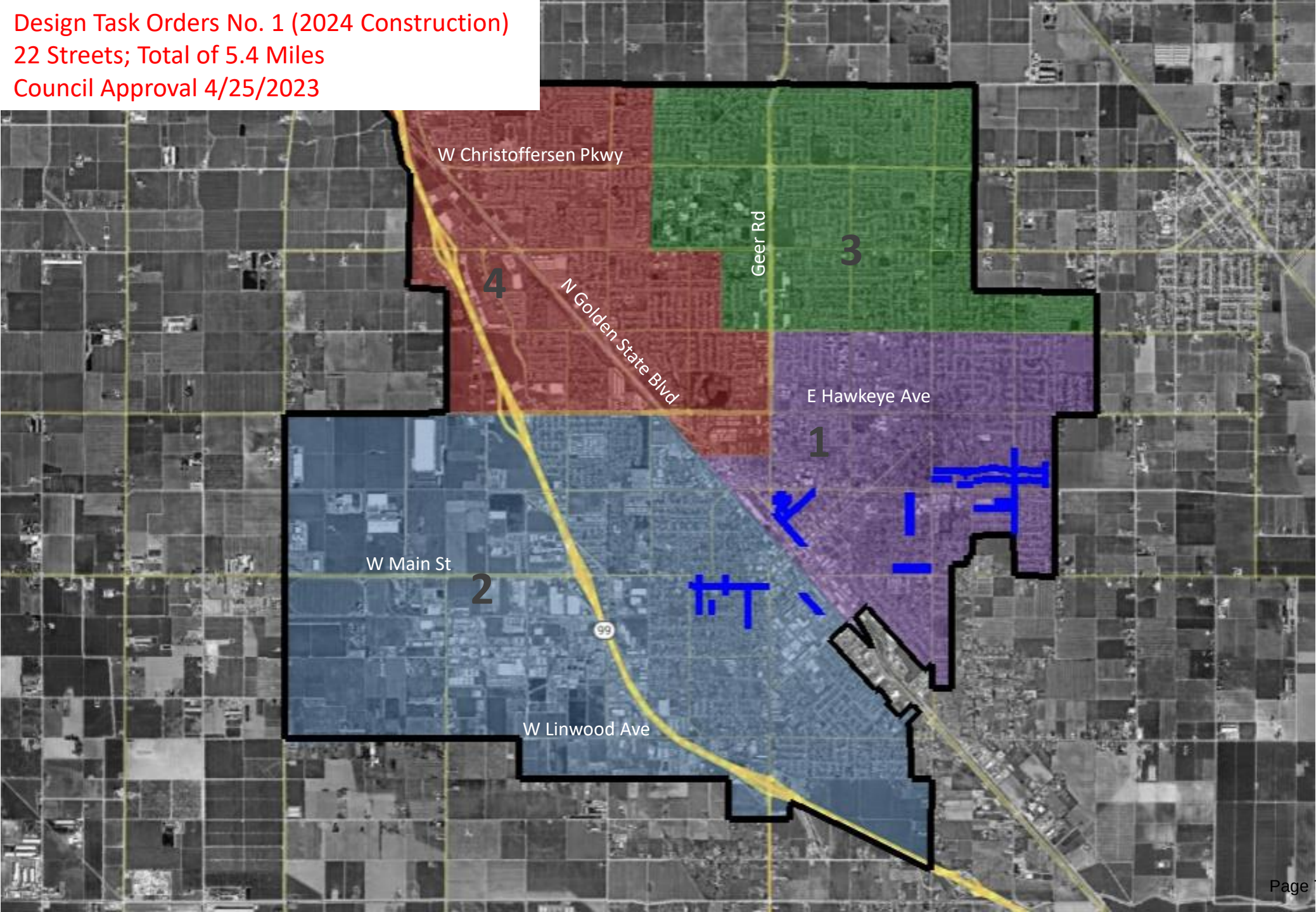


ROADS PROGRAM UPDATE

AUGUST 26, 2025



Design Task Orders No. 1 (2024 Construction)
22 Streets; Total of 5.4 Miles
Council Approval 4/25/2023

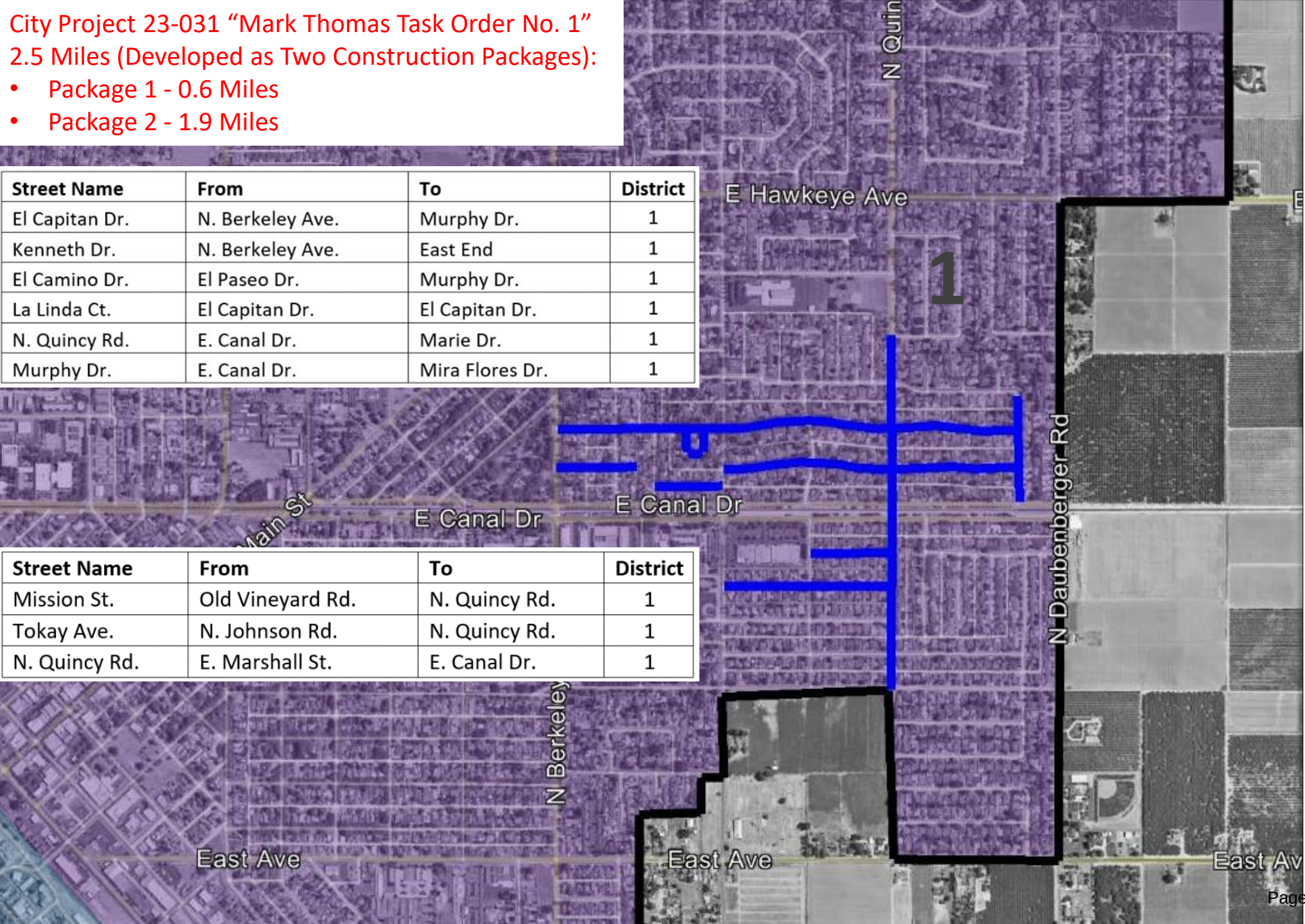


City Project 23-031 “Mark Thomas Task Order No. 1”
2.5 Miles (Developed as Two Construction Packages):

- Package 1 - 0.6 Miles
- Package 2 - 1.9 Miles

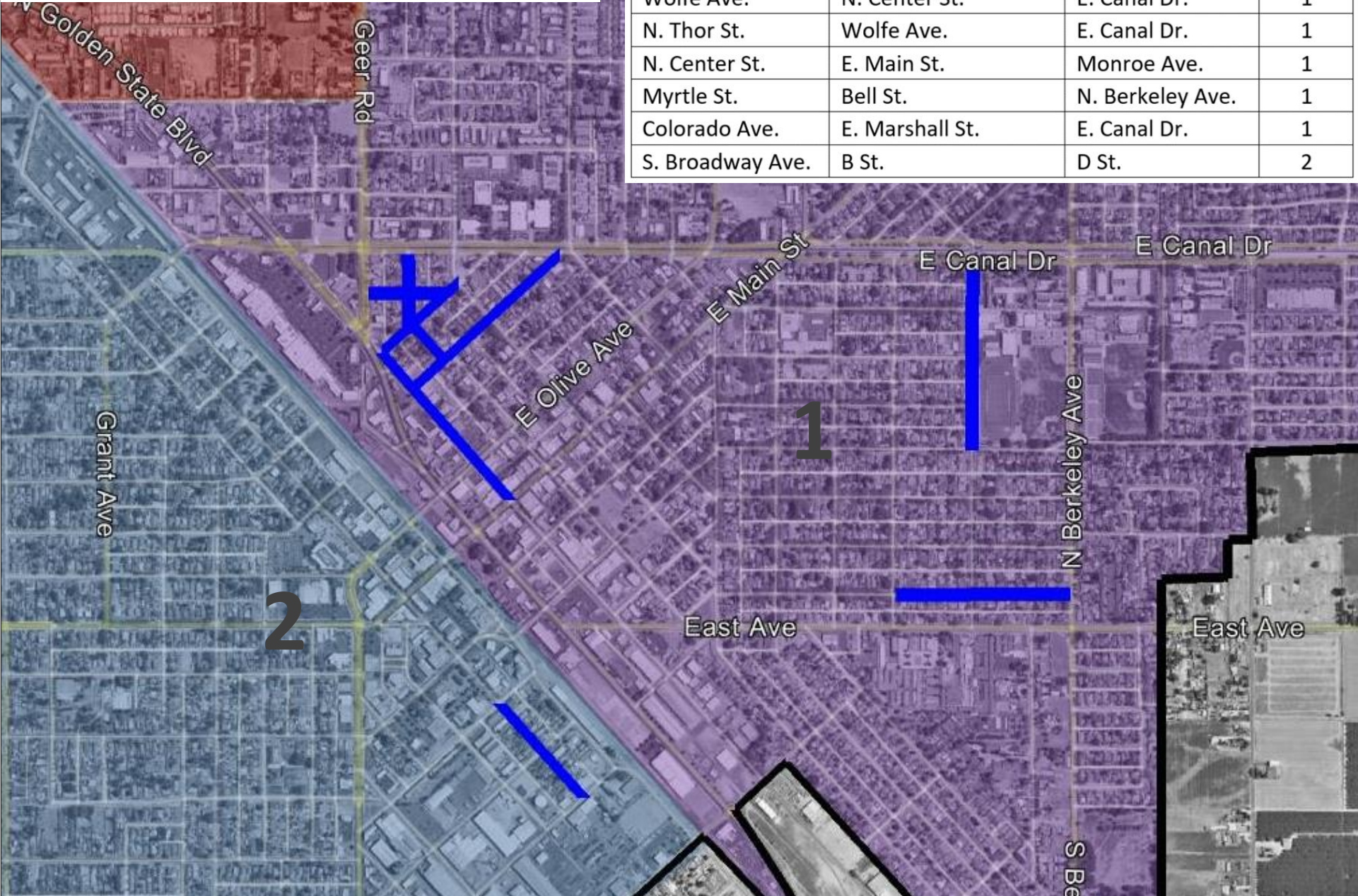
Street Name	From	To	District
El Capitan Dr.	N. Berkeley Ave.	Murphy Dr.	1
Kenneth Dr.	N. Berkeley Ave.	East End	1
El Camino Dr.	El Paseo Dr.	Murphy Dr.	1
La Linda Ct.	El Capitan Dr.	El Capitan Dr.	1
N. Quincy Rd.	E. Canal Dr.	Marie Dr.	1
Murphy Dr.	E. Canal Dr.	Mira Flores Dr.	1

Street Name	From	To	District
Mission St.	Old Vineyard Rd.	N. Quincy Rd.	1
Tokay Ave.	N. Johnson Rd.	N. Quincy Rd.	1
N. Quincy Rd.	E. Marshall St.	E. Canal Dr.	1



City Project 23-032 “Provost & Pritchard Task Order No. 1”
1.7 Miles (One Construction Package)

Street Name	From	To	District
Lincoln Ave.	Geer Rd.	Monroe Ave.	1
Monroe Avenue	N. Center St.	Palm St.	1
Wolfe Ave.	N. Center St.	E. Canal Dr.	1
N. Thor St.	Wolfe Ave.	E. Canal Dr.	1
N. Center St.	E. Main St.	Monroe Ave.	1
Myrtle St.	Bell St.	N. Berkeley Ave.	1
Colorado Ave.	E. Marshall St.	E. Canal Dr.	1
S. Broadway Ave.	B St.	D St.	2



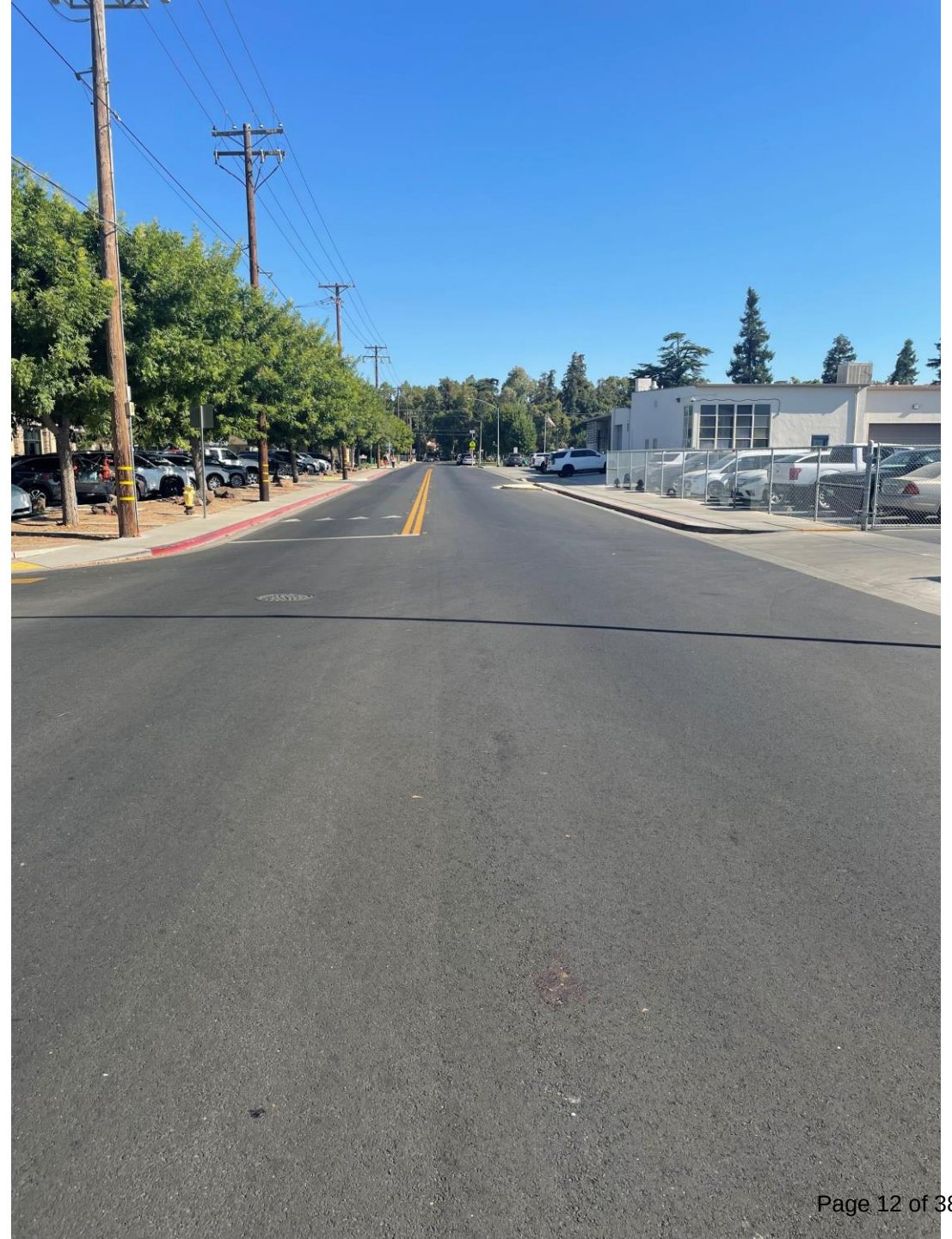
City Project 23-033 “Siegfried Task Order No. 1)
1.2 Miles (Developed as One Construction Package)

Street Name	From	To	District
Columbia Ave.	Lander Ave.	West Ave. South	2
Lane St.	High St.	Castor St.	2
S. Beech St.	W. Main St.	South End	2
S. Laurel St.	Columbia St.	Vermont Ave.	2
Farr St.	W. Main St.	Castor St.	2



Status of Task Order No. 1 Projects

Project	Design Task Order Approval	Advertisement for Bids	Award of Bid	Award Amount	Status
23-031 Bid Package 1	4/25/2023	4/2/2024	5/14/2024	\$ 1,314,374.00	Close-out
23-031 Bid Package 2	4/25/2023	4/4/2024	5/14/2024	\$ 3,532,407.00	Close-out
23-032	4/25/2023	4/10/2024	5/14/2024	\$ 4,408,821.45	Close-out
23-033	4/25/2023	4/8/2024	5/14/2024	\$ 2,927,141.00	Pending S. Laurel St. Paving



N. Quincy Road (Looking south from Mission Street)







Monroe Ave. (Looking east at N. Palm St. Intersection)

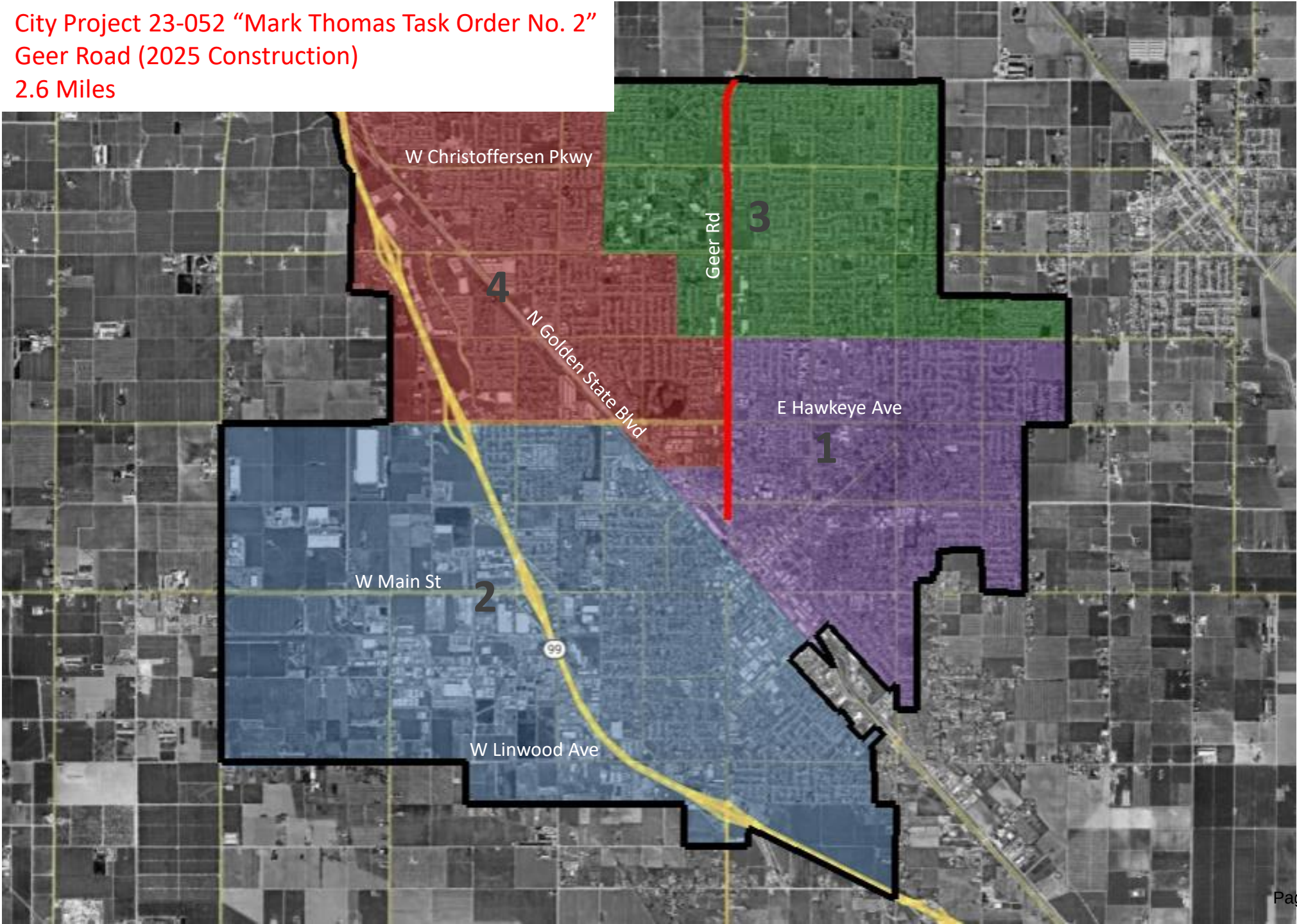








City Project 23-052 “Mark Thomas Task Order No. 2”
Geer Road (2025 Construction)
2.6 Miles

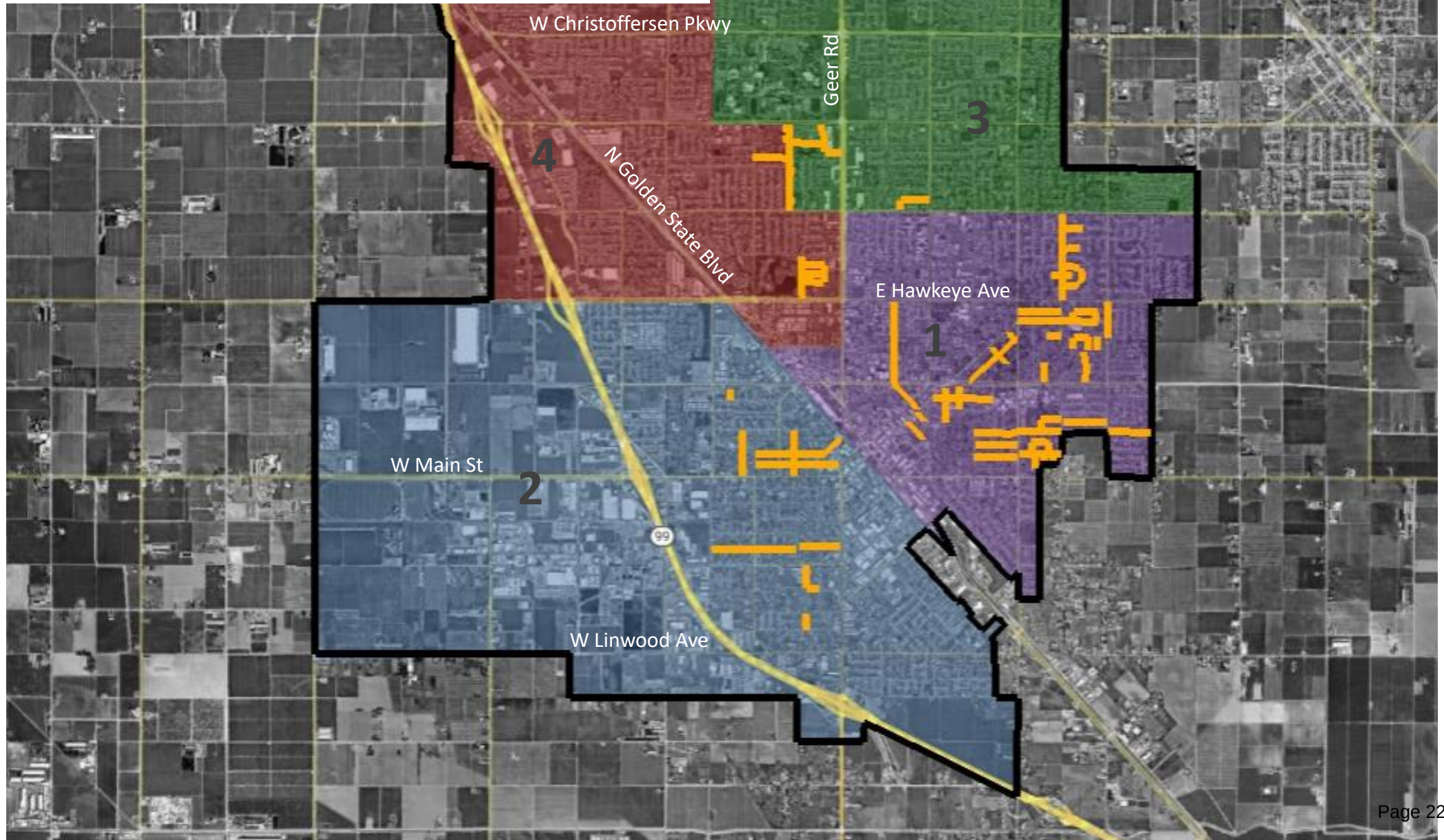


STATUS OF GEER ROAD DESIGN

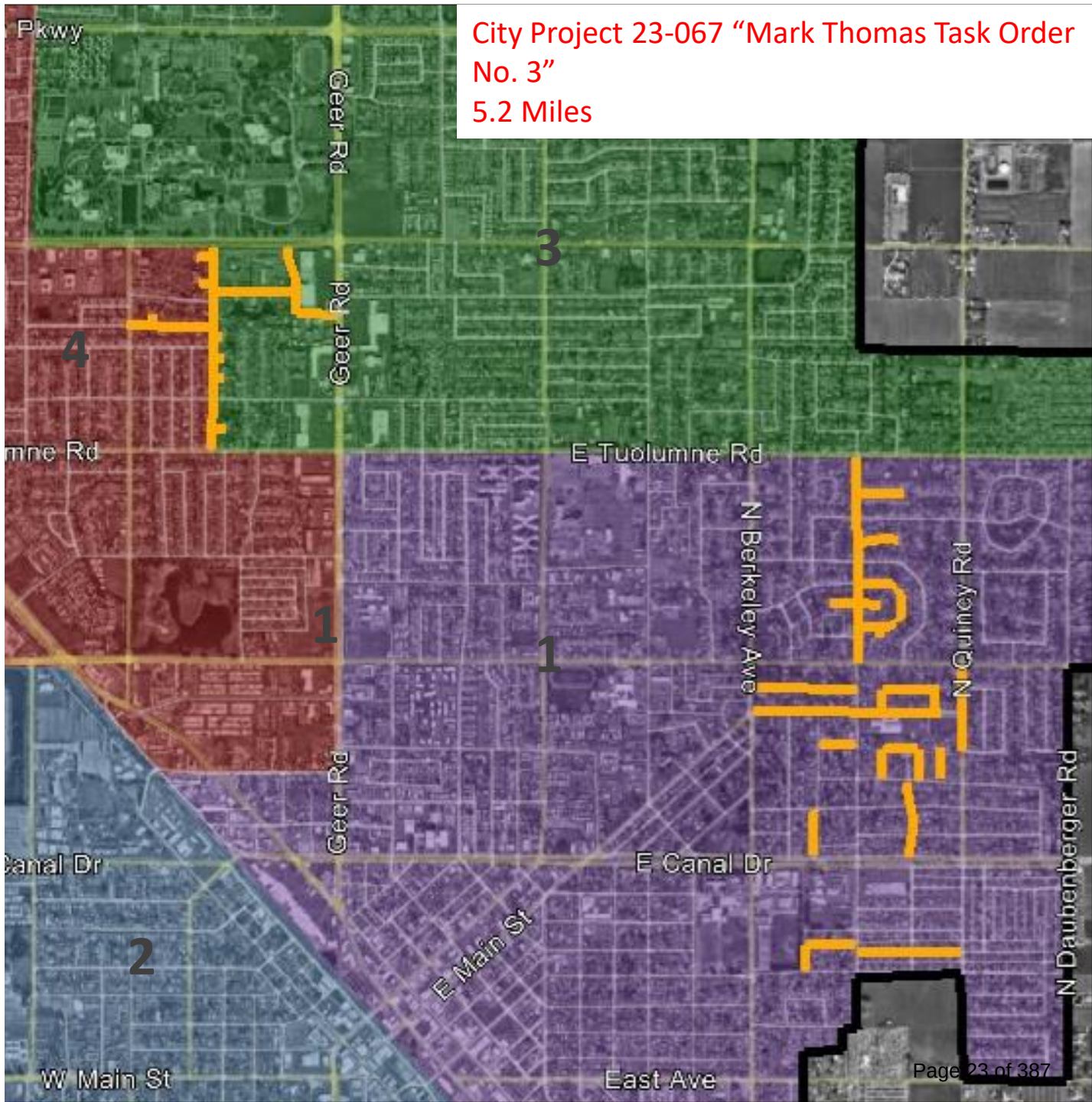
- PG&E continues working on their gas lines ahead of the Roads Program construction work.
- We held a public information meeting last year on 4/17/2024 and made a presentation to the Council on 5/28/2024.
- Design Plans are in roughly 90% design stage and we will be scheduling a second public information meeting and making a second Council presentation.
- We were granted a total of \$4.8 million in Surface Transportation Block Grant (STBG) funding; Federal funding will become available after October 1, 2025.
- Working with Caltrans on Environmental Clearance
- Once we have received environmental clearance, ROW Certification, and Utility Relocation Certification from Caltrans all project funding is in place, we will ask the Council for authorization to advertise for bids.
- Project will be constructed in two phases: GSB to Monte Vista; Monte Vista to Taylor.
- First phase includes coordination with TUSD on a Bus Turnout
- Second phase involves coordination with Stan State on a bike lane along their campus.

Mark Thomas Task Order No. 3 Provost & Pritchard and Siegfried Task Orders No. 2

- Mark Thomas Task Order No. 3
 - Provost & Pritchard and Siegfried Task Orders No. 2
- 12.8 Miles (Construction through 2026)
Council Approval 2/27/2024

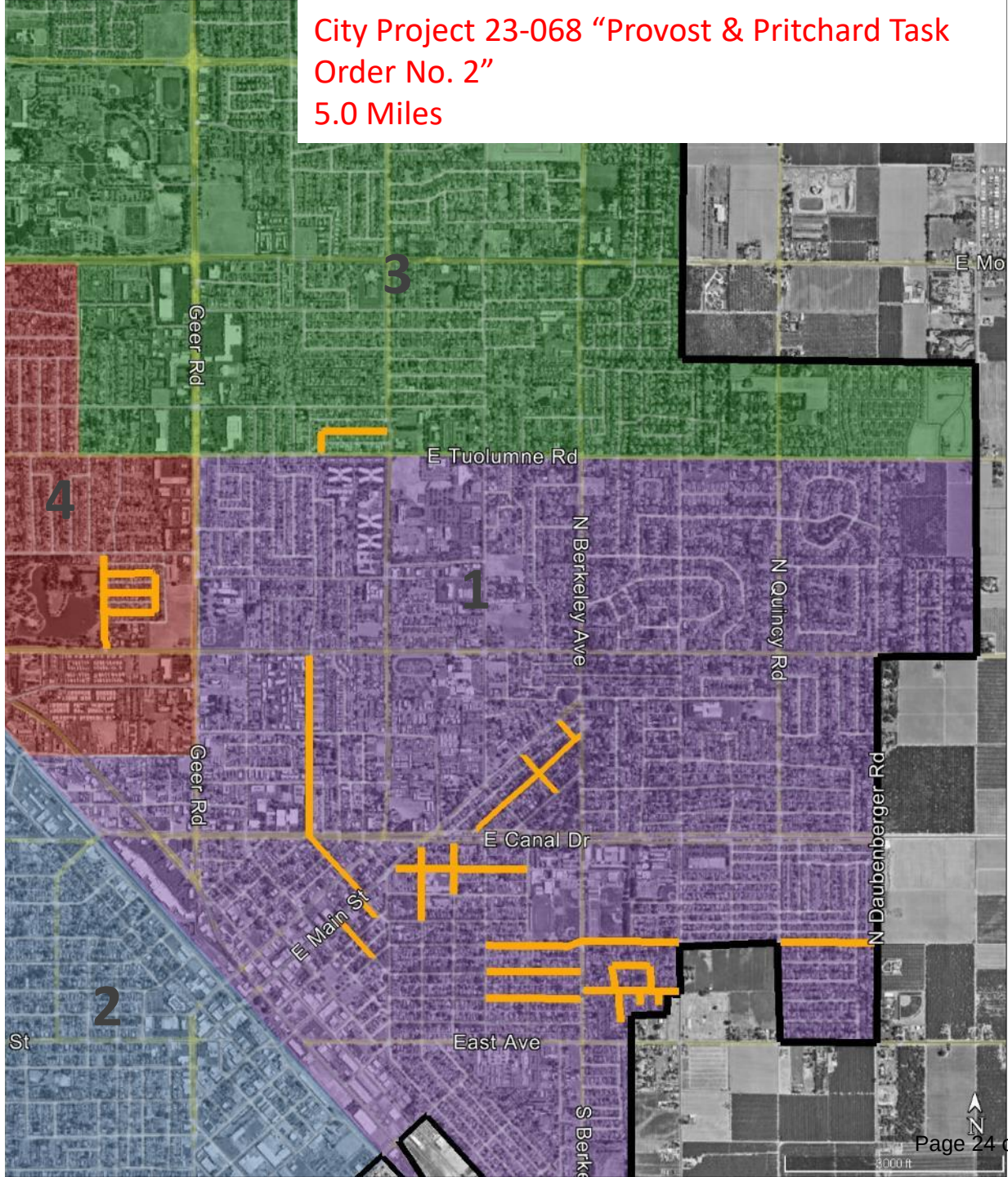


Street Name	From	To	PCI	Length (ft)	District
N. Johnson Rd.	E. Hawkeye Ave.	Hammond Dr.	5	433.00	1
	Hammond Dr.	Sconyers Ct.	28	1,092.00	1
	Sconyers Ct.	E. Tuolumne Ave.	37	1,112.00	1
Hammond Dr.	N. Johnson Rd.	1740 Hammond Dr.	0	570.00	1
	1740 Hammond Dr.	N. Johnson Rd.	71	878.00	1
Stuart Pl.	South End	Hammond Dr.	13	154.00	1
Ashley Ct.	West End	N. Johnson Rd.	77	351.00	1
Jackson Ct.	N. Johnson Rd.	East End	83	328.00	1
Sconyers Ct.	N. Johnson Rd.	East End	68	574.00	1
N. Quincy Rd.	Marie Dr.	E. Hawkeye Ave.	25	1,115.00	1
Linn Ct.	Mira Flores Dr.	North End	27	436.00	1
La Sombra Ct.	Mira Flores Dr.	La Sombra Ct.	63	354.00	1
	La Sombra Ct.	La Sombra Ct.	37	443.00	1
	La Sombra Ct.	Mira Flores Dr.	29	380.00	1
Novo Dr.	E. Canal Dr.	Mira Flores Dr.	34	948.00	1
Arbor Wy.	N. Berkeley Ave.	Edward Dr.	24	482.00	1
	Edward Dr.	N. Johnson Rd.	4	873.00	1
	N. Johnson Rd.	Karen Wy.	13	289.00	1
	Karen Wy.	Heppner Wy.	26	705.00	1
	Heppner Wy.	N. Quincy Rd.	53	331.00	1
Karen Wy.	Arbor Wy.	Christine Wy.	69	259.00	1
Christine Wy.	Karen Wy.	Heppner Wy.	56	692.00	1
Heppner Wy.	Arbor Wy.	Christine Wy.	82	262.00	1
California Ave.	N. Berkeley Ave.	N. Johnson Rd.	41	1,332.00	1
El Paseo Dr.	E. Canal Dr.	El Capitan Dr.	21	580.00	1
	El Capitan Dr.	Arbor Wy.	34	1,207.00	1
Linda Vista Dr.	El Paseo Dr.	N. Johnson Rd.	22	456.00	1
Zinfandel Ln.	N. Johnson Rd.	Old Vineyard Rd.	14	686.00	1
	Old Vineyard Rd.	N. Quincy Rd.	29	643.00	1
	N. Quincy Rd.	Corello St.	27	1,057.00	1
Charles Pl.	Wallace Street	N. Johnson Rd.	33	636.00	1
Wallace St.	E. Marshall St.	Charles Pl.	15	335.00	1
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)				27,298.00	

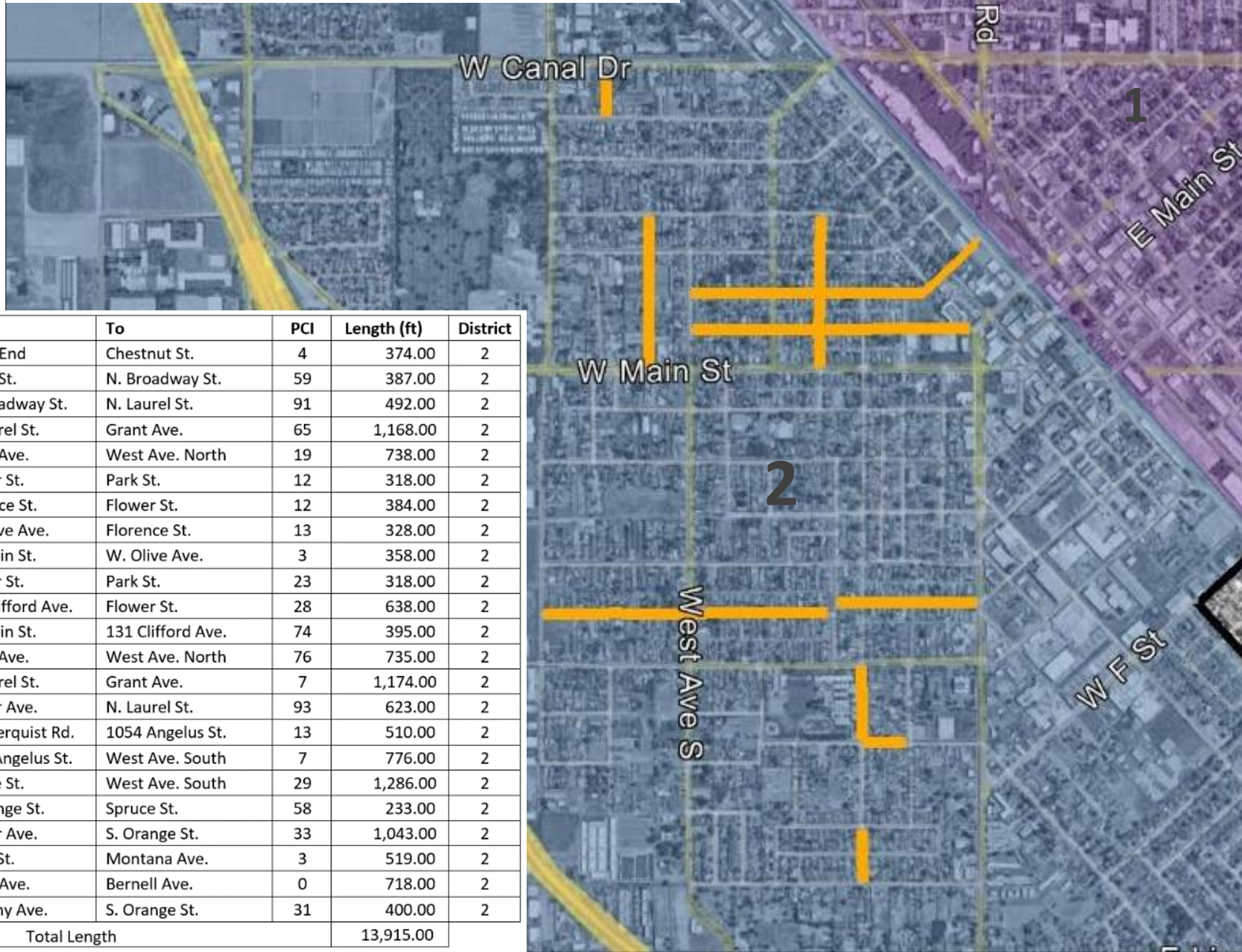


Provost & Pritchard Task Order No. 2

Street Name	From	To	PCI	Length (ft)	District
Rose St.	Cahill Ave.	Lyons Ave.	73	700.00	1
	Lyons Ave.	North End	15	279.00	1
Lyons Ave.	E. Main St.	Colorado Ave.	27	1,807.00	1
Oak St.	Cooper Ave.	Lyons Ave.	28	364.00	1
	Lyons Ave.	173' S. of E. Canal Dr.	20	171.00	1
	173' S. of E. Canal Dr.	E. Canal Dr.	90	173.00	1
E. Marshall St.	Bell St.	Colorado Ave.	19	575.00	1
	Colorado Ave.	N. Berkeley Ave.	16	741.00	1
	N. Berkeley Ave.	N. Johnson Rd.	14	1,348.00	1
	N. Quincy Rd.	N. Daubenberger Rd.	26	1,312.00	1
Sycamore St.	Bell St.	Colorado Ave.	12	590.00	1
	Colorado Ave.	N. Berkeley Ave.	16	708.00	1
Merritt St.	Bell St.	Colorado Ave.	51	584.00	1
	Colorado Ave.	N. Berkeley Ave.	14	722.00	1
	N. Berkeley Ave.	N. Johnson Rd.	24	1,302.00	1
Villa Ct.	Merritt St.	Merritt St.	28	1,135.00	1
Elena Ct.	South End	Merritt St.	18	446.00	1
Andrews Ct.	South End	Merritt St.	31	200.00	1
Fairvale Ct.	South End	Merritt St.	29	197.00	1
N. Denair Ave.	E. Main St.	E. Olive Ave.	56	364.00	1
	E. Olive Ave.	Mitchell Ave.	15	367.00	1
	Mitchell Ave.	E. Canal Dr.	39	282.00	1
	E. Canal Dr.	Starr Ave.	19	735.00	1
	Starr Ave.	Wayside Dr.	15	663.00	1
	Wayside Dr.	E. Hawkeye Ave.	17	1,125.00	1
S. Denair Ave.	E. Main St.	Crane Ave.	0	341.00	1
Hamilton St.	E. Main St.	Crane Ave.	10	361.00	1
	Crane Ave.	Marshall St.	21	361.00	1
Sierra St.	E. Canal Dr.	Colorado Ave.	19	489.00	1
	Colorado Ave.	Tahoe Dr.	17	669.00	1
	Tahoe Dr.	Shasta Dr.	10	669.00	1
	Shasta Dr.	N. Berkeley Ave.	73	89.00	1
Tahoe Dr.	E. Main St.	Sierra St.	26	354.00	1
	Sierra St.	Yosemite St.	13	351.00	1
Shasta St.	E. Main St.	Sierra St.	34	321.00	1
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				25,933.00	



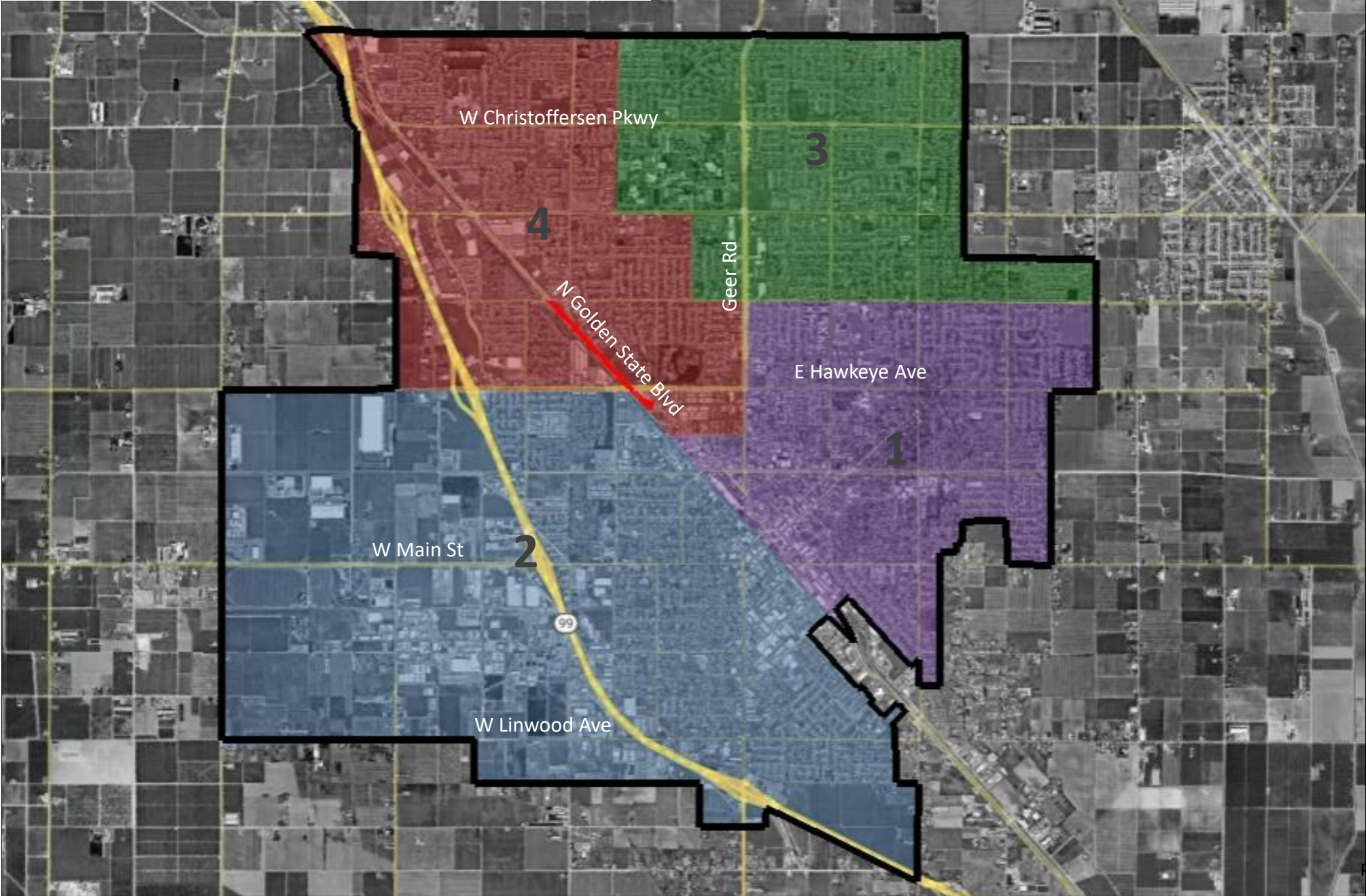
City Project 23-069 "Siegfried Task Order No. 2"
2.6 Miles



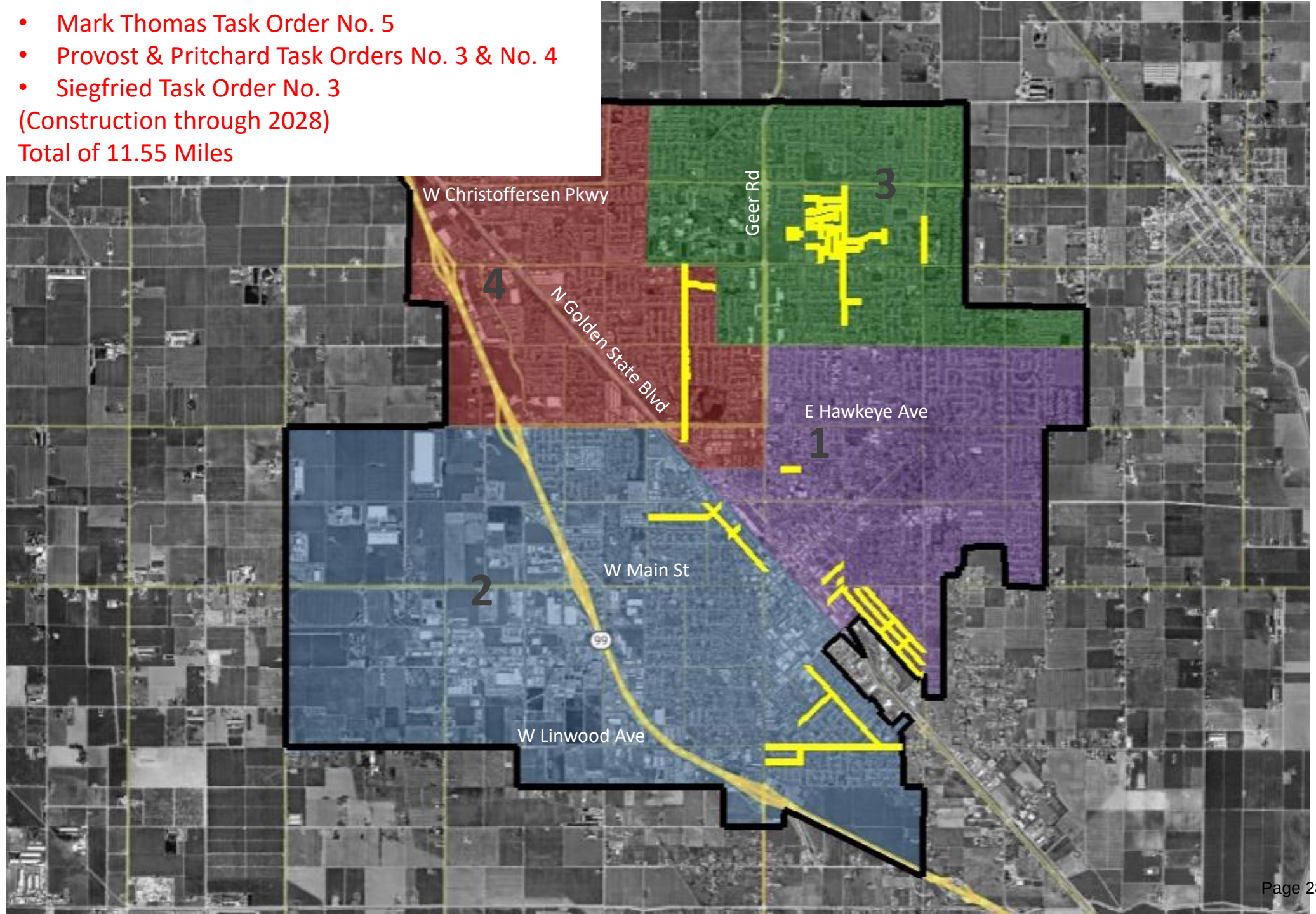
Street Name	From	To	PCI	Length (ft)	District
The Burl	North End	Chestnut St.	4	374.00	2
Florence St.	N. 1st St.	N. Broadway St.	59	387.00	2
	N. Broadway St.	N. Laurel St.	91	492.00	2
	N. Laurel St.	Grant Ave.	65	1,168.00	2
	Grant Ave.	West Ave. North	19	738.00	2
N. Beech St.	Flower St.	Park St.	12	318.00	2
	Florence St.	Flower St.	12	384.00	2
	W. Olive Ave.	Florence St.	13	328.00	2
	W. Main St.	W. Olive Ave.	3	358.00	2
Clifford Ave.	Flower St.	Park St.	23	318.00	2
	131 Clifford Ave.	Flower St.	28	638.00	2
	W. Main St.	131 Clifford Ave.	74	395.00	2
W. Olive Ave.	Grant Ave.	West Ave. North	76	735.00	2
	N. Laurel St.	Grant Ave.	7	1,174.00	2
	Lander Ave.	N. Laurel St.	93	623.00	2
Angelus St.	S. Soderquist Rd.	1054 Angelus St.	13	510.00	2
	1054 Angelus St.	West Ave. South	7	776.00	2
	Spruce St.	West Ave. South	29	1,286.00	2
	S. Orange St.	Spruce St.	58	233.00	2
	Lander Ave.	S. Orange St.	33	1,043.00	2
S. Orange St.	Lewis St.	Montana Ave.	3	519.00	2
	South Ave.	Bernell Ave.	0	718.00	2
Bernell Ave.	Bethany Ave.	S. Orange St.	31	400.00	2
Total Length				13,915.00	

Status of Task Order No. 2 Projects

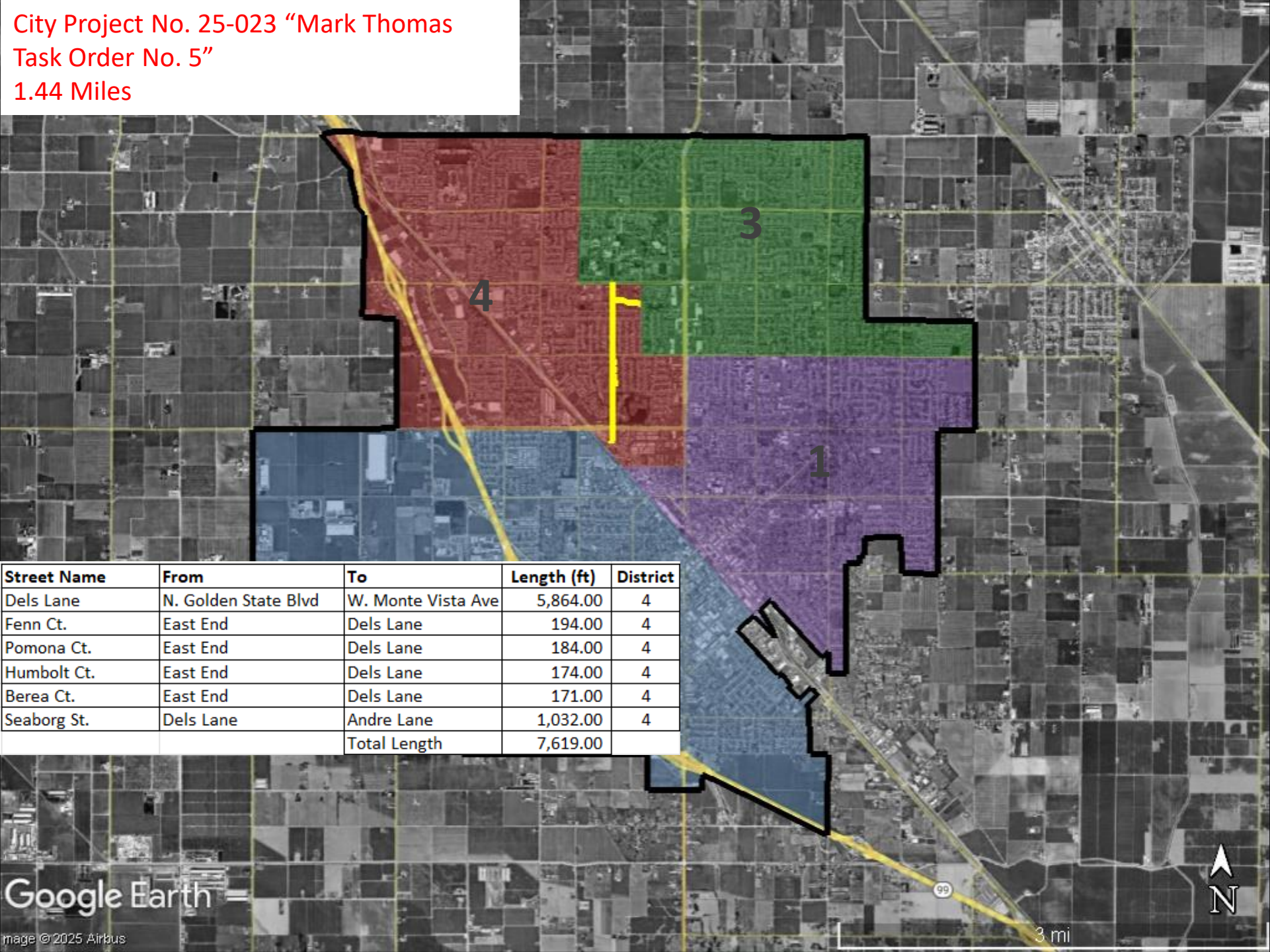
Project	Design Task Order Approval	Advertisement for Bids	Award of Bid	Award Amount	Status
23-067 Bid Package 1	2/27/2024	1/15/2025	2/25/2025	\$ 3,219,411.30	Close-out
23-067 Bid Package 2	2/27/2024	3/14/2025	5/13/2025	\$ 2,728,590.66	In Construction
23-067 Bid Package3	2/27/2024	5/5/2025	6/10/2025	\$ 8,025,215.00	In Construction
23-068 Bid Package 1	2/27/2024	12/20/2024	2/11/2025	\$ 1,670,859.13	Close-out
23-068 Bid Package 2	2/27/2024				Ready to Advertise
23-068 Bid Package3	2/27/2024				Ready to Advertise
23-069	2/27/2024	8/11/2025			Bidding Phase (\$7.5 Mill)



- Mark Thomas Task Order No. 5
 - Provost & Pritchard Task Orders No. 3 & No. 4
 - Siegfried Task Order No. 3
- (Construction through 2028)
Total of 11.55 Miles



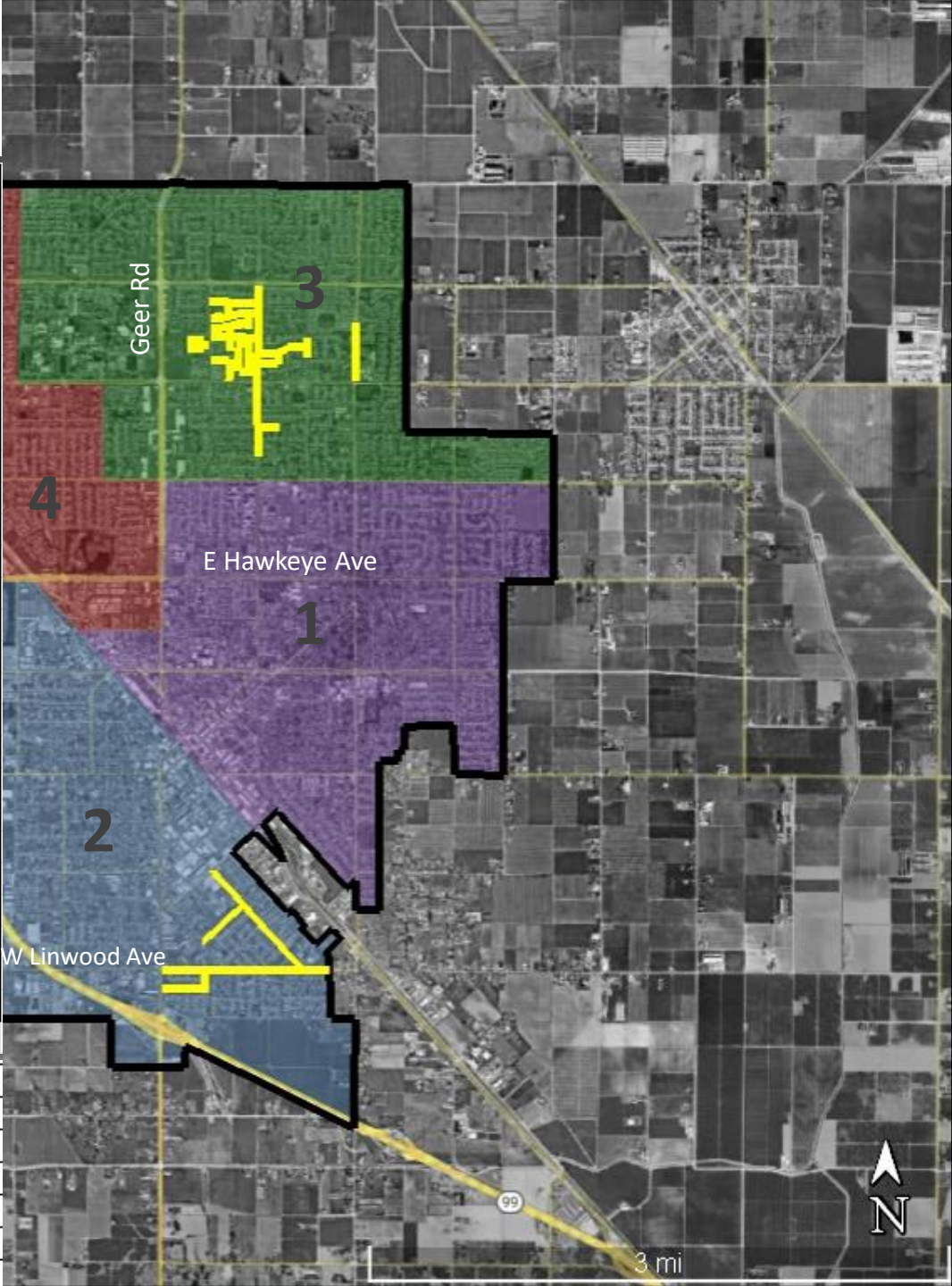
City Project No. 25-023 "Mark Thomas
Task Order No. 5"
1.44 Miles



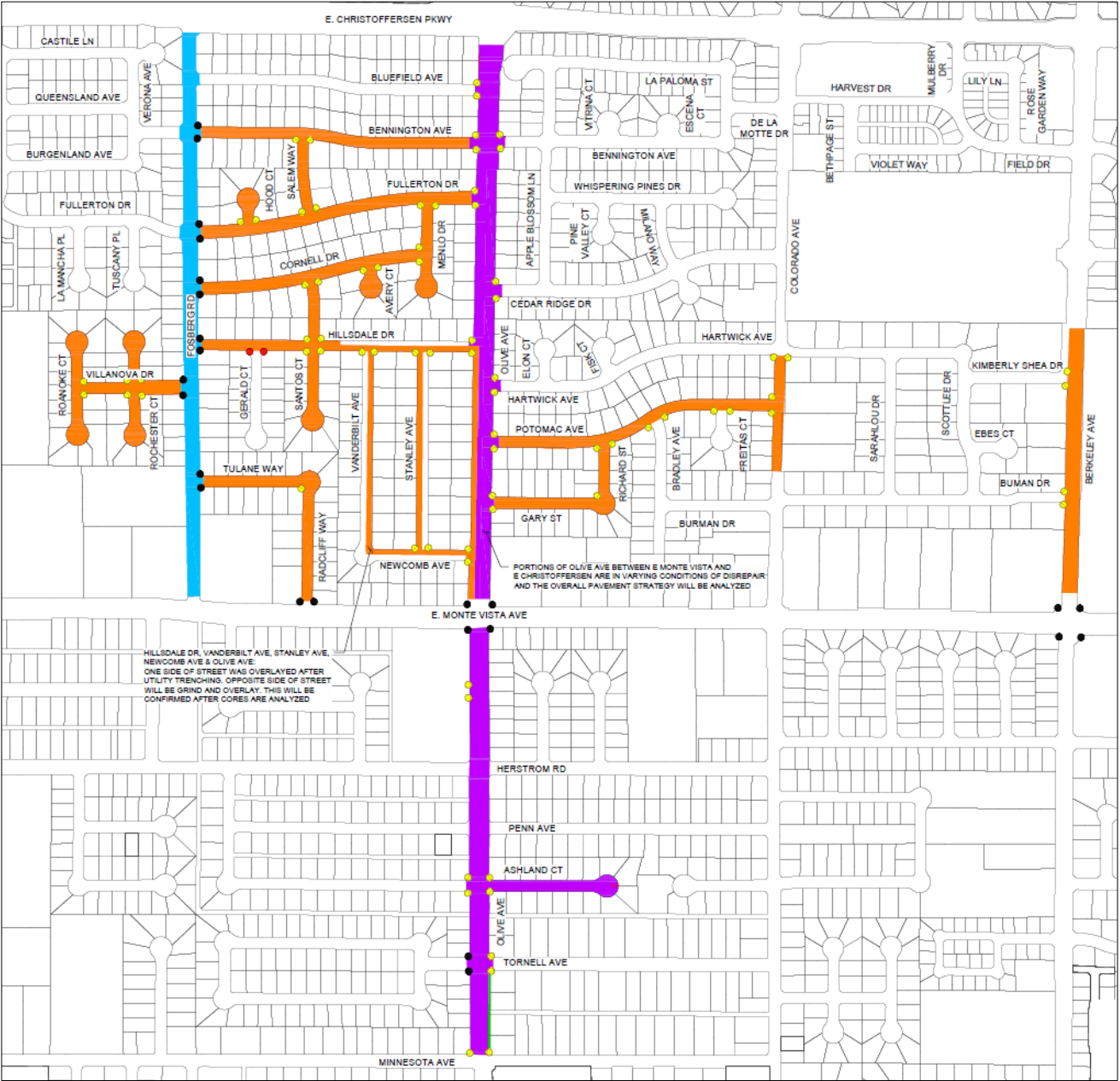
Provost & Pritchard
Task Order No. 3 - City Project No. 25-024; 3.96 Miles
Task Order No. 4 - City Project No. 25-025; 2.18 Miles

Street Name	From	To	Length (ft)	District
N. Olive Ave.	E. Minnesota Ave.	Christoffersen Pkwy.	4,727.00	3
Ashland Ct.	N. Olive Ave.	East End	617.00	3
Bennington Ave.	Fosberg Rd.	N. Olive Ave.	1,344.00	3
Salem Wy.	Fullerton Dr.	Bennington Ave.	361.00	3
Fullerton Dr.	Fosberg Rd.	N. Olive Ave.	1,311.00	3
Hood Ct.	Fullerton Dr.	North End	164.00	3
Cornell Dr.	Fosberg Rd.	Menlo Dr.	1,036.00	3
Avery Ct.	South End	Cornell Dr.	154.00	3
Santos St.	Hillsdale Dr.	Cornell Dr.	305.00	3
Menlo Dr.	Fullerton Dr.	South End	430.00	3
Hillsdale Dr.	Fosberg Rd.	N. Olive Ave.	1,270.00	3
Santos Ct.	South End	Hillsdale Dr.	374.00	3
Vanderbilt Ave.	Newcomb Ave.	Hillsdale Dr.	909.00	3
Stanley Ave.	Newcomb Ave.	Hillsdale Dr.	918.00	3
Newcomb Ave.	Vanderbilt Ave.	N. Olive Ave.	483.00	3
Tulane Wy.	Fosberg Rd.	Radcliffe Wy.	502.00	3
Radcliffe Wy.	E. Monte Vista Ave.	Tulane Wy.	548.00	3
Potomac Ave.	N. Olive Ave.	Colorado Ave.	1,333.00	3
Gary St.	N. Olive Ave.	Richard St.	512.00	3
Richard St.	Gary St.	Potomac Ave.	269.00	3
Colorado Ave.	Hartwick Ave.	3371 Colorado Ave.	243.00	3
N. Berkeley Ave.	E. Monte Vista Ave.	Chandler Dr.	1,673.00	3
Villanova Dr.	Roanoke Ct.	Fosberg Rd.	482.00	3
Roanoke Ct.	South End	North End	482.00	3
Glenville Ct.	Villanova Dr.	North End	233.00	3
Rochester Ct.	South End	Villanova Dr.	246.00	3
Total Length			20,926.00	

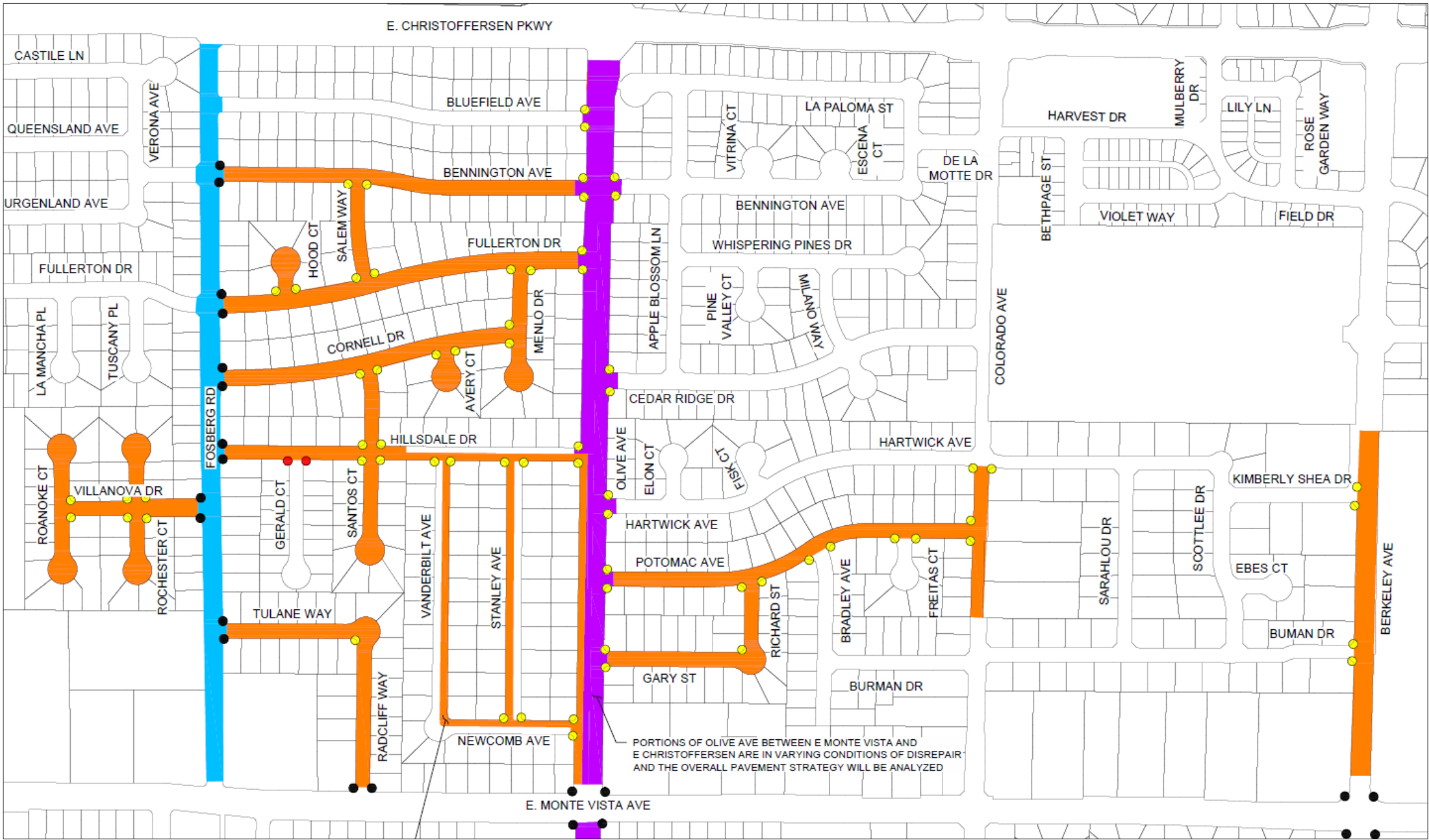
Street Name	From	To	Length (ft)	District
E. Linwood Ave.	Lander Ave.	County Line	4,668.00	2
Rosewood Dr.	Lander Ave.	Baywood Ln.	1,151.00	2
Baywood Ln.	E. Linwood Ave.	1785 Baywood Ln.	614.00	2
5th St.	E. Linwood Ave.	W. F St.	3,593.00	2
Rockwood Ave.	5th St.	9th St.	1,492.00	2
Total Length			11,518.00	



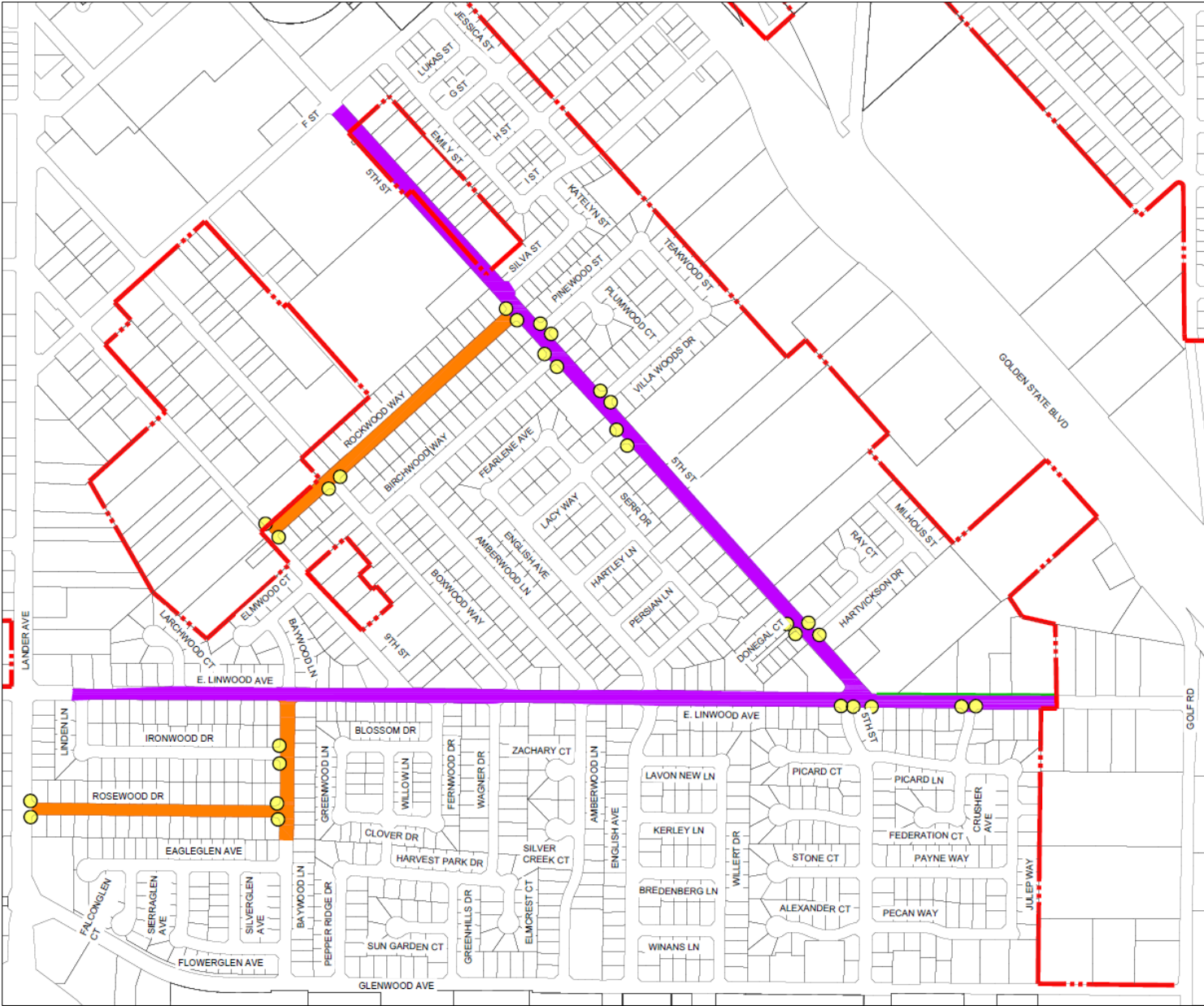
City Project No. 25-024 “Provost & Pritchard Task Order No. 3”



City Project No. 25-024 “Provost & Pritchard Task Order No. 3”

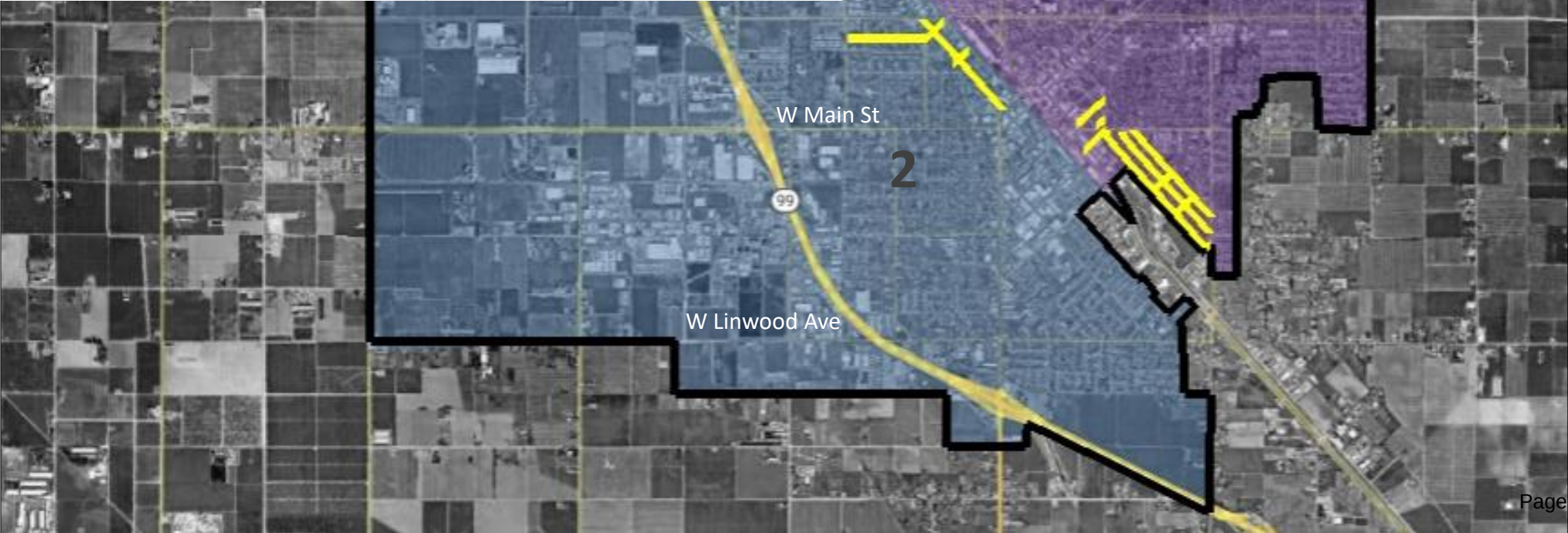


City Project No. 25-025 “Provost & Pritchard Task Order No. 4”



Siegfried Task Order No. 3
City Contract No. 2023-111
City Project No. 25-026; 3.97 Miles

Street Name	From	To	Length (ft)	District
N. Broadway Ave.	W. Olive Ave.	W. Canal Dr.	3,459.00	2
Orchard St.	N. 1st St.	SW End	544.00	2
Race St.	S. Thor St.	Minaret Ave.	321.00	1
Mill St.	S. Center St.	Minaret Ave.	981.00	1
Bel Air Ct.	West End	East End	712.00	1
Alpha Rd.	East Ave.	S. Berkeley Ave.	2,890.00	1
S. Rose St.	Rose St.	S. Berkeley Ave.	3,423.00	1
S. Minaret Ave.	Minerva St.	Little St.	3,939.00	1
Cottonwood St.	S. Minaret Ave.	Alpha Rd.	558.00	1
Alfreda St.	S. Minaret Ave.	Alpha Rd.	587.00	1
Little St.	S. Minaret Ave.	S. Berkeley Ave.	157.00	1
Minerva St.	S. Golden State Blvd.	Minaret Ave.	784.00	1
Chestnut St.	N. Soderquist Rd.	N. 1st St.	2,618.00	2
Total Length			20,973.00	

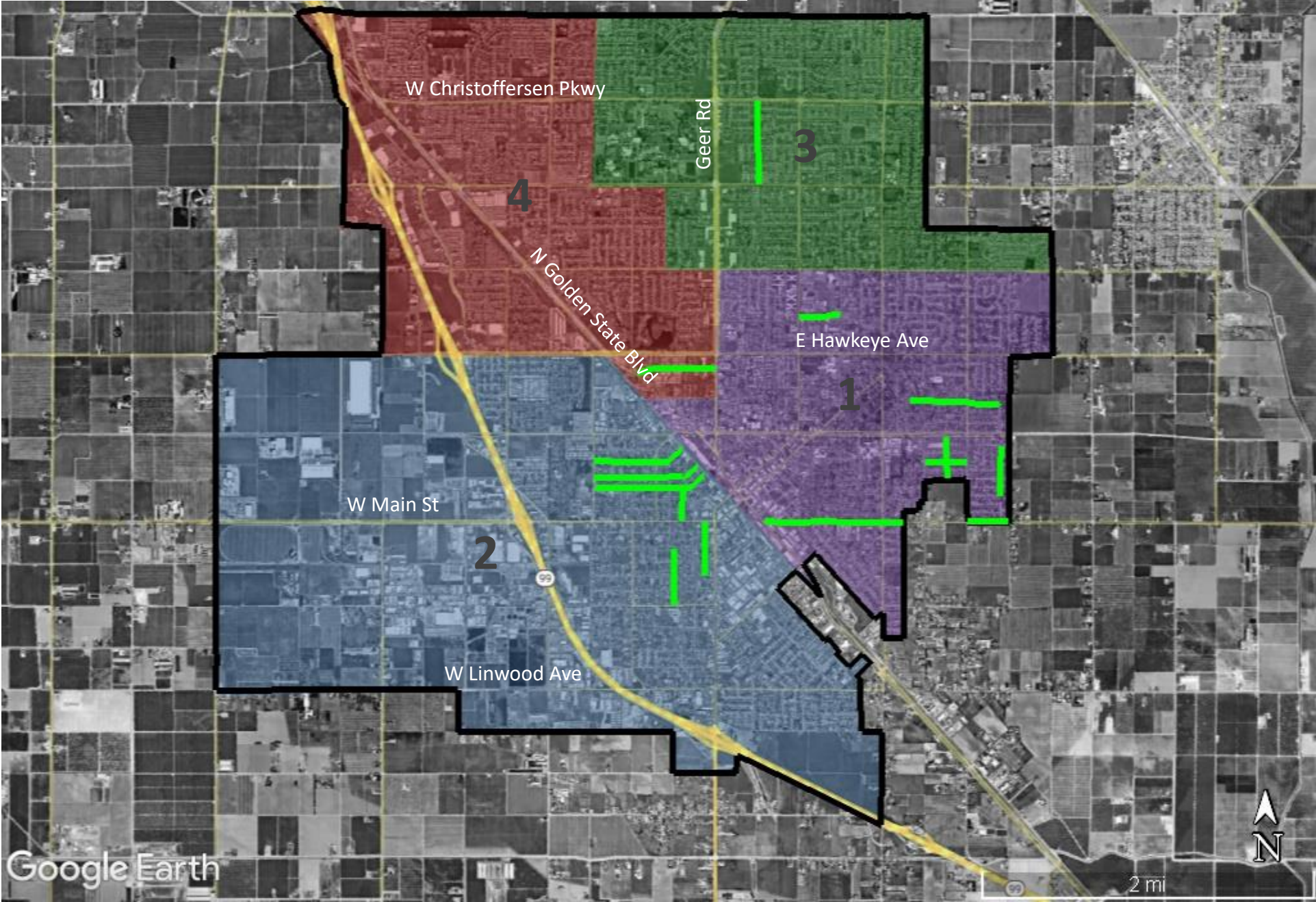


UPCOMING CONSTRUCTION PROJECTS

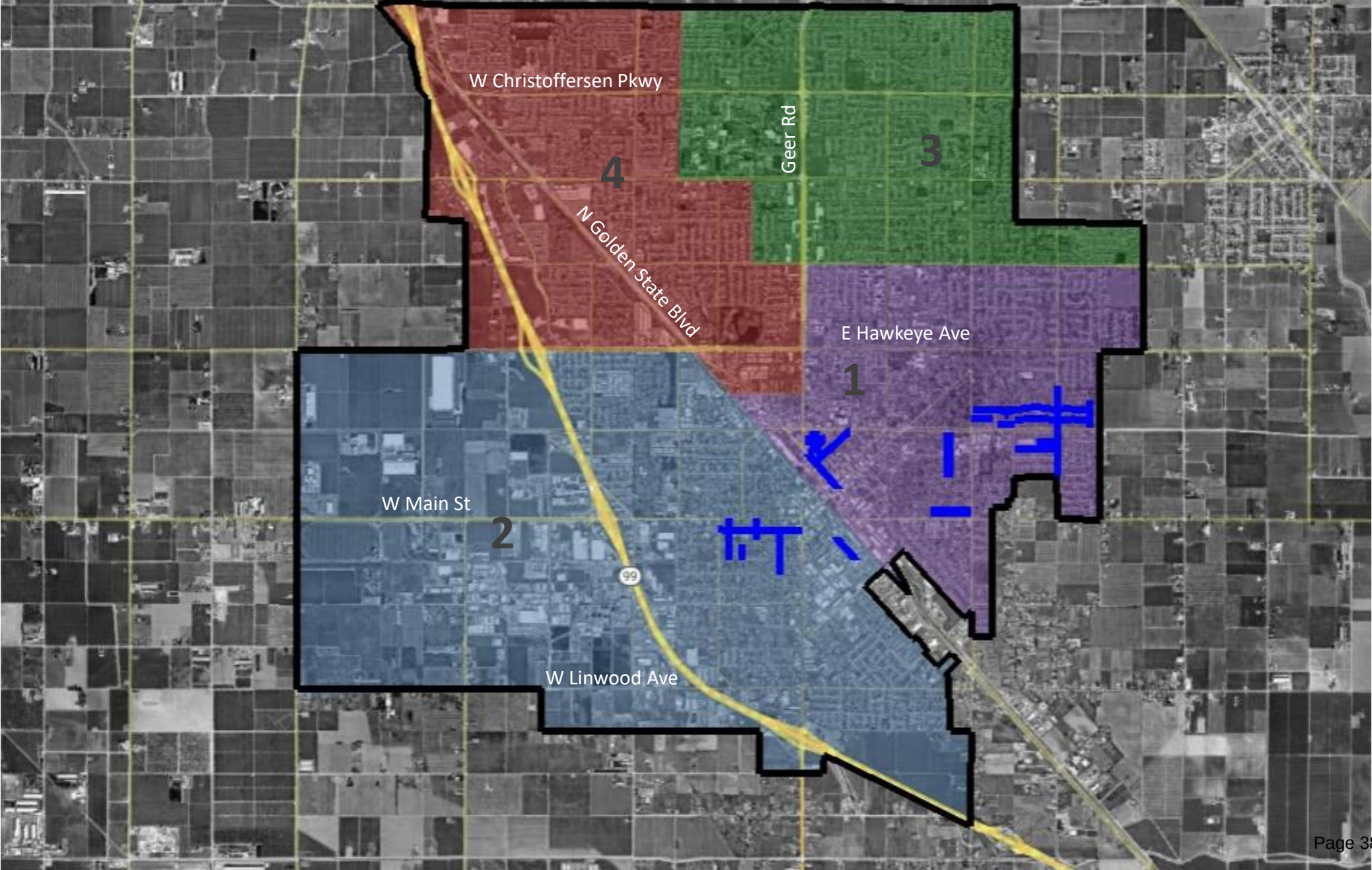
- City Project 23-068 Bid Package 2 (E. Marshall Ave., Merritt St.)
- City Project 23-068 Bid Package 3 (N. Denair Ave., Lyons Ave.)
- Geer Road
- E. Linwood Avenue
- Dels Lane
- N. Olive Avenue

ROADS PROGRAM CIP PROJECTS TO DATE

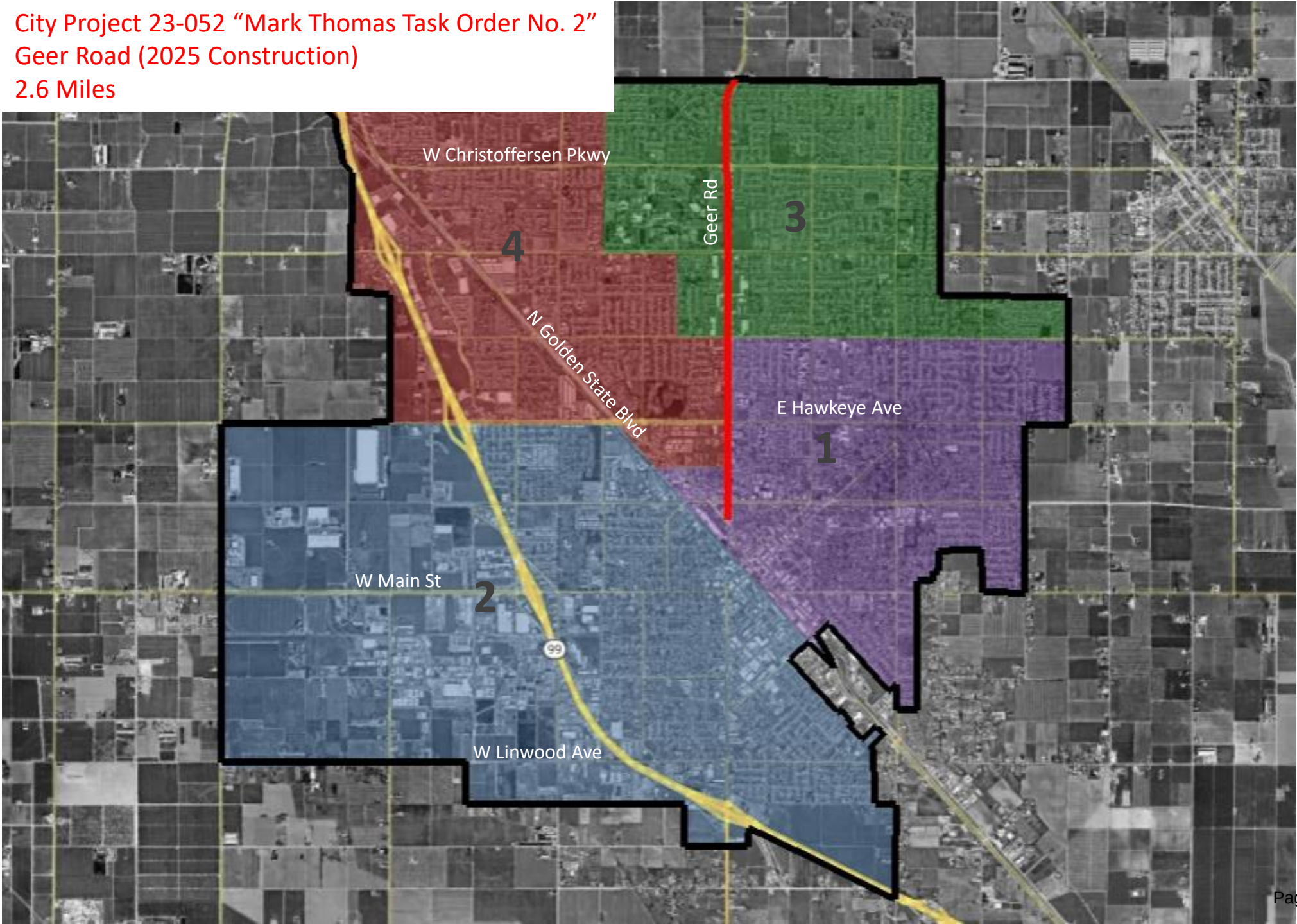
City Project 22-001 "15 Streets Project" (2023 Construction)
5.9 Miles



Design Task Orders No. 1 (2024 Construction)
22 Streets; Total of 5.4 Miles

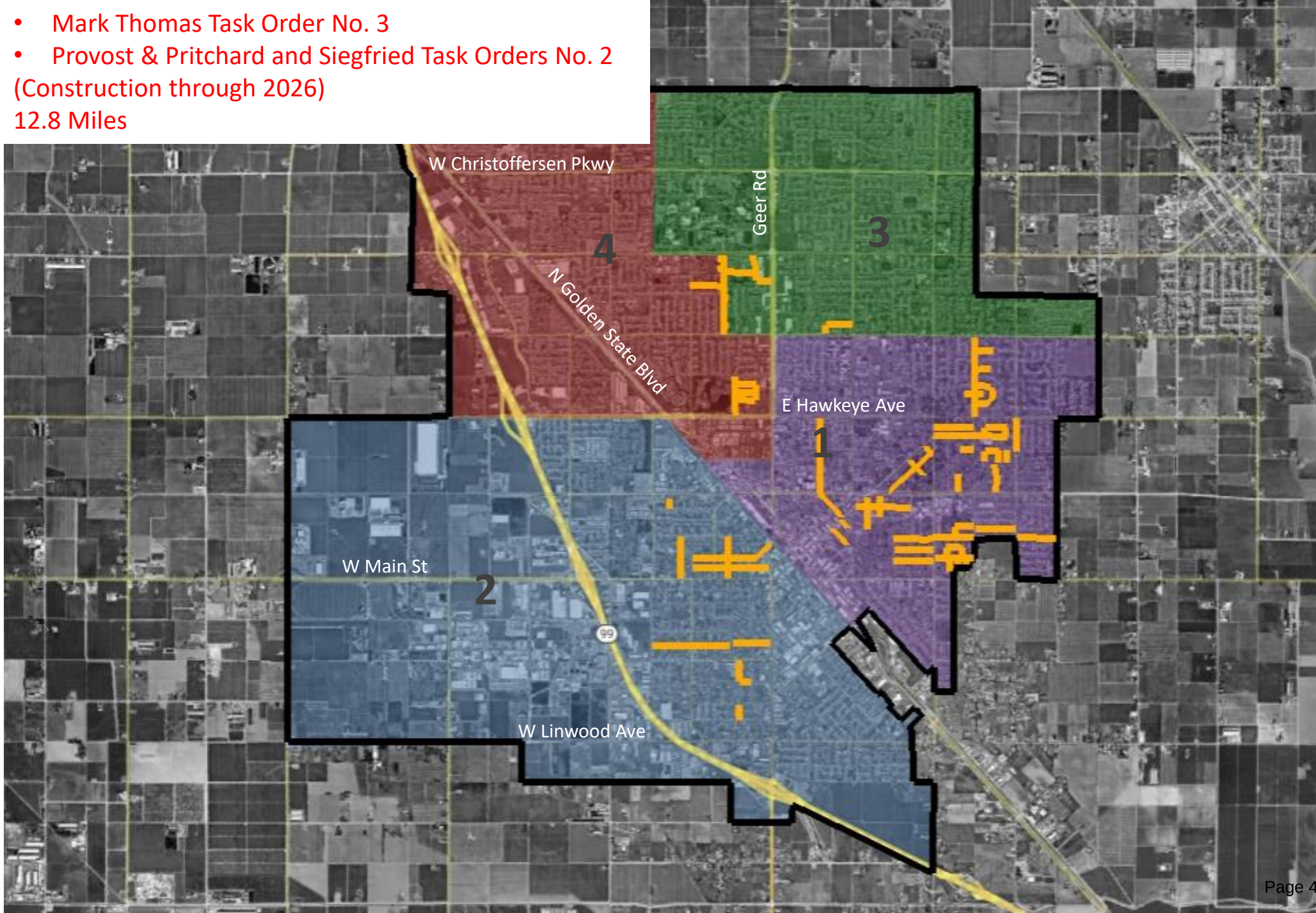


City Project 23-052 “Mark Thomas Task Order No. 2”
Geer Road (2025 Construction)
2.6 Miles

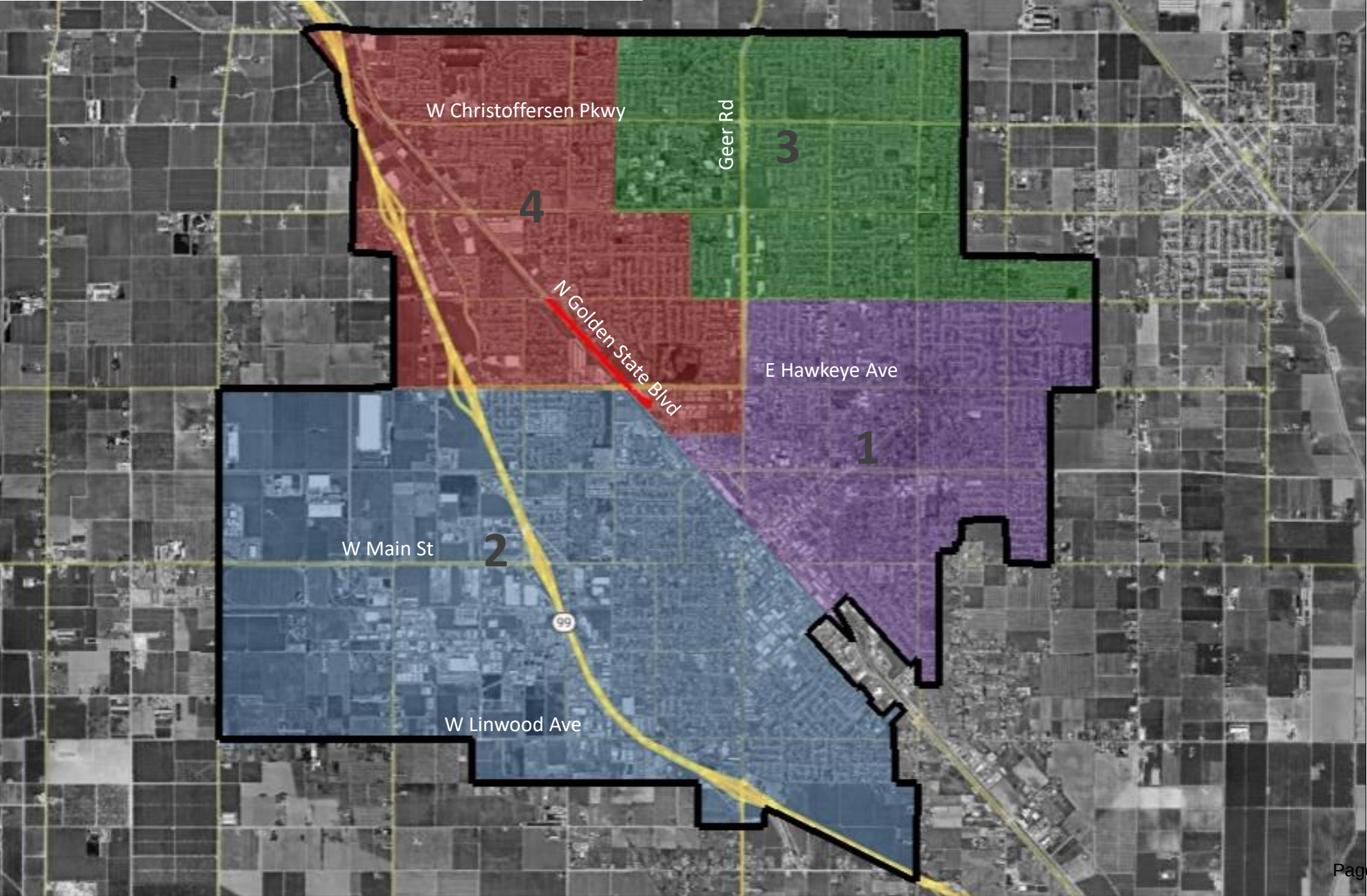


Mark Thomas Task Order No. 3
Provost & Pritchard and Siegfried Task Orders No. 2

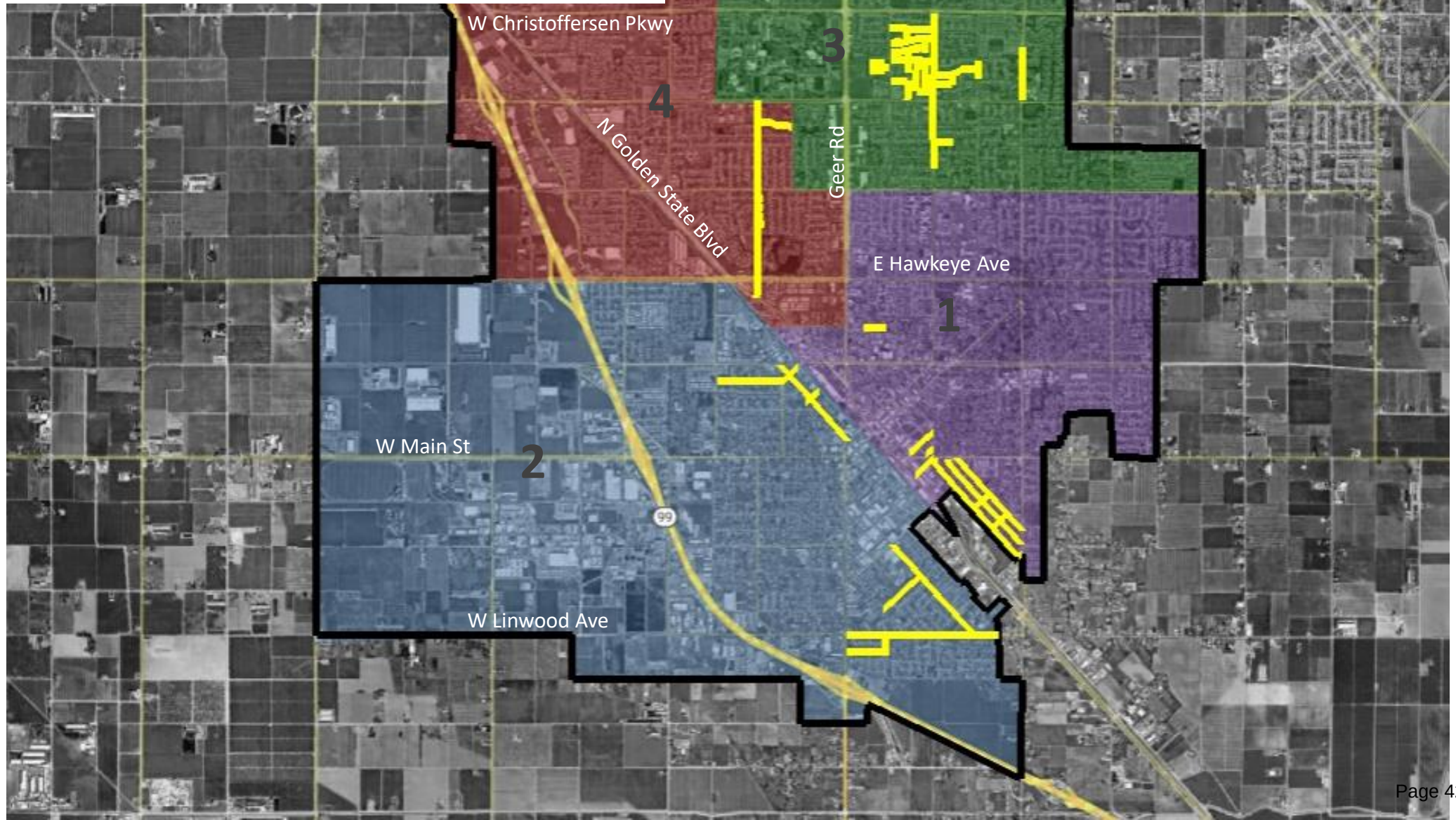
- Mark Thomas Task Order No. 3
 - Provost & Pritchard and Siegfried Task Orders No. 2 (Construction through 2026)
- 12.8 Miles



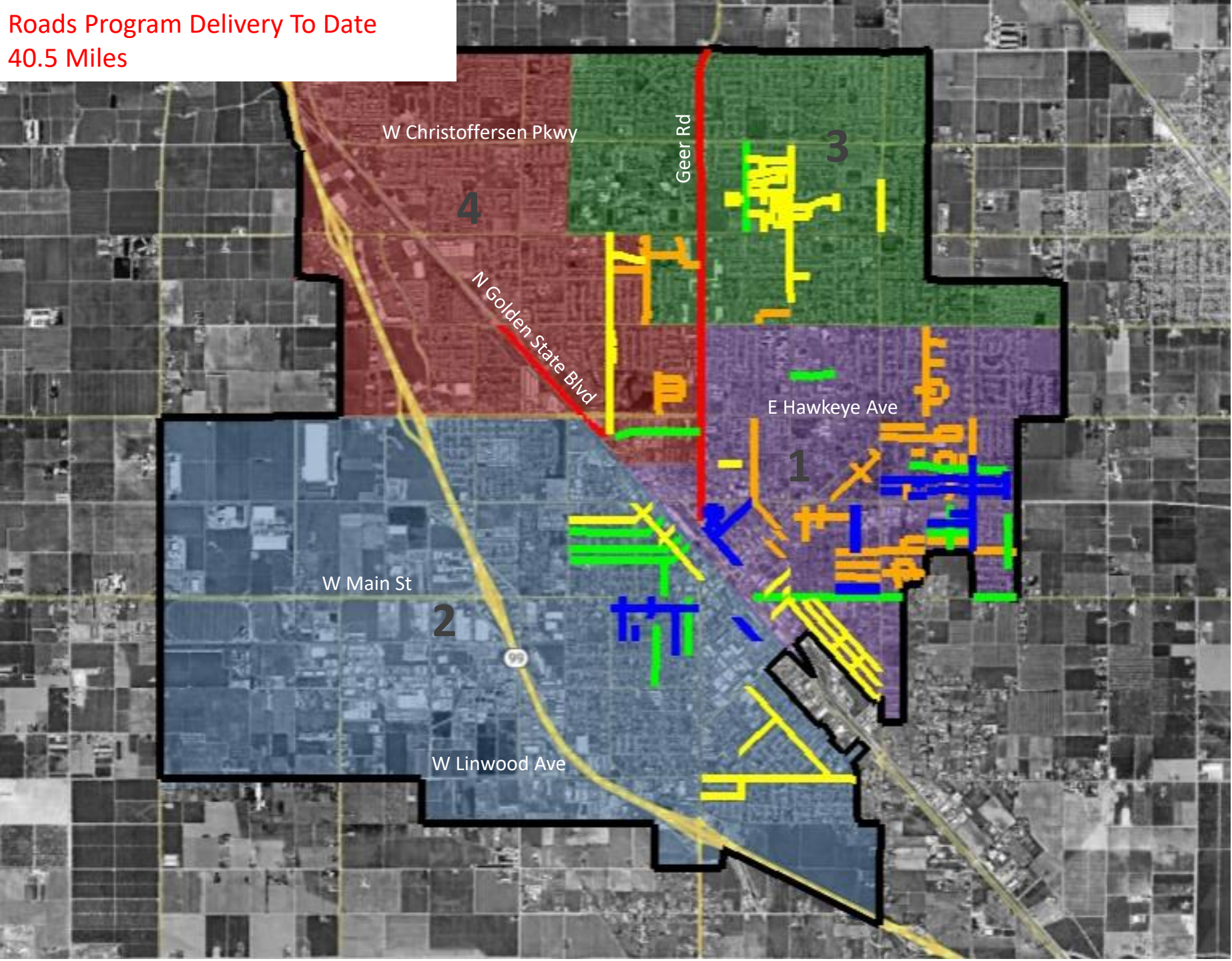
City Project 23-041 "Mark Thomas Task Order No. 4
1.1 Miles



- Mark Thomas Task Order No. 5
 - Provost & Pritchard Task Orders No. 3 & No. 4
 - Siegfried Task Order No. 3
- (Construction through 2028)
Total of 11.55 Miles

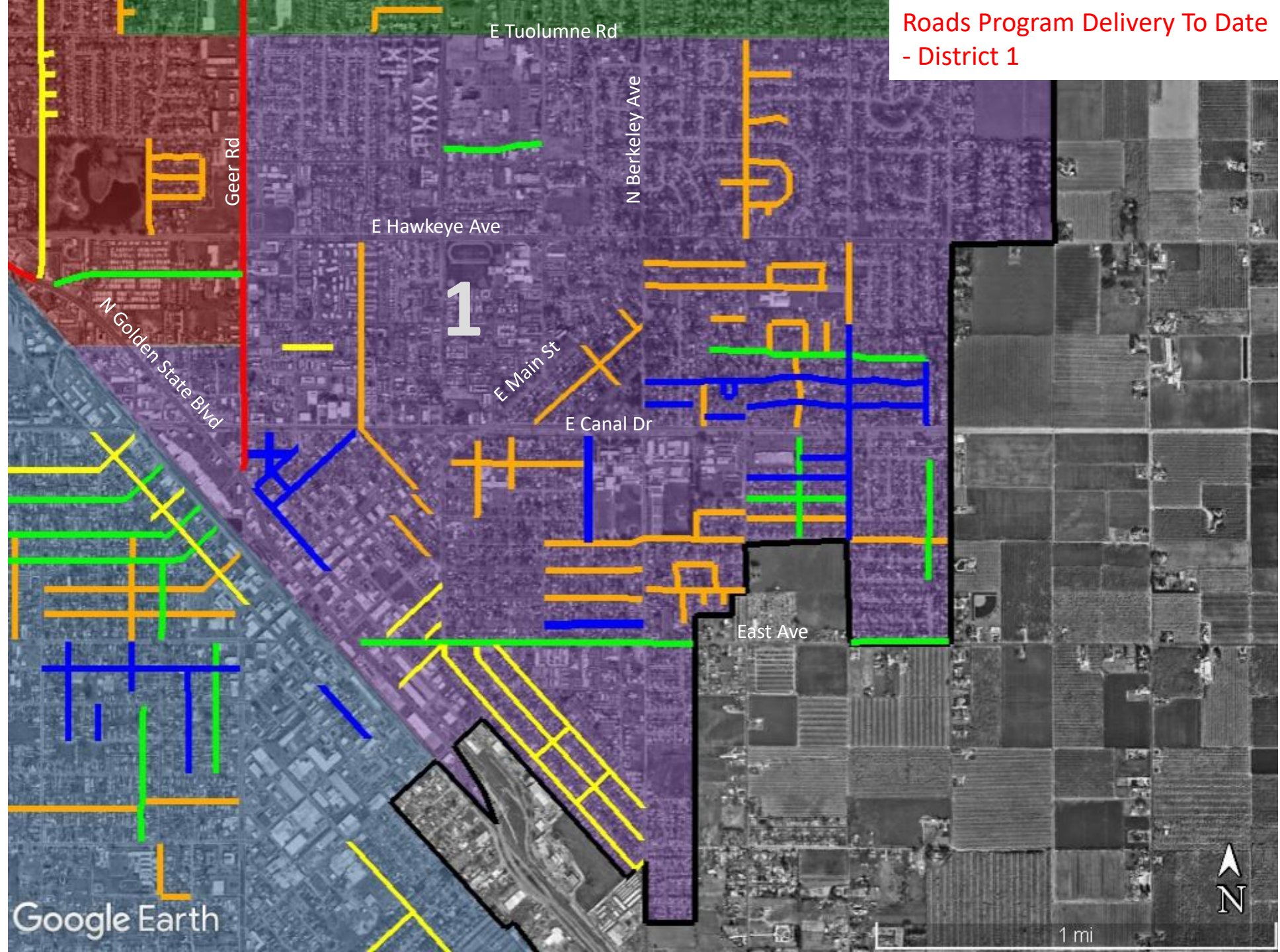


Roads Program Delivery To Date
40.5 Miles

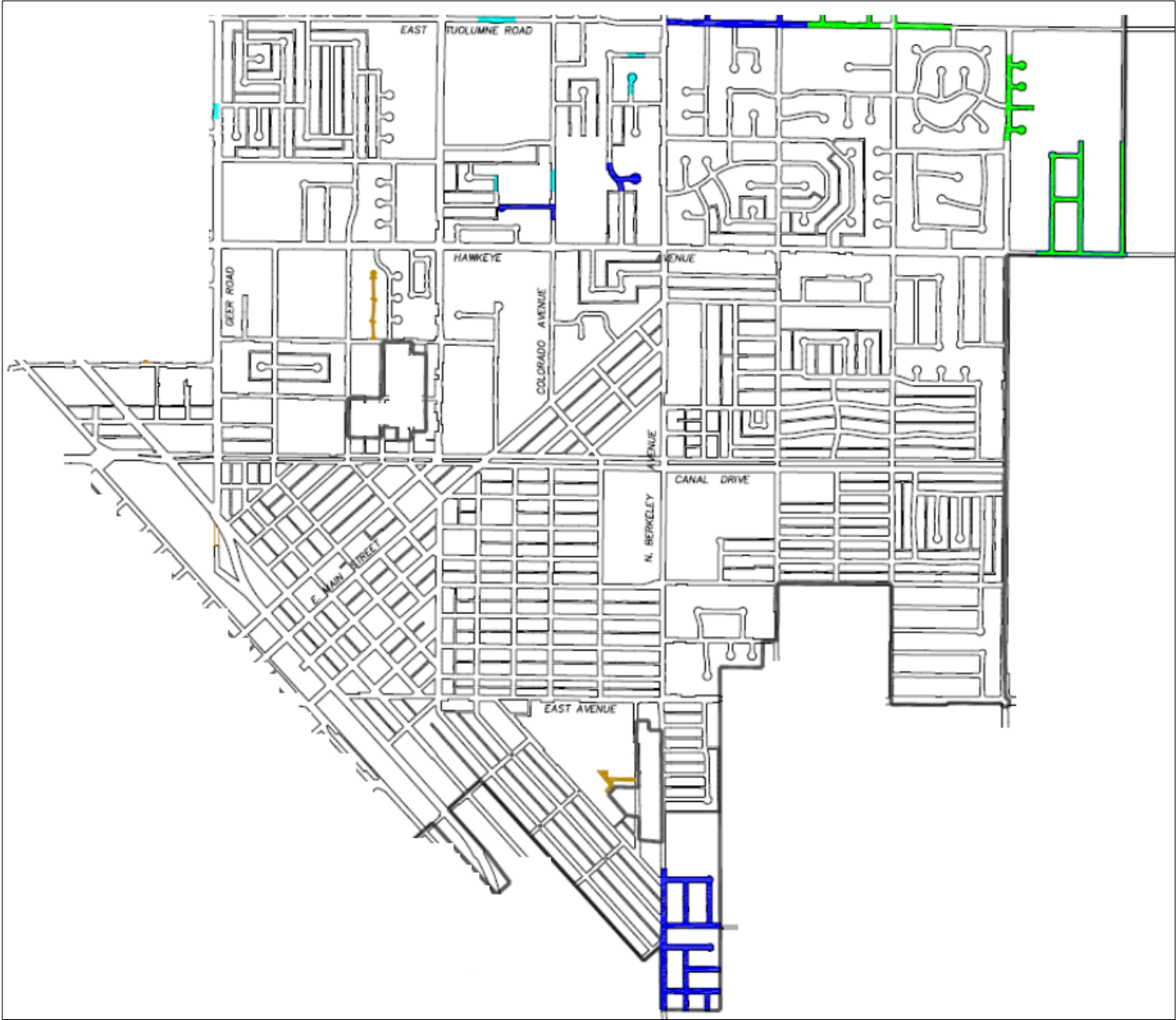


Delivery/Backlog by Roadway Classification

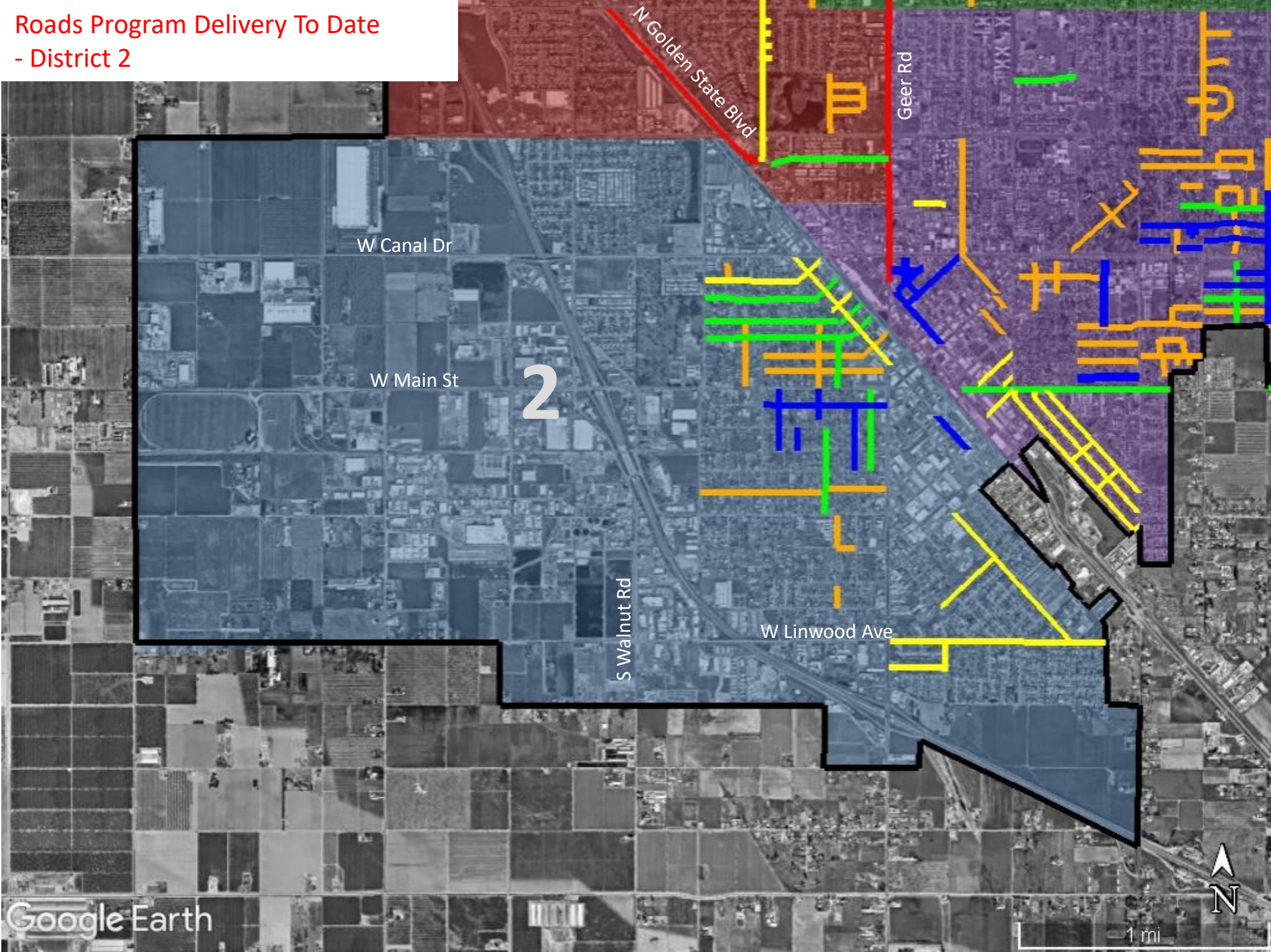
Roadway Classification	Centerline Miles	Constructed/ In Construction	Backlog
Arterial	4.83	1.13	3.7
Collector	11.75	4.47	7.28
Residential	23.92	15.49	8.43
TOTAL	40.5	21.09	19.41



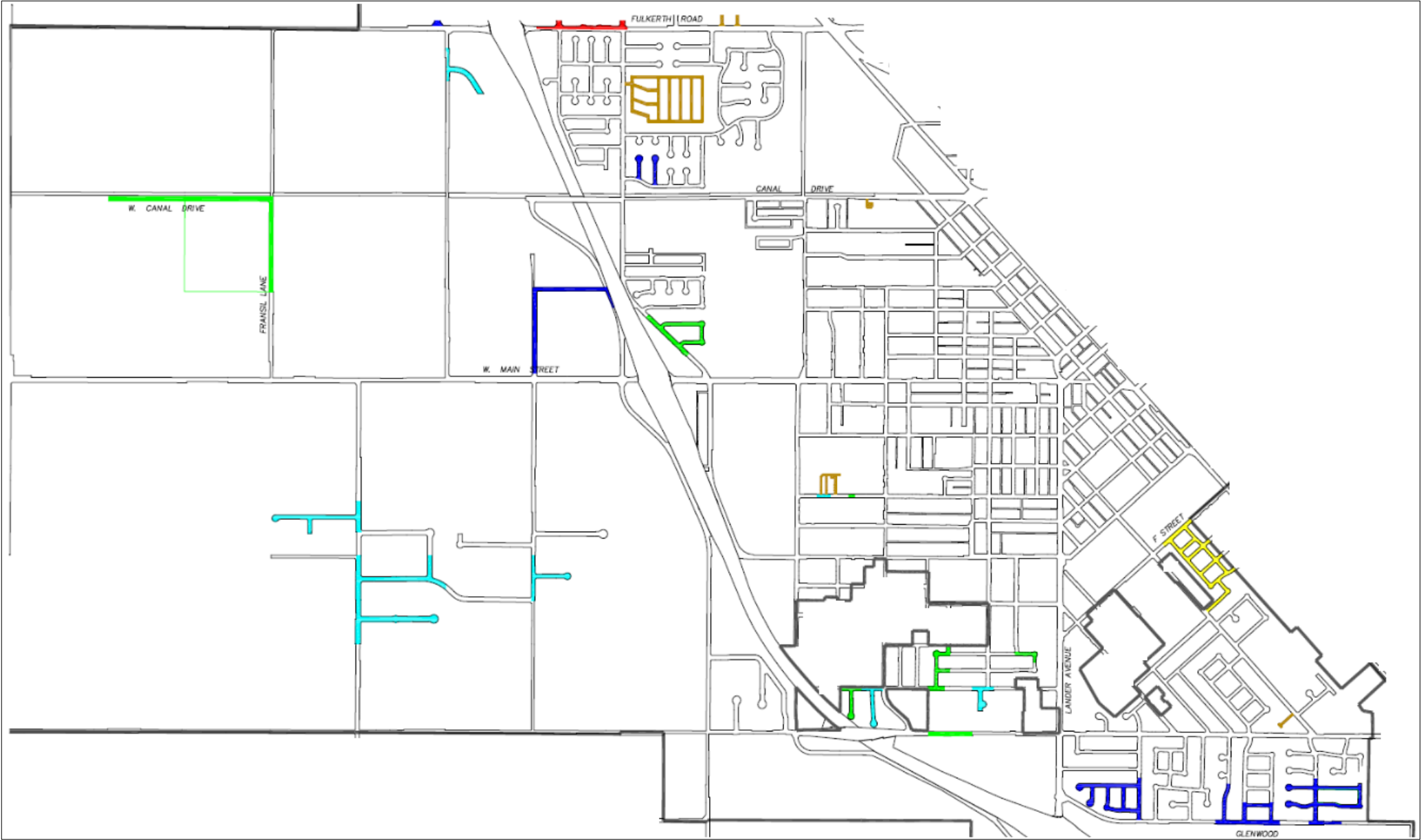
Assessment District Streets in District 1

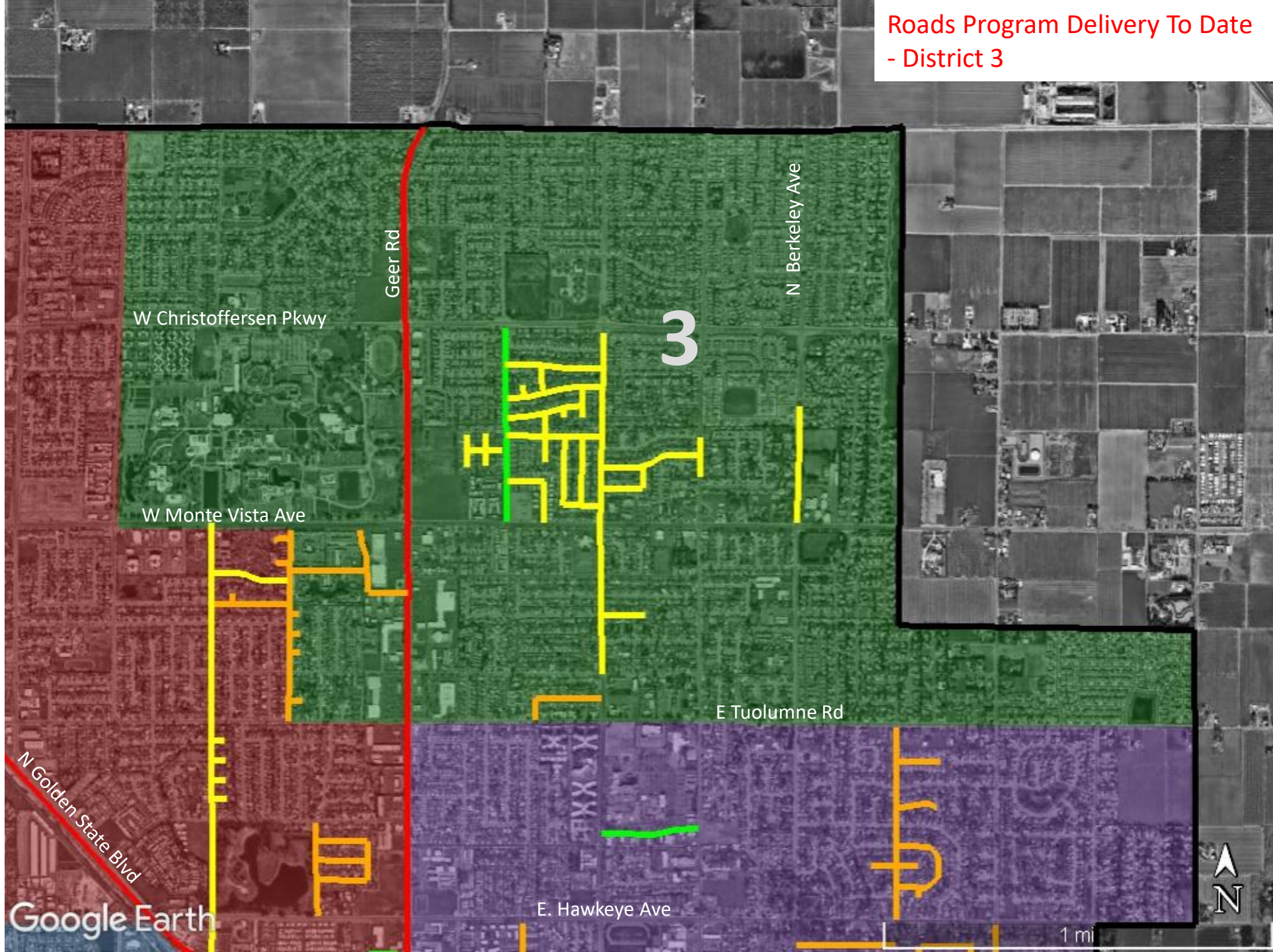


Roads Program Delivery To Date
- District 2

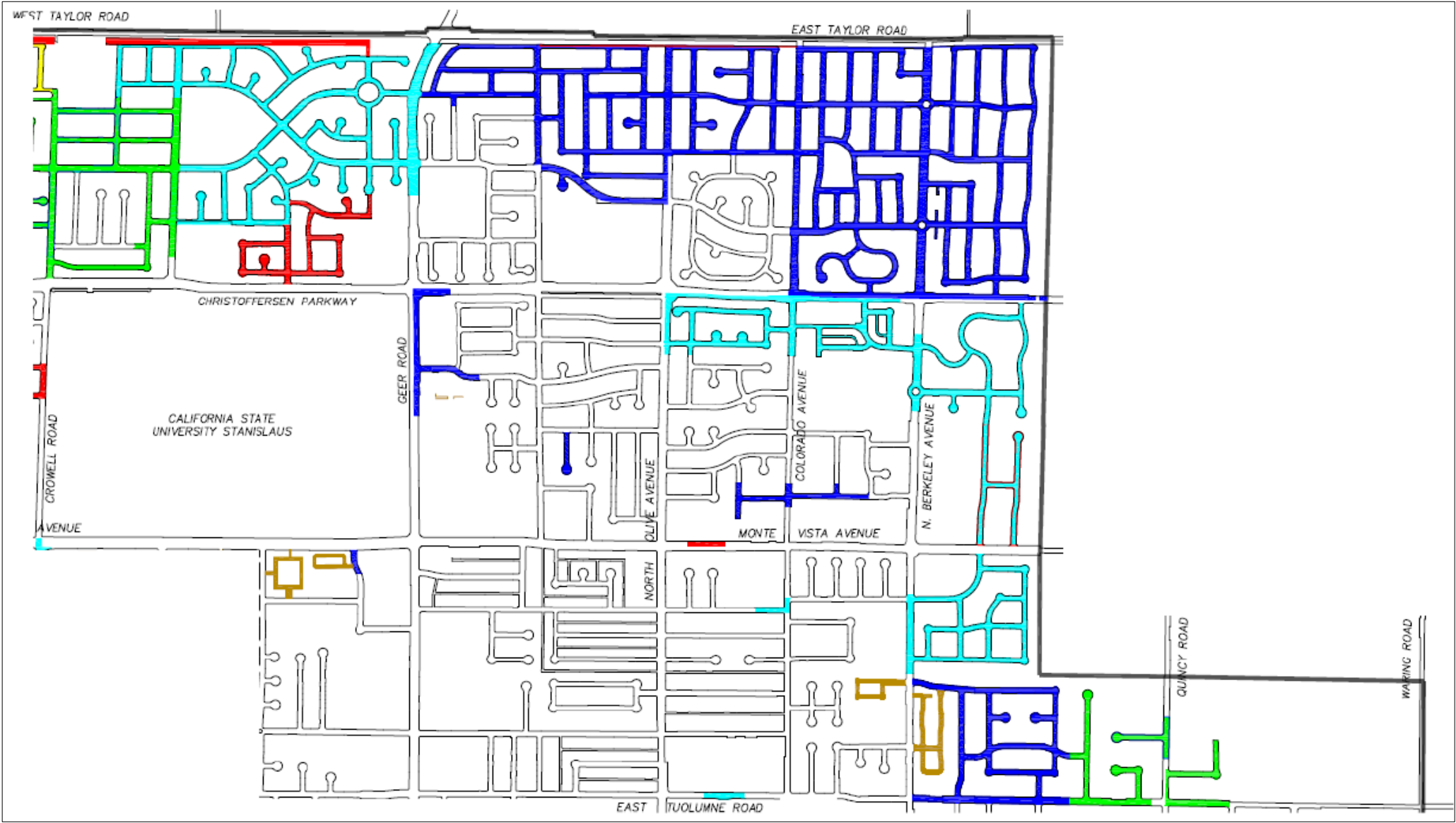


Assessment District Streets in District 2

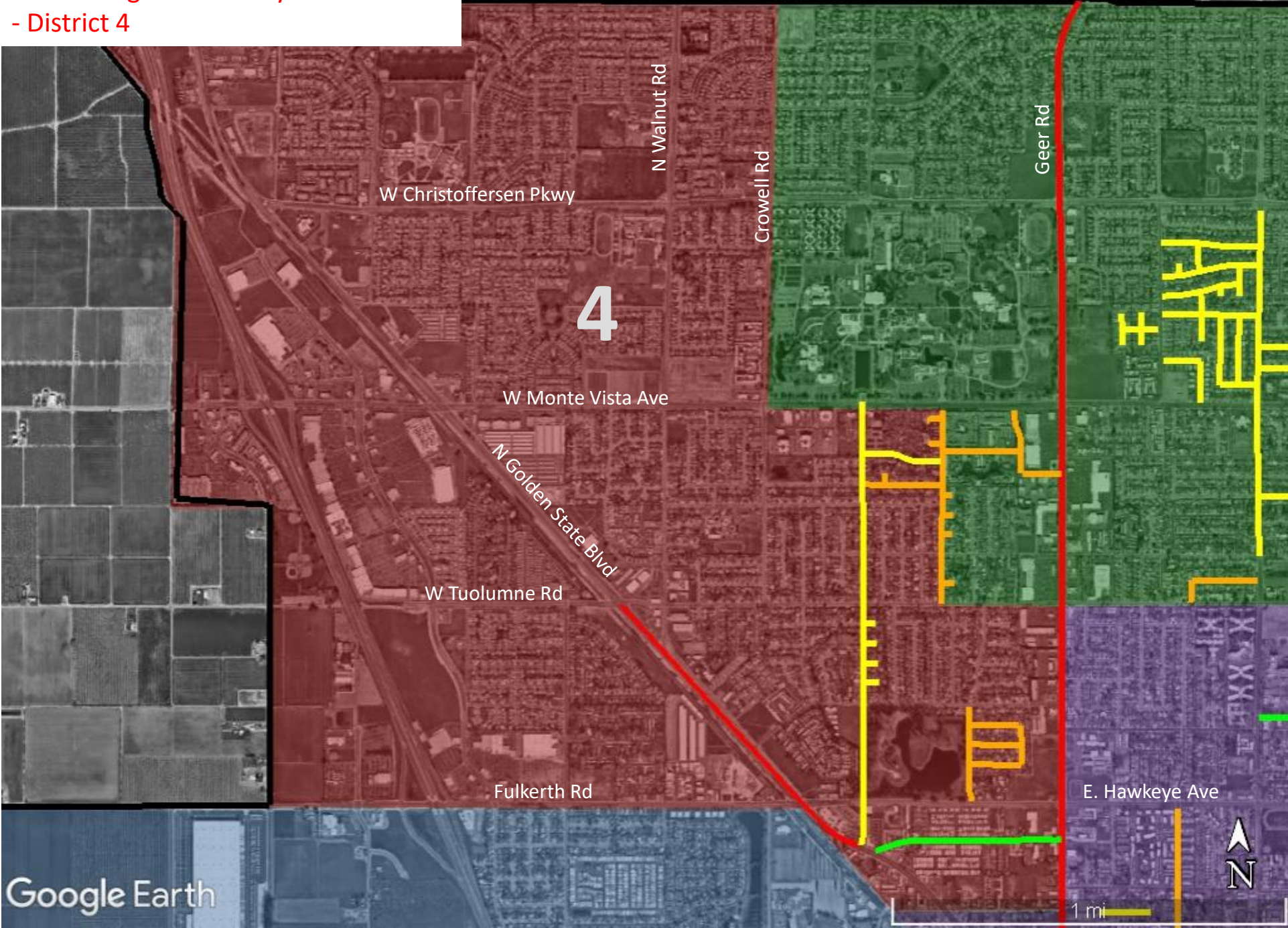




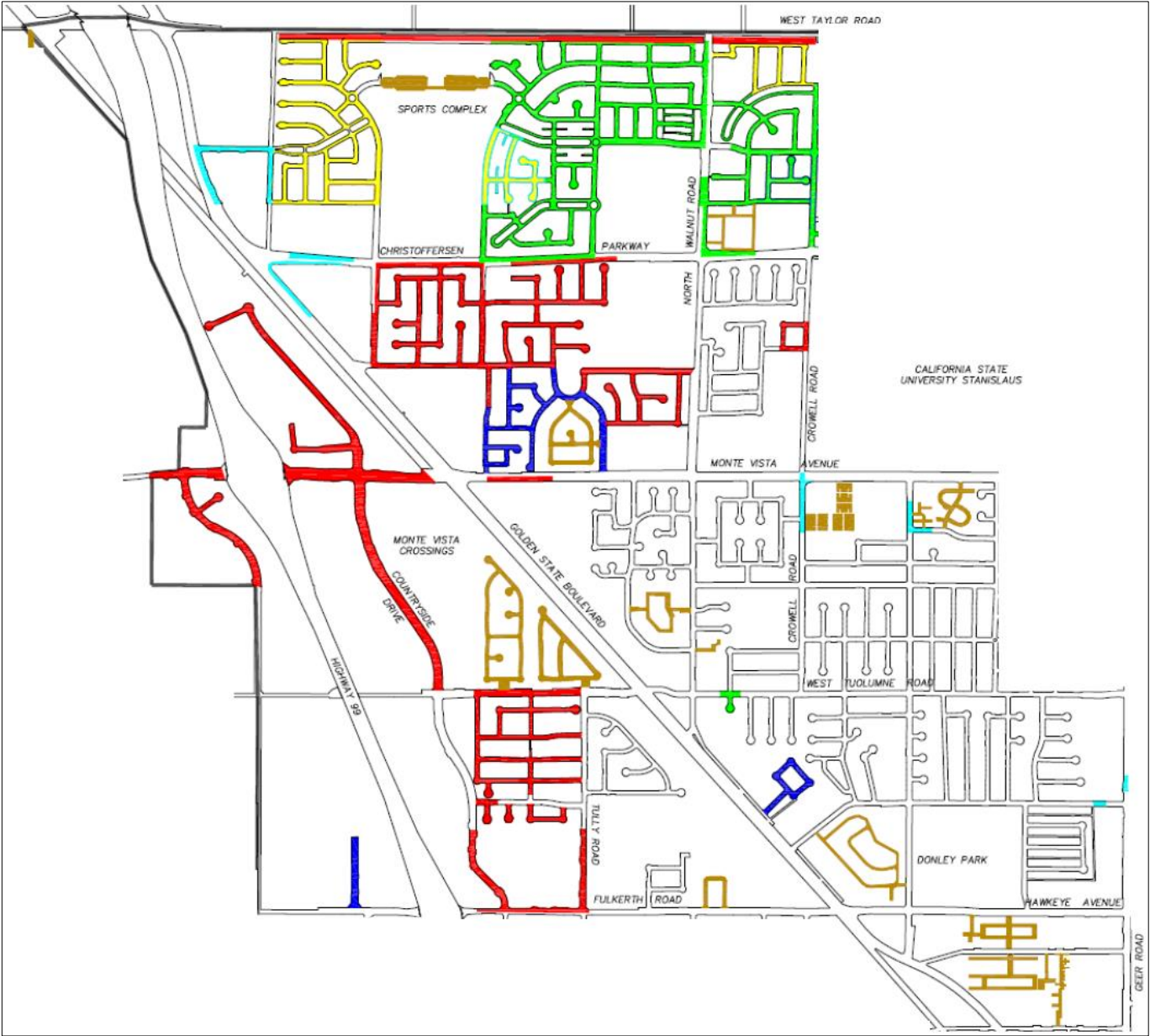
Assessment District Streets in District 3



Roads Program Delivery To Date
- District 4



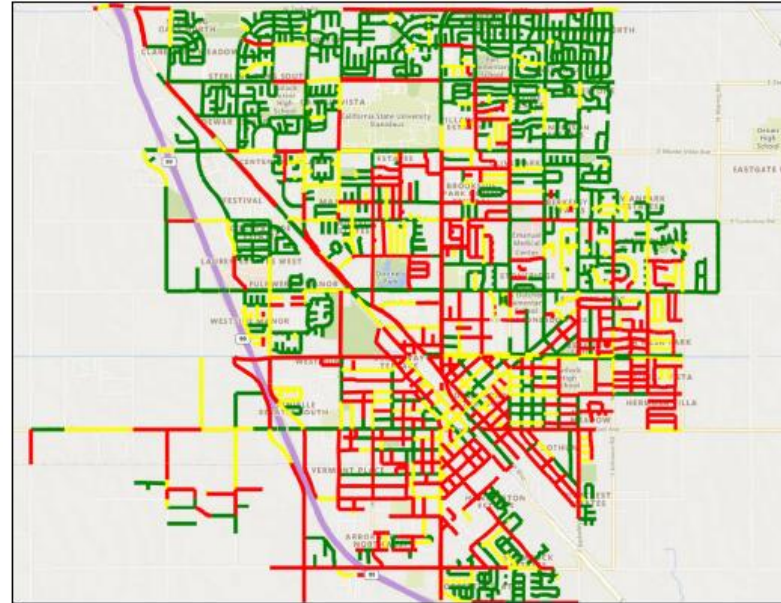
Assessment District Streets in District 4



IMPACT ON PAVEMENT CONDITION INDEX (PCI)



City of Turlock Public Works



Pavement Management Report

September 13, 2022

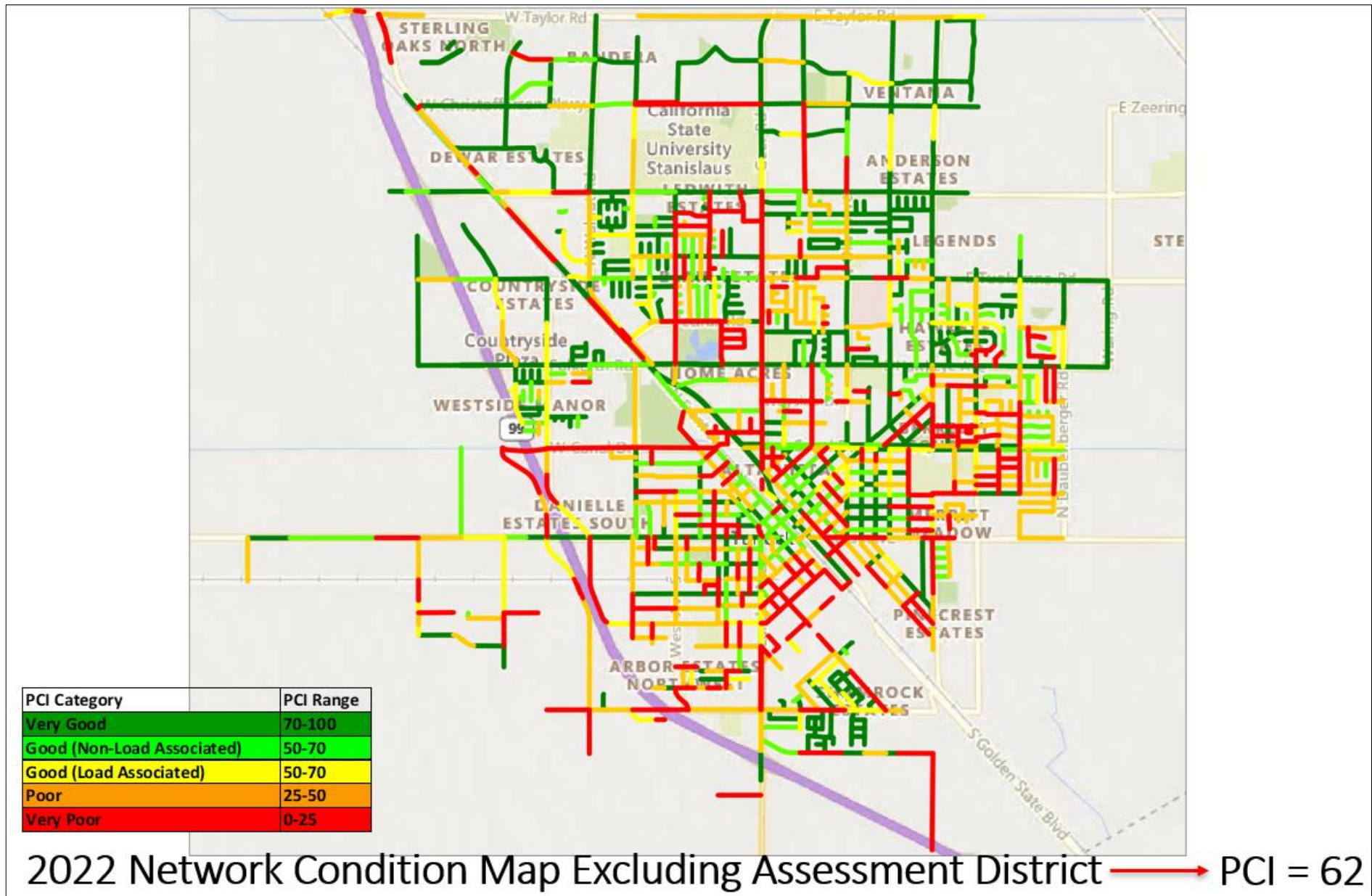
Prepared By:

Michael Baker
INTERNATIONAL

Table 2: Summary of Various Funding Scenarios and Corresponding Average Network PCI

Scenario	CIP Period (yrs)	CIP Period	Final PCI with Treatment	Final PCI without Treatment	PCI Improvement	Annual Cost	Total Cost
Min. PCI = 50	5	2023-2027	83	44	39	\$38,309,508	\$191,547,538
→ Avg. PCI = 80	5	2023-2027	80	44	36	\$35,272,272	\$176,361,361
Budget = \$28.0M	5	2023-2027	74	44	30	\$28,000,000	\$140,000,000
Budget = \$10.5M	5	2023-2027	56	44	12	\$10,500,000	\$52,500,000
→ Do Nothing	5	2023-2027	44	44	0	\$0	\$0
Min. PCI = 50	10	2023-2032	85	33	52	\$27,880,552	\$278,805,522
→ Avg. PCI = 80	10	2023-2032	80	33	47	\$24,351,191	\$243,511,914
Budget = \$15.5M	10	2023-2032	65	33	32	\$15,500,000	\$155,000,000
Budget = \$10.5M	10	2023-2032	56	33	23	\$10,500,000	\$105,000,000
→ Do Nothing	10	2023-2032	33	33	0	\$0	\$0

Pavement Management Report, dated 9/13/2022



From Council Presentation on 9/13/2022

2022 PCI= 62

2027 PCI= 44 (Projected per “Do Nothing” scenario)

Drop in PCI over 6 Years (Incl. 2022) = 18 points

Avg. Drop in PCI per Year = 3 points

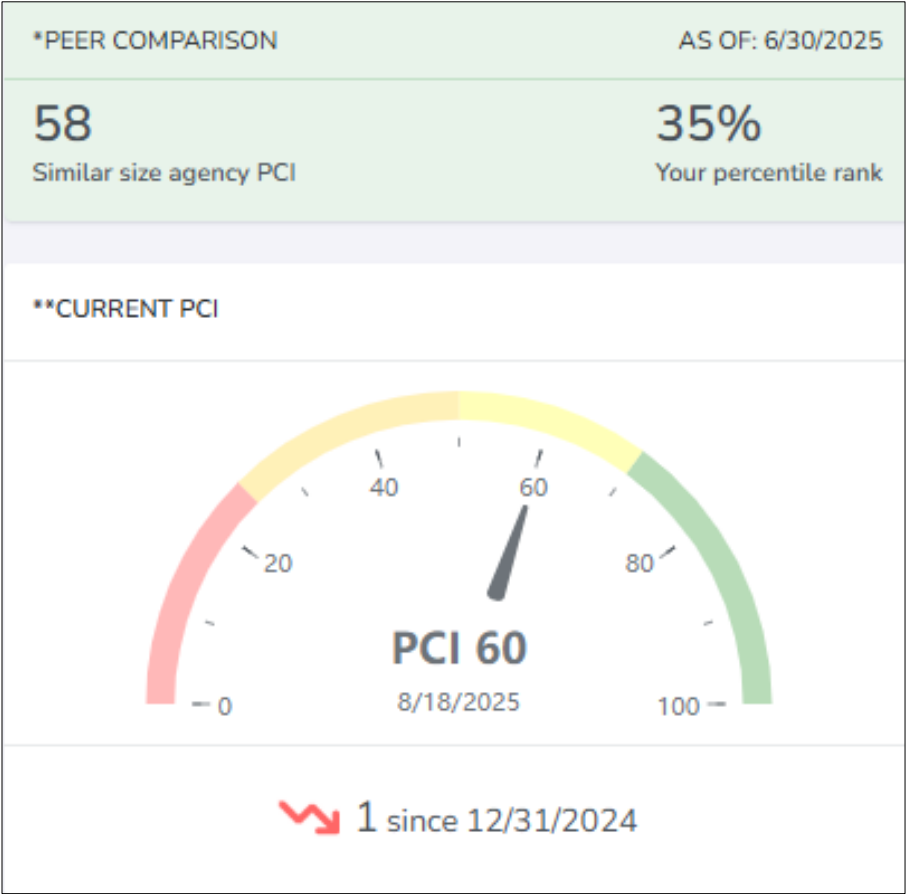
Drop Over 4 Years (2022, 2023, 2024, 2025) = 12 points

2025 PCI= 50 (Projected per “Do Nothing” scenario)

PCI COMPARISON

2025 PCI = 50 (Projected per “Do Nothing” scenario)

Current PCI = 60 (Actual)



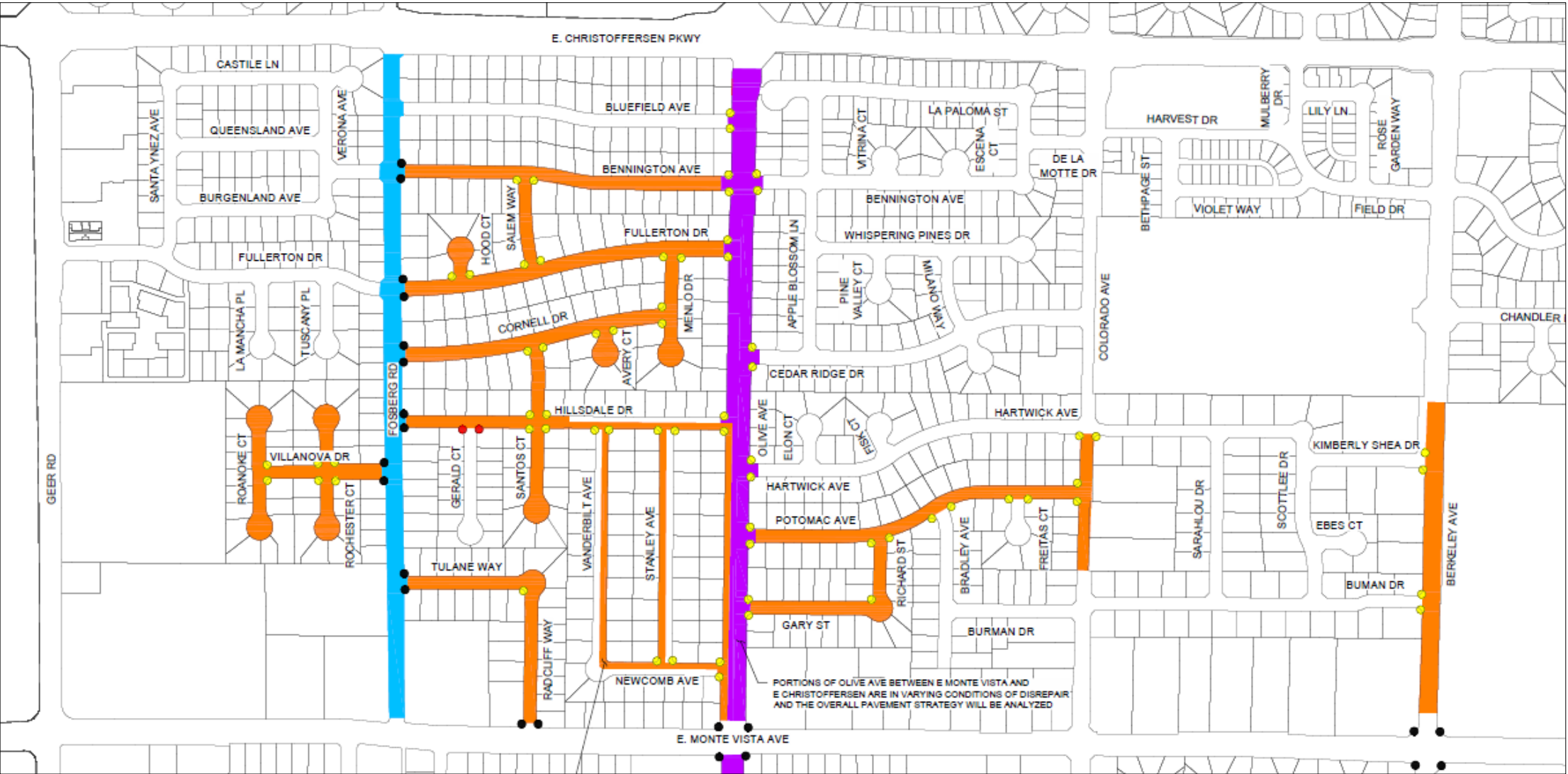
MAINTENANCE PROGRAM

- CATCH-UP MAINTENANCE
 - Crack Seal & Slurry of Suitable Streets
- LONG-TERM MAINTENANCE
 - Maintenance of Rehabilitated Streets

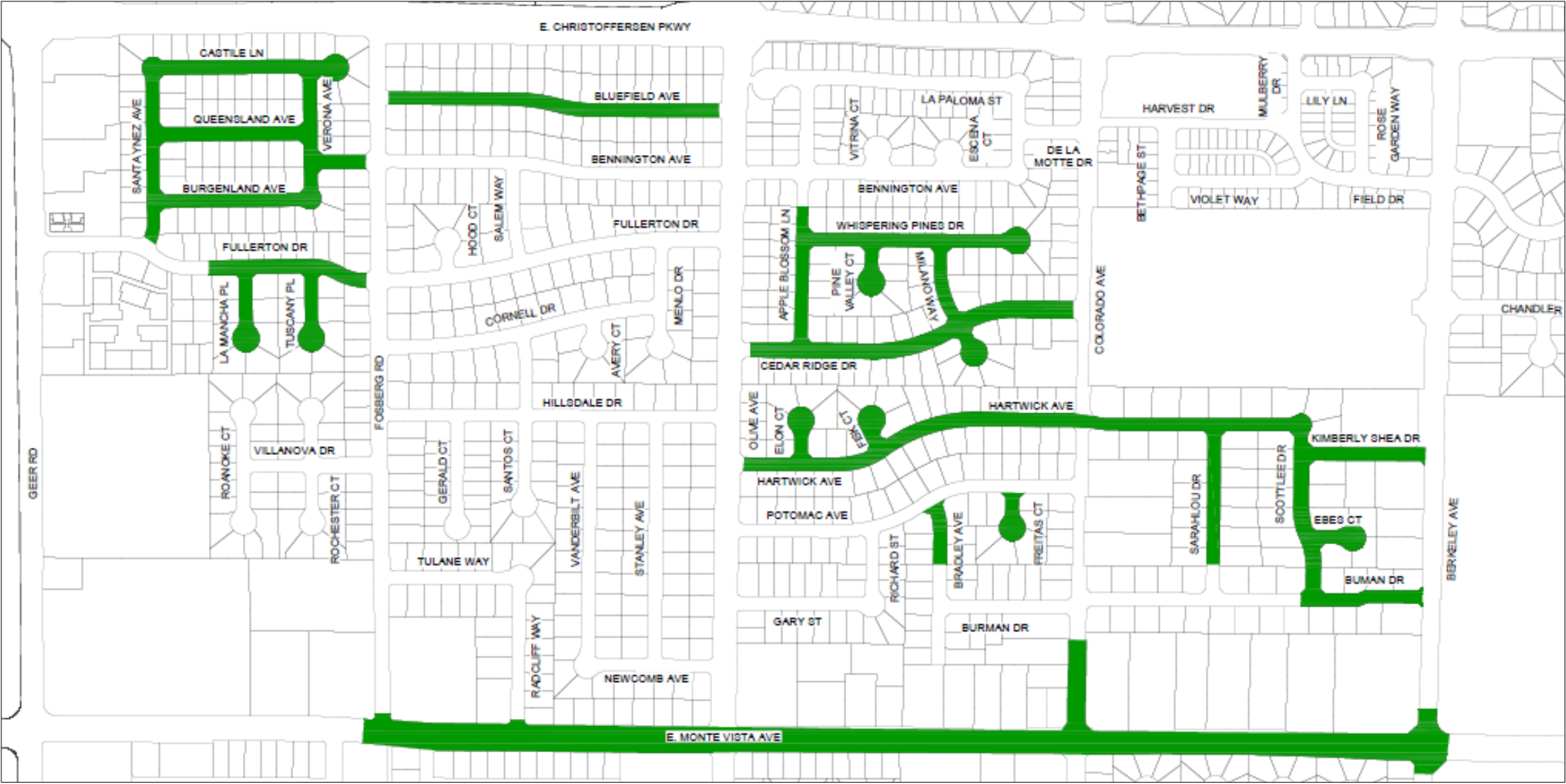
CATCH-UP MAINTENANCE

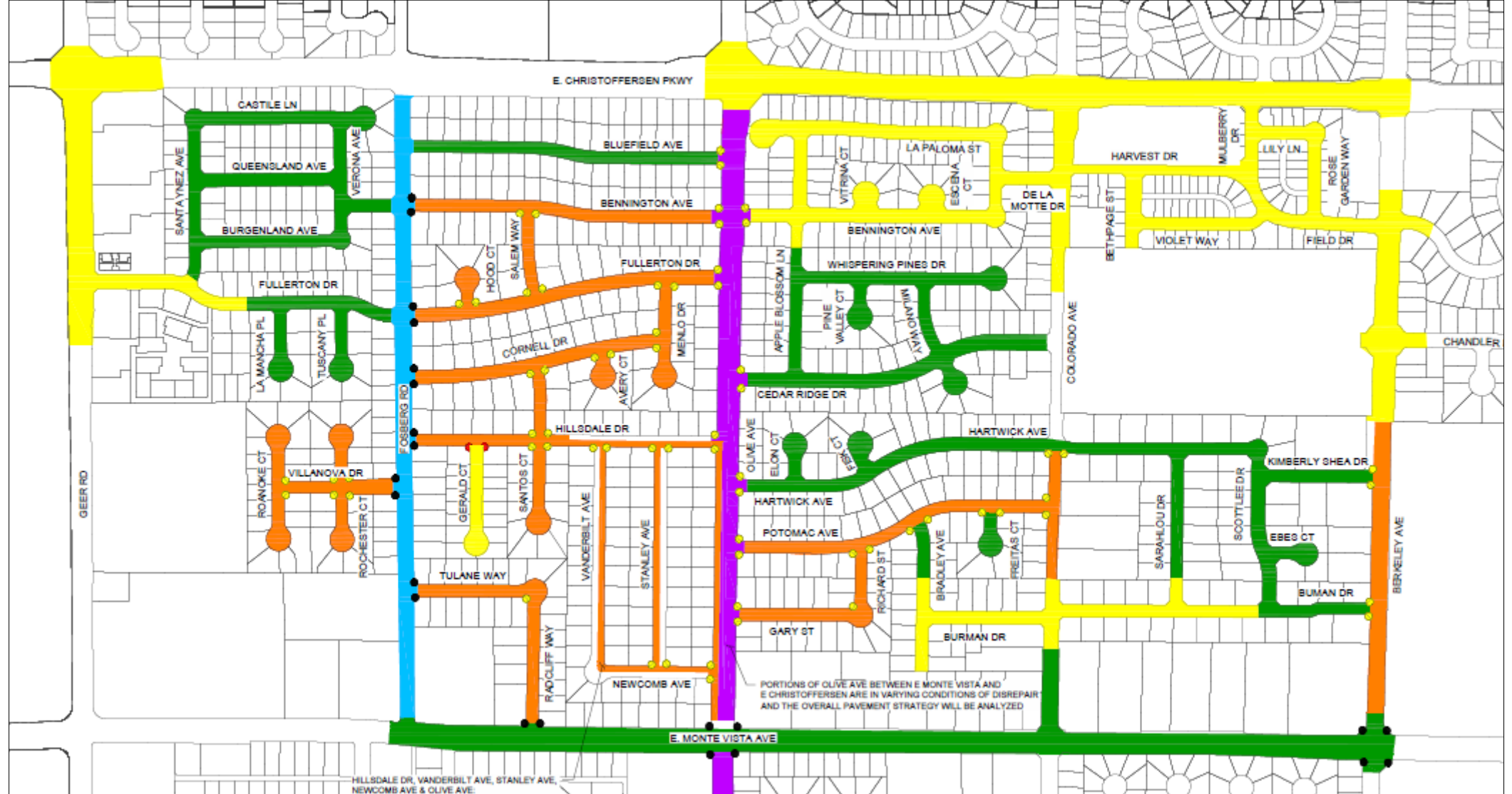
- Crack Seal & Slurry of Suitable Streets
- Two Crack Seal & Slurry Projects Currently in Design (Council Approval on 7/22/2025)
- Additional Projects Being Developed

City Project No. 25-024 “Provost & Pritchard Task Order No. 3”

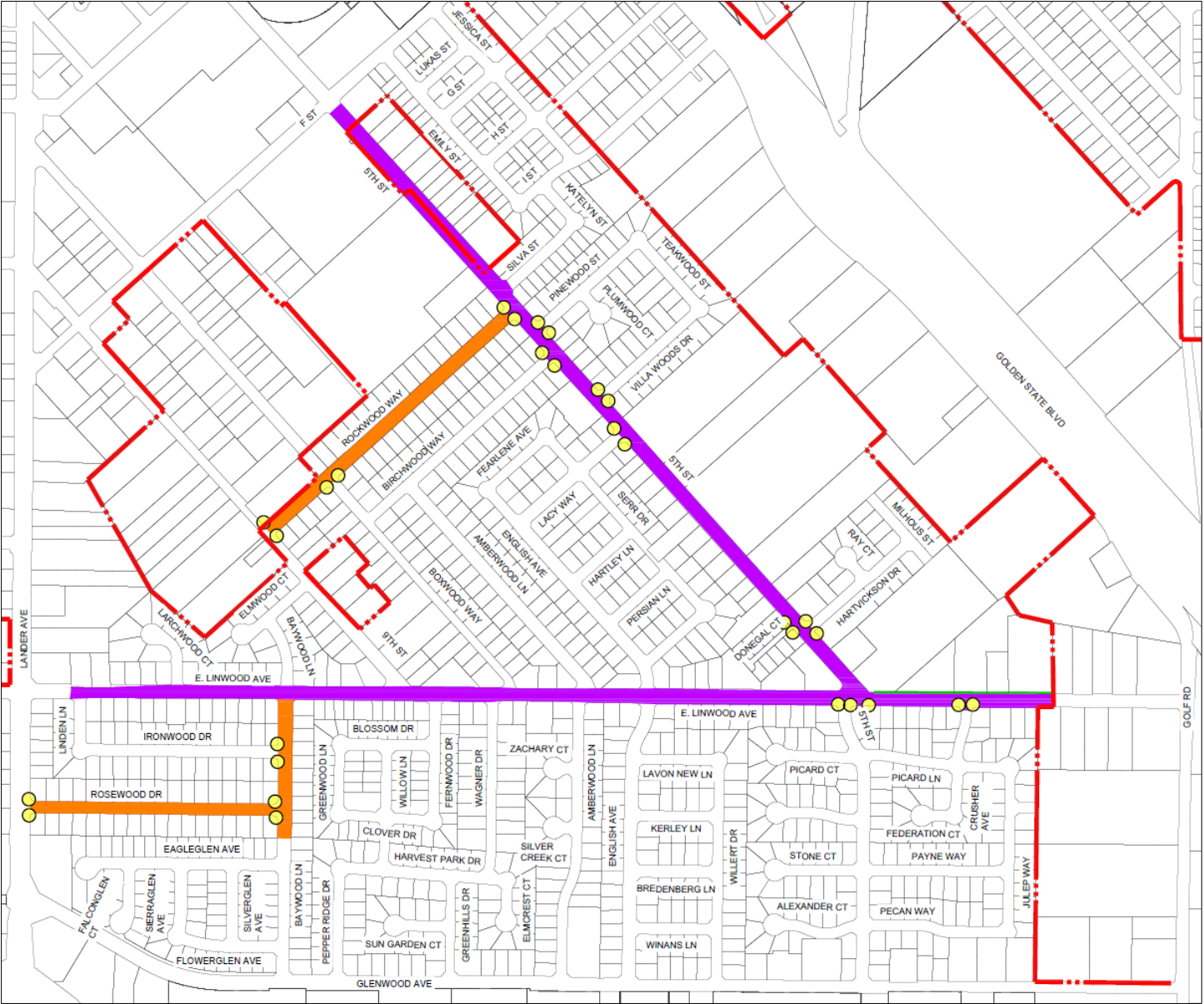


City Project No. 25-040 “Provost & Pritchard Task Order No. 5”
Crack Seal and Slurry



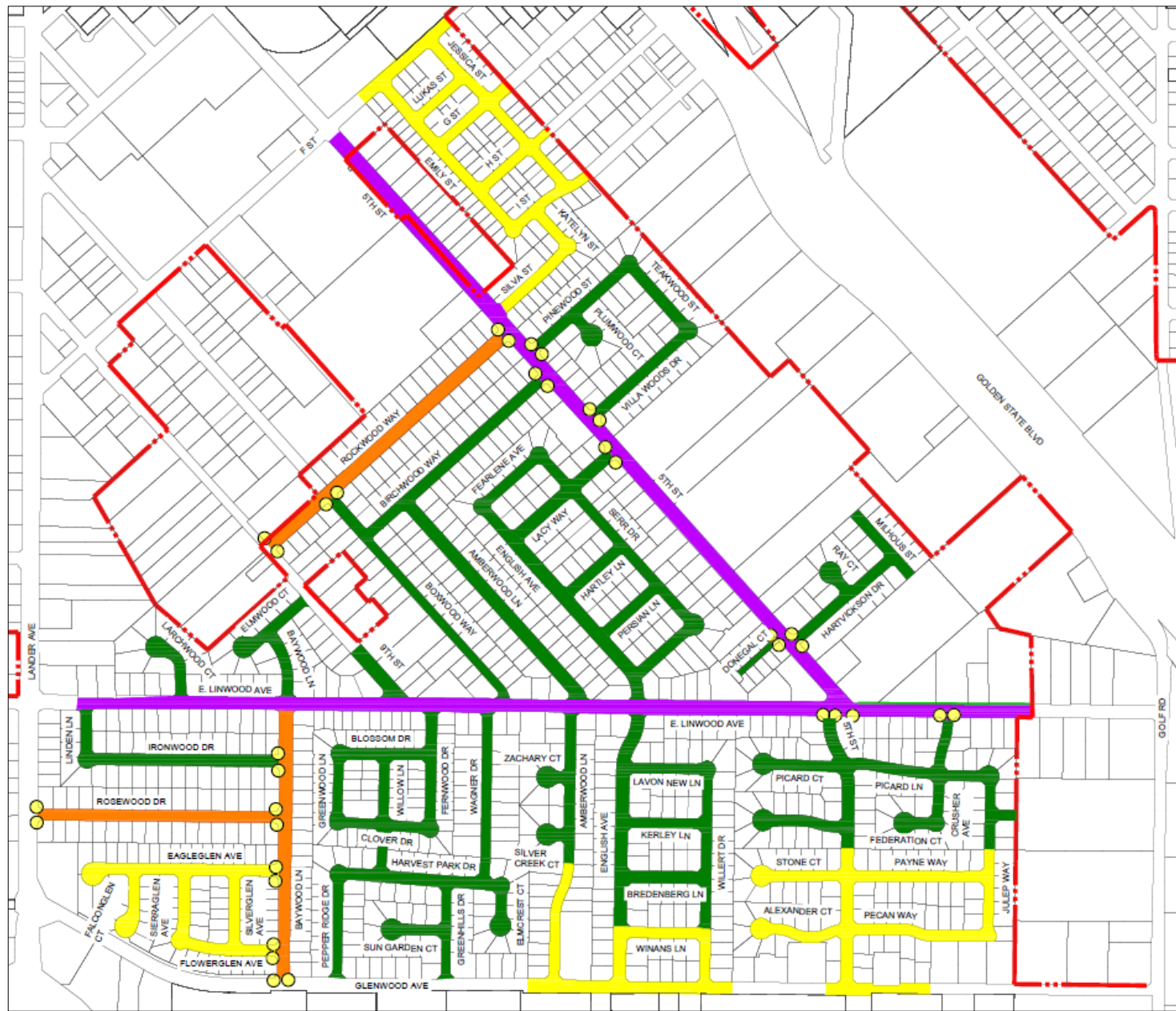


City Project No. 25-025 “Provost & Pritchard Task Order No. 4”



City Project No. 25-040 “Provost & Pritchard Task Order No. 5”
Crack Seal and Slurry





LONG-TERM MAINTENANCE

- Maintenance of Rehabilitated Streets

Existing StreetSaver PCI

Street ID	Section ID	Street Name	Beg Location	End Location	Length	Area ID	Current PCI
ANDRE	3257-A	ANDRE LN - 033	GEORGETOWN AVE	W MONTE VISTA AVE	1274	C3 - Council District 3	0
ANDRE	3264-A	ANDRE LN - 033	W TUOLUMNE RD	GEORGETOWN AVE	1308	C4 - Council District 4	8

StreetSaver Screenshot 8/13/2025

Existing StreetSaver Projected Treatments

Year	PCI Untreated	PCI Treated	Treatment
2025	0	100	Reconstruct with 3" HMA/6" AB
2026	0	92	DO NOTHING
2027	0	90	DO NOTHING
2028	0	88	DO NOTHING
2029	0	86	DO NOTHING
2030	0	85	DO NOTHING
2031	0	83	DO NOTHING
2032	0	89	SLURRY SEAL
2033	0	87	DO NOTHING
2034	0	85	DO NOTHING
2035	0	84	DO NOTHING
2036	0	82	DO NOTHING
2037	0	81	DO NOTHING
2038	0	79	DO NOTHING
2039	0	86	SLURRY SEAL

Updated StreetSaver PCI



City of Turlock
156 S. Broadway
Suite 150
Turlock, CA 95380
(209) 668-5520

PCI Calculation - Summary

Printed: 8/13/2025

Street ID	Section ID	Street Name	Begin Location	End Location	PCI Date	Last Calculated PCI	PCI After	PCI High	PCI Low	Pct Load	Pct Envr	Pct Other
ANDRE	3257-A	ANDRE LN	GEORGETOWN AVE	W MONTE VISTA AVE	7/24/2025	0	100			100.00	0.00	0.00
ANDRE	3264-A	ANDRE LN	W TUOLUMNE RD	GEORGETOWN AVE	7/24/2025	8	100			100.00	0.00	0.00

StreetSaver Screenshot 8/13/2025

Updated StreetSaver Projected Treatments

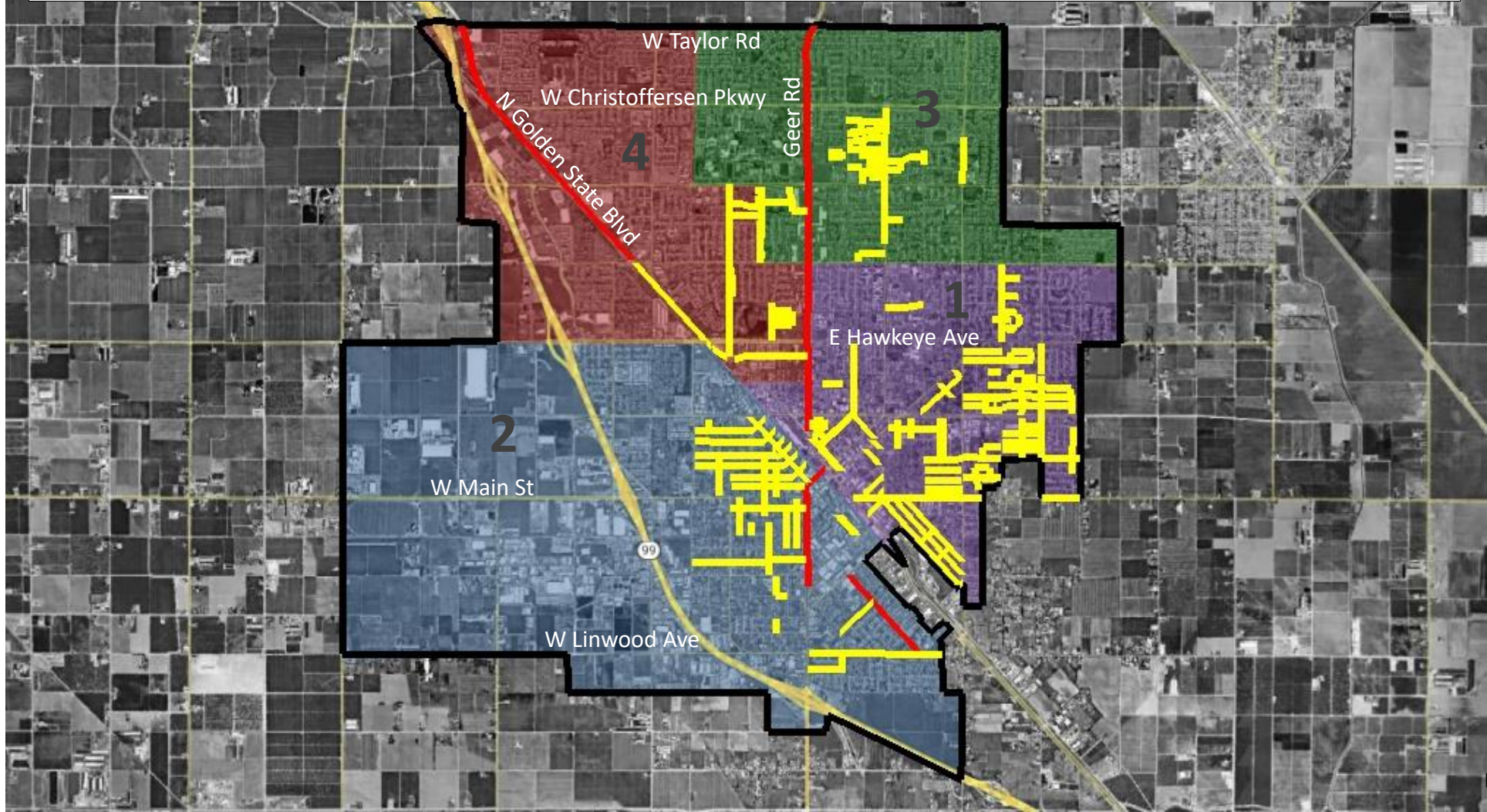
Year	PCI Untreated	PCI Treated	Treatment
2025	100	100	DO NOTHING
2026	94	94	DO NOTHING
2027	91	91	DO NOTHING
2028	89	89	DO NOTHING
2029	87	87	DO NOTHING
2030	86	86	DO NOTHING
2031	84	84	DO NOTHING
2032	82	90	SLURRY SEAL
2033	81	88	DO NOTHING
2034	79	86	DO NOTHING
2035	78	84	DO NOTHING
2036	76	83	DO NOTHING
2037	75	81	DO NOTHING
2038	73	80	DO NOTHING
2039	71	86	SLURRY SEAL

StreetSaver Screenshot 8/13/2025

2025 Grant Applications

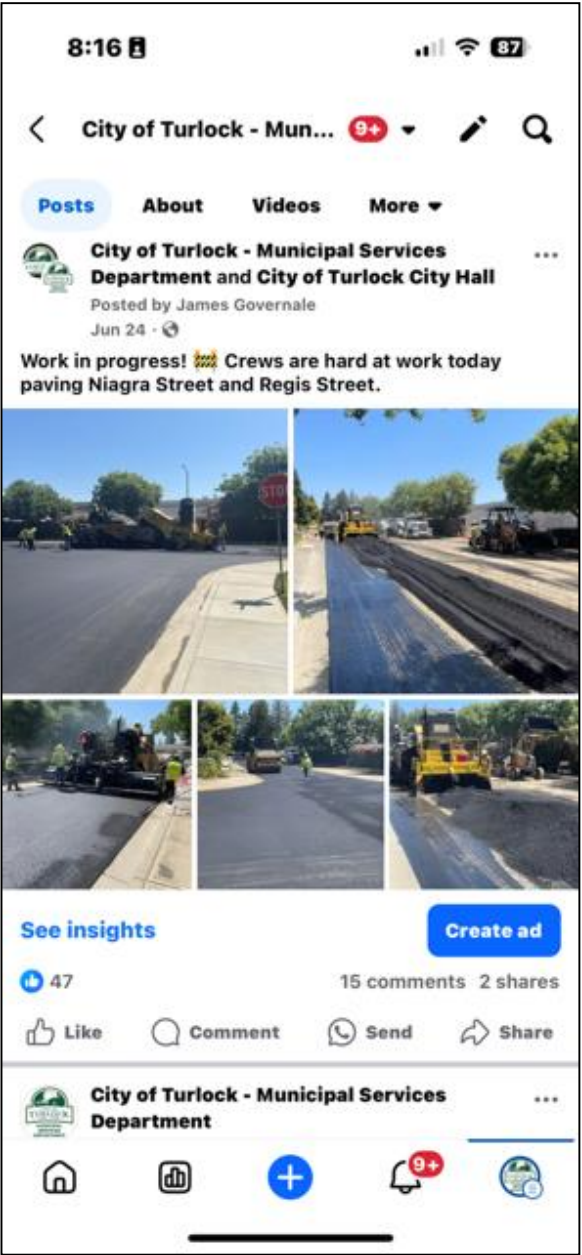
2025 Surface Transportation Block Grant (STBG) Applications

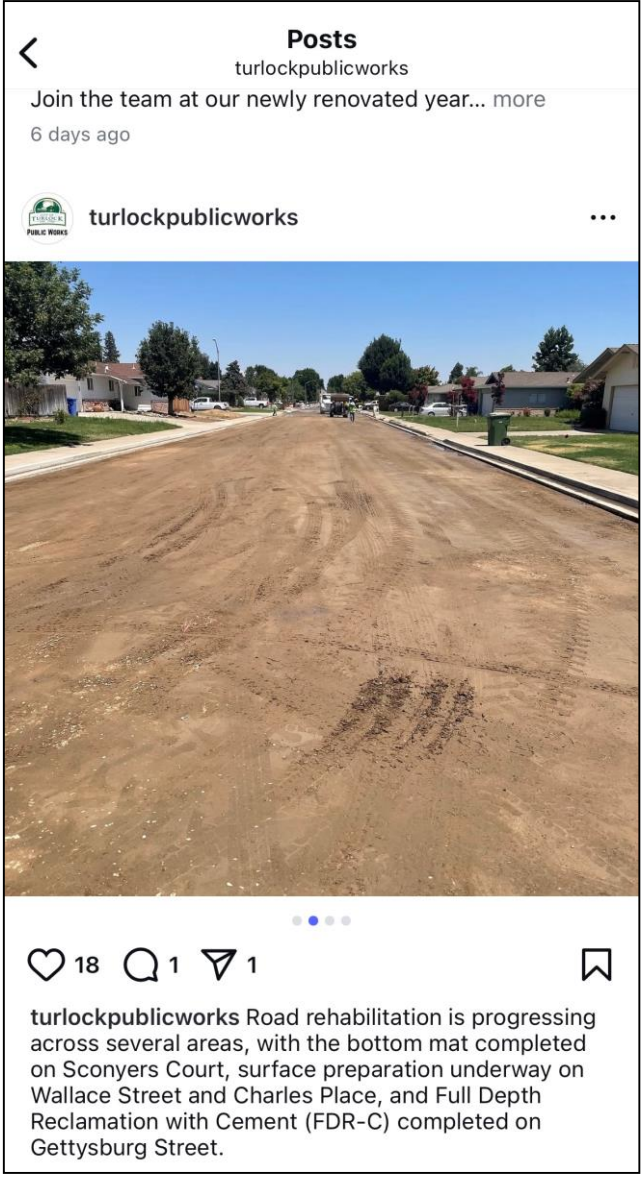
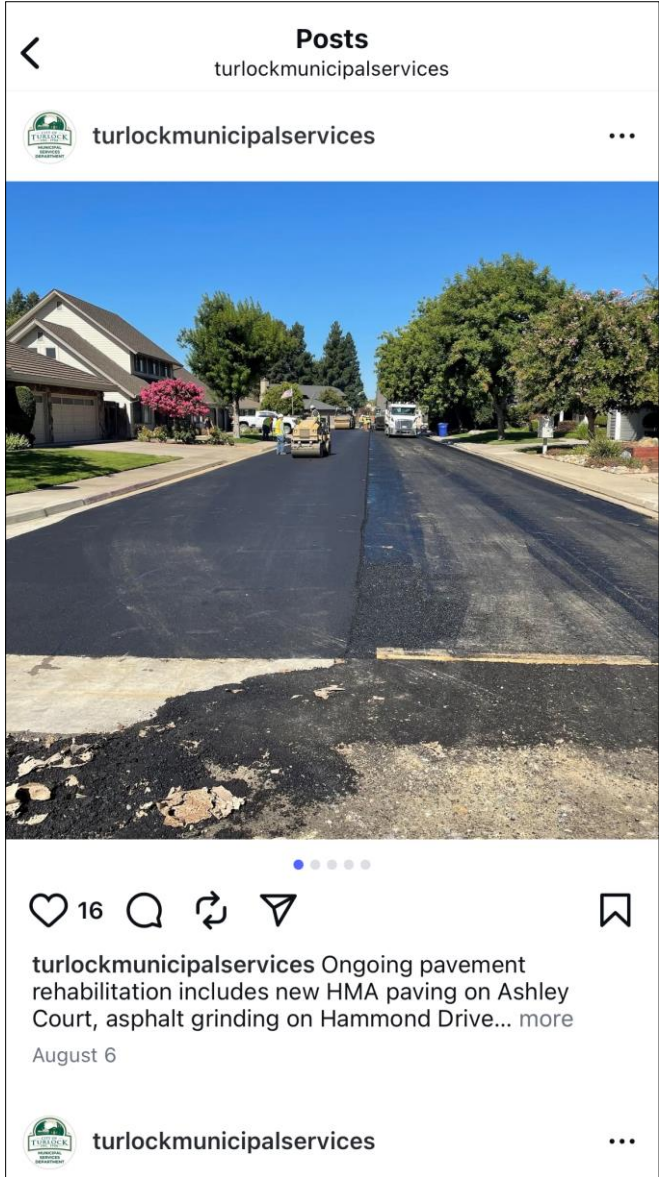
- \$5M for Lander Ave. (Bernell Ave. to N. Broadway Ave.) and Olive Ave. (N. Broadway Ave. to N. Golden State Blvd.)
- \$5M for N. Golden State Blvd. (W. Tuolumne Ave. to W. Monte Vista Ave.)
- \$5M for N. Golden State Blvd. (W. Monte Vista Ave. to W. Taylor Rd.)
- \$2M for 5th Street (E. Linwood Ave. to F St.)
- \$2M for Geer Road Corridor Safety Improvements



MEDIA

- Social Media
 - Facebook
 - Instagram
- City Website





Road Program Webpage

https://ci.turlock.ca.us/streetstraffic/roadsprogram/

Streets & Traffic

Home > Streets & Traffic > Roads Program

Roads Program

Treatment Types

Roads Program Capital Improvement Program (CIP)

FAQs

Road Closures & Major Delays

Measure L Projects

Local Street Closures

Street Repair

Restricted Parking

Traffic Education

Speed Control

Traffic Volume Counts

Transportation Permit

Sidewalk Repairs

Residential Pothole Repair

Street Trees

Traffic Lights

Leaf Pickup Program

Roads Program

Status of Current Projects

Click below for the latest update!

Click here to view the Roads Program Community Meeting on 6-4-2024.

Roads Program Community Meeting Presentation 6-4-2024

Click here to view the Turlock Geer Road Pavement Rehabilitation Public Information Meeting on 4-17-2024.

Click here for the June Public Information Meeting Flyer!

Roads Program Update - March 2024

About our Roads Program

The City of Turlock Roads Program's primary focus is the preservation, rehabilitation, and reconstruction of the existing City streets. Over the years, as the City's road network has grown to accommodate its growing population, road conditions have deteriorated due to lack of funding specific to maintenance and rehabilitation activities.

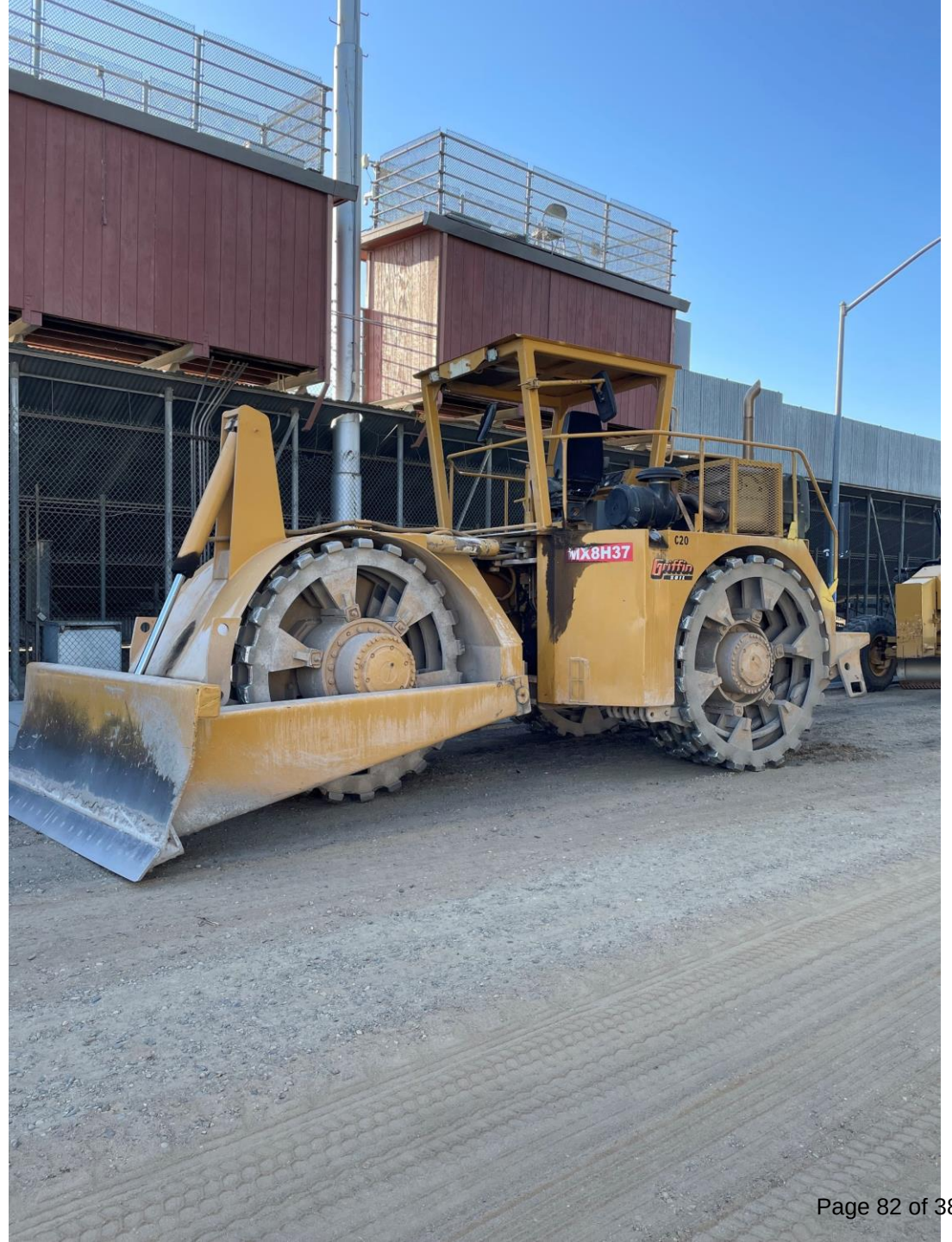
Questions?

Construction Photos

**Full Depth Reclamation – Cement (FDR-C) Process
Colorado Avenue (E. Marshall St. to E. Canal Dr.)**

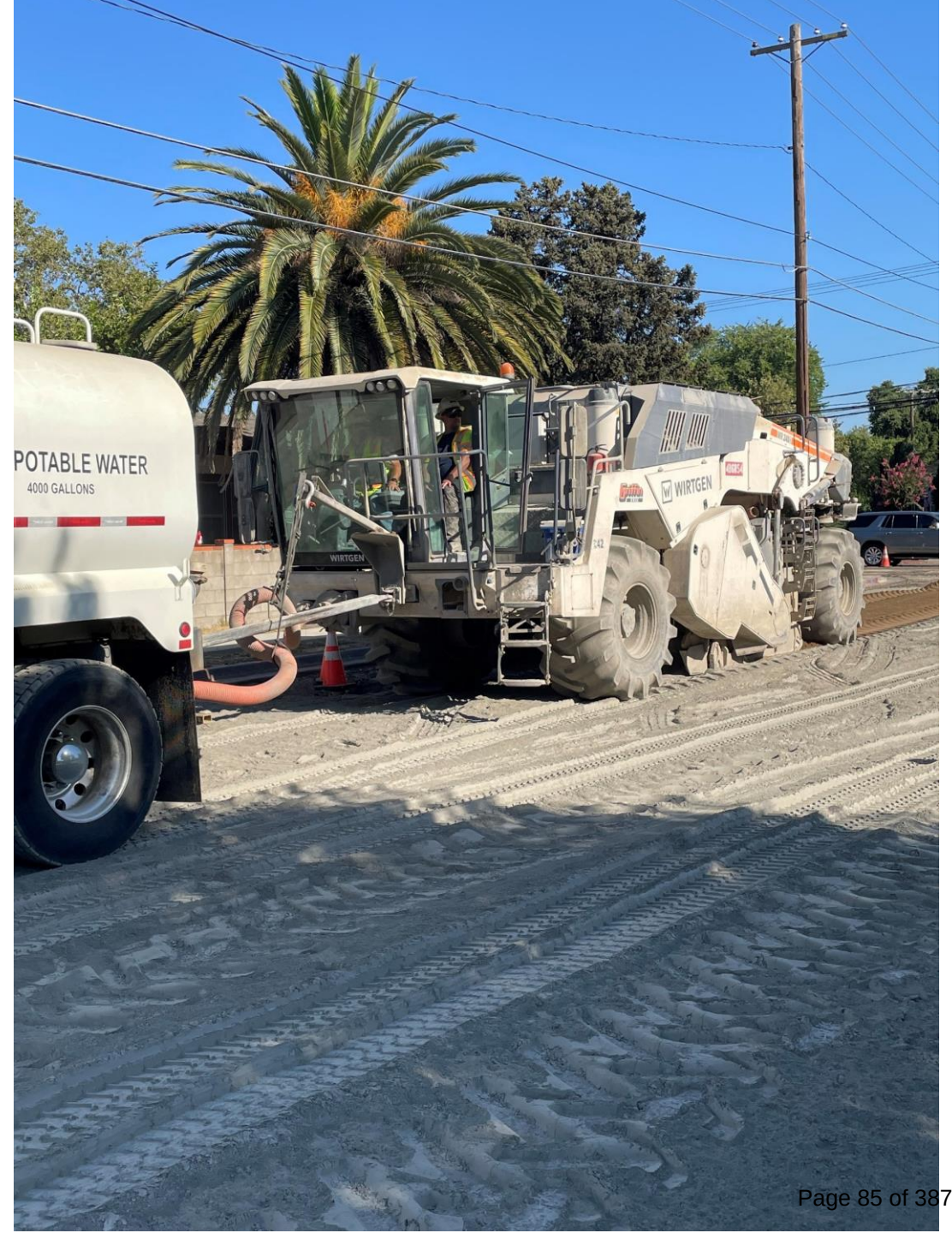












FDR-C Process – Mixing and Rough Grading



FDR-C Process - Compaction



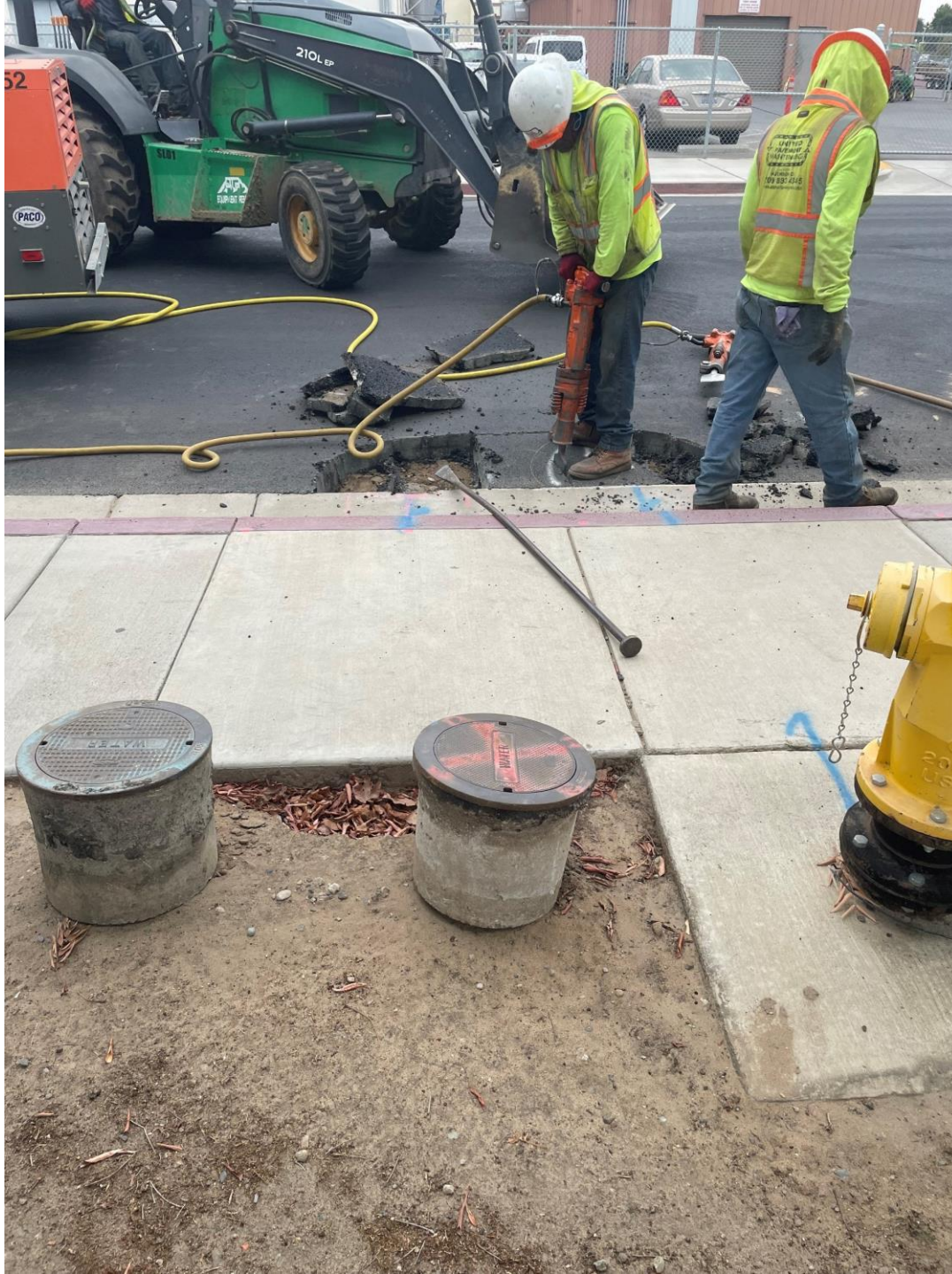
FDR-C Process - Compaction







FDR-C Process – Adjusting Utility Covers to Grade



Payment Register

From Payment Date: 8/1/2025 - To Payment Date: 8/7/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
149742	08/05/2025	Open			Utility Management Refund	AGHANSIA, EDVIN	\$282.52		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		422258-003	MOVE OUT CREDIT	08/04/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$282.52			
149743	08/05/2025	Open			Utility Management Refund	BESERRA, DONNA	\$747.23		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		216275-001	CUSTOMER REQUEST	08/05/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$747.23			
149744	08/05/2025	Open			Utility Management Refund	KUBO, SERA, M	\$177.71		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		49638-002	MOVE OUT CREDIT	08/04/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$177.71			
149745	08/05/2025	Open			Utility Management Refund	LANDLORD'S PROPERTY MANAGEMENT	\$59.19		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		T00210-019	MOVE OUT CREDIT	08/04/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$12.71			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$12.72			
	420 - WATER			420.11000 (Cash)		\$33.76			
149746	08/05/2025	Open			Utility Management Refund	MARCUS, ALLEN	\$279.44		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		176028-003	MOVE OUT CREDIT	08/04/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$279.44			
149747	08/05/2025	Open			Utility Management Refund	OWENS, RYAN	\$326.25		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		603066-017	MOVE OUT CREDIT	08/04/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$326.25			
149748	08/05/2025	Open			Utility Management Refund	RANGEL, JAVIER	\$1,800.00		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		T00633-002	CUSTOMER REQUEST -	08/04/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$1,800.00			

Payment Register

From Payment Date: 8/1/2025 - To Payment Date: 8/7/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149749	08/05/2025	Open			Utility Management Refund	ROBINSON, DEANDRE	\$283.56		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		512605-011	MOVE OUT CREDIT	08/04/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$283.56		
149750	08/05/2025	Open			Utility Management Refund	ULRICH, JOE	\$126.85		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		236314-001	MOVE OUT CREDIT	08/04/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$126.85		
149751	08/07/2025	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$525.70		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	INV7354		07/23/2025	ALLEGIANCE - JANITORIAL SUPPLIES			\$97.76		
	INV7308		07/22/2025	ALLEGIANCE - JANITORIAL SUPPLIES			\$427.94		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	505 - Fleet			505.11000 (Cash)			\$525.70		
149752	08/07/2025	Open			Accounts Payable	AMERICAN WATER WORKS ASSOCIATION	\$222.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	SO233354		04/21/2025	MEMBERSHIP DUES - RENEWAL 8/1/25 - 7/31/26			\$111.00		
	SO233273		04/21/2025	MEMBERSHIP DUES - RENEWAL 8/1/25 - 7/31/26			\$111.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$222.00		
149753	08/07/2025	Open			Accounts Payable	AT&T MOBILITY	\$842.88		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	4412X07272025		07/19/2025	FIRE AIR CARDS - JUL 2025			\$842.88		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$842.88		
149754	08/07/2025	Open			Accounts Payable	B & V Commercial Cleaning, Inc	\$746.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	3663		07/29/2025	SRWA - Janitorial Cleaning Service Window Cleaning July 2025			\$746.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	950 - SRWA - JPA			950.11000 (Cash)			\$746.00		
149755	08/07/2025	Open			Accounts Payable	BOOST Collaborative, BOOST Conference	\$8,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	BOOST173-trainin		07/22/2025	BOOST Professional Development Training			\$8,000.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	270 - Recreation Grants			270.11000 (Cash)			\$8,000.00		
149756	08/07/2025	Open			Accounts Payable	CAPTUREPOINT	\$14,209.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	SI-225147		08/01/2025	CAPTUREPOINT/COMMUNITY PASS ANNUAL SUBSCRIPTION			\$14,209.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		

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							\$14,209.00		
149757	08/07/2025	Open			Accounts Payable	Carlson Scale Inc	\$432.00		
	Invoice		Date	Description		Amount			
	11202		07/17/2025	TESTING OF REFERENCE WEIGHT AND CALIBRATION OF SCALE - LAB		\$432.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$216.00			
	420 - WATER			420.11000 (Cash)		\$216.00			
149758	08/07/2025	Open			Accounts Payable	CARNEGIE ARTS CENTER FOUNDATION	\$405.00		
	Invoice		Date	Description		Amount			
	8/1/23-7/31/24		08/31/2024	Interest on Performance Security 8/1/23-7/31/24		\$405.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$405.00			
149759	08/07/2025	Open			Accounts Payable	CAS CONSTRUCTION INC	\$31,070.00		
	Invoice		Date	Description		Amount			
	15211		07/16/2025	2670 Brooks Ct (Rehab)-Progress Payments 25%,50%,75%,100%		\$27,720.00			
	15212		07/16/2025	2670 Brooks Ct (Rehab)-Change Order #1,#3,#4		\$3,350.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$31,070.00			
149760	08/07/2025	Open			Accounts Payable	CDW LLC	\$37,110.52		
	Invoice		Date	Description		Amount			
	AF1QL4X		06/30/2025	Proofpoint 06/30/2025 - 06/29/2026		\$37,110.52			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$37,110.52			
149761	08/07/2025	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$625.00		
	Invoice		Date	Description		Amount			
	84071		07/08/2025	901 High Street #1, A/C Service		\$625.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$625.00			
149762	08/07/2025	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$348.78		
	Invoice		Date	Description		Amount			
	5280116707		07/10/2025	FIRST AID CABINET REFILL - WQC / ELECTRICAL		\$348.78			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$174.39			
	420 - WATER			420.11000 (Cash)		\$174.39			
149763	08/07/2025	Open			Accounts Payable	CITY OF MODESTO	\$32,643.83		
	Invoice		Date	Description		Amount			
	159812		07/01/2025	FIRE ADMINISTRATIVE SERVICES JUL 2025		\$32,643.83			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$32,643.83			
149764	08/07/2025	Open			Accounts Payable	Clean Energy	\$2,177.98		
	Invoice		Date	Description		Amount			
	CEP12785757		06/05/2025	PISTON RING 3RD STAGE / RIDER RING 3.125 IN		\$2,177.98			
	Paying Fund			Cash Account		Amount			

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	505 - Fleet			505.11000 (Cash)			\$2,177.98		
149765	08/07/2025	Open			Accounts Payable	CULLIGAN INC	\$97.85		
	Invoice		Date	Description			Amount		
	2402097		07/10/2025	PE 9' SOFTENER			\$0.00		
	2356948		06/25/2025	ACCT #180900 De-ionized water for WQC Lab			\$97.85		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$97.85		
149766	08/07/2025	Open			Accounts Payable	CURTIS & SONS INC, L N	\$1,306.71		
	Invoice		Date	Description			Amount		
	INV969088		07/30/2025	SHADOW STRUCTURE BOOTS			\$1,306.71		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,306.71		
149767	08/07/2025	Open			Accounts Payable	DATA PATH INC	\$721.00		
	Invoice		Date	Description			Amount		
	178027		05/07/2025	Infrastructure Support			\$721.00		
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			\$721.00		
149768	08/07/2025	Open			Accounts Payable	DELL MARKETING LP	\$31,240.46		
	Invoice		Date	Description			Amount		
	10819387638		06/11/2025	Computer Replacements			\$23,239.70		
	10819619770		06/12/2025	Dell 27 Monitor			\$852.37		
	10818969752		06/09/2025	Computer Workstation			\$1,298.23		
	10820465010		06/17/2025	Dell 24 Monitor			\$392.88		
	10821067493		06/20/2025	Dell Pro Max Micro FCM2250 CTO Base			\$1,592.69		
	10820695933		06/18/2025	Dell Eco Loop Pro Sleeve			\$72.29		
	10821067549		06/20/2025	Dell Pro 27 plus 4K USB C Hub Monitor			\$1,005.53		
	10821637247		06/24/2025	Dell 27 Monitor			\$426.18		
	10821868233		06/25/2025	Dell 24 Monitor			\$196.44		
	10818224234		06/04/2025	Dell Pro Micro QCM1250			\$985.51		
	10817046758		05/28/2025	Dell Pro 24 Monitor			\$1,178.64		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$6,798.79		
	206 - Traffic Safety			206.11000 (Cash)			\$196.44		
	242 - Computer Replacement			242.11000 (Cash)			\$23,239.70		
	501 - Information Technology			501.11000 (Cash)			\$1,005.53		
149769	08/07/2025	Open			Accounts Payable	Delta Regional Monitoring Program	\$20,600.00		
	Invoice		Date	Description			Amount		
	25-038		07/03/2025	DELTA REGIONAL MONITORING PROGRAM 2025-26 PHASE II MS4			\$20,600.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$20,600.00		
149770	08/07/2025	Open			Accounts Payable	DF ENGINEERING INC	\$4,480.00		
	Invoice		Date	Description			Amount		
	24307		07/31/2025	SR01, 21-003 Fulkerth Road Widening-7/31/25			\$4,480.00		
	Paying Fund			Cash Account			Amount		
	305 - Capital Facility Fees			305.11000 (Cash)			\$4,480.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149771	08/07/2025	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$823.05		
	Invoice		Date	Description		Amount			
	S6492915.001		07/16/2025	IN-MAT ELC4536 PHOTO CNTL - STREET LIGHT REPAIRS		\$459.99			
	S6486236.001		07/08/2025	RAB SEAL WASHDOWN - STREET LIGHT REPAIRS		\$304.75			
	S6477774.001		07/02/2025	ARL 140 1/2 CLAMP TYPE ENTR CAP - STREETLIGHT REPAIR		\$11.97			
	S6487151.001		07/09/2025	ELE CTBK-4 BLK CBLE TIES - ELECRTICAL SUPPLIES		\$46.34			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$776.71			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$46.34			
149772	08/07/2025	Open			Accounts Payable	ENVIRONMENTAL RESOURCE ASSOCIATES	\$813.12		
	Invoice		Date	Description		Amount			
	119459		07/09/2025	WASTEWATER COLIFORM MICROBE LAB SUPPLIES		\$813.12			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$813.12			
149773	08/07/2025	Open			Accounts Payable	EQUIFAX	\$33.81		
	Invoice		Date	Description		Amount			
	2066605155		07/17/2025	PD BACKGROUNDS		\$33.81			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$33.81			
149774	08/07/2025	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			
149775	08/07/2025	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC	\$682.50		
	Invoice		Date	Description		Amount			
	29328		06/30/2025	CAR WASH SERVICES - JUNE 2025		\$686.00			
	29331		06/30/2025	CREDIT MEMO - (1) WASH CHARGED IN ERROR		(\$3.50)			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$612.50			
	246 - Landscape Assessment			246.11000 (Cash)		\$3.50			
	255 - CDBG			255.11000 (Cash)		\$7.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$49.00			
	420 - WATER			420.11000 (Cash)		\$7.00			
	450 - SRWA - Operations			450.11000 (Cash)		\$3.50			
149776	08/07/2025	Open			Accounts Payable	FASTENAL COMPANY INC	\$390.27		
	Invoice		Date	Description		Amount			
	catur198907		07/31/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$390.27			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$390.27			

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149777	08/07/2025	Open			Accounts Payable	FEDERAL EXPRESS	\$83.01		
	Invoice		Date	Description		Amount			
	8-941-49222		08/01/2025	SHIPPING CHARGES FOR 8/1/25		\$83.01			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$83.01			
149778	08/07/2025	Open			Accounts Payable	FIRST CHOICE PHYSICIAN PARTNERS	\$2,319.00		
	Invoice		Date	Description		Amount			
	1183820A14035		07/01/2025	PRE-EMPLOYMENT EVAL FOR PT ACCT: 1183820		\$482.00			
	1183817A14035		06/07/2025	PRE-EMPLOYMENT EVAL FOR PT ACCT: 1183817		\$482.00			
	1163968A14035		05/08/2025	PRE-EMPLOYMENT EVAL FOR PT ACCT: 1163968		\$391.00			
	1178542A14035		05/28/2025	PRE-EMPLOYMENT EVAL FOR PT ACCT: 1178542		\$482.00			
	1172593A14035		03/26/2025	PRE-EMPLOYMENT EVAL FOR PT ACCT: 1172593		\$482.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,319.00			
149779	08/07/2025	Open			Accounts Payable	FLOCK GROUP, INC DBA FLOCK SAFETY	\$251,150.00		
	Invoice		Date	Description		Amount			
	INV-68056		06/26/2025	LPR FOR INTERSECTIONS		\$251,150.00			
	Paying Fund			Cash Account		Amount			
	240 - Small Equipment Replacement			240.11000 (Cash)		\$251,150.00			
149780	08/07/2025	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$41,048.50		
	Invoice		Date	Description		Amount			
	94062		07/31/2025	CUST #24090 - Fuel Expense for 7/16/25 - 7/31/25		\$38,851.53			
	93746		07/17/2025	Fuel for Fire #3		\$1,287.01			
	93935		07/28/2025	Fuel for Fire #3		\$909.96			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$20,920.12			
	205 - Sports Facilities			205.11000 (Cash)		\$560.33			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$2,709.04			
	246 - Landscape Assessment			246.11000 (Cash)		\$1,968.40			
	255 - CDBG			255.11000 (Cash)		\$101.40			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$5,168.30			
	420 - WATER			420.11000 (Cash)		\$2,912.76			
	426 - Transit			426.11000 (Cash)		\$5,994.72			
	450 - SRWA - Operations			450.11000 (Cash)		\$647.03			
	501 - Information Technology			501.11000 (Cash)		\$66.40			
149781	08/07/2025	Open			Accounts Payable	GRAINGER INC, W W	\$534.91		
	Invoice		Date	Description		Amount			
	9587593477		07/28/2025	SRWA Supplies - Utility Carts		\$534.91			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$534.91			
149782	08/07/2025	Open			Accounts Payable	HACH COMPANY	\$1,615.34		
	Invoice		Date	Description		Amount			
	14574435		07/11/2025	SULFITE 1 RGT PWD PLWS PK 100 - LAB SUPPLIES		\$235.77			
	14571201		07/09/2025	S-TKN TNT + - LAB SUPPLIES		\$1,266.90			
	14576874		07/14/2025	SULFAMIC ACID PWD PLWES PK 100		\$112.67			
	Paying Fund			Cash Account		Amount			

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149783	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,615.34		
	08/07/2025	Open			Accounts Payable	HLP INC	\$3,150.00		
	Invoice		Date	Description			Amount		
	24214		02/01/2025	WEB/CHAMELEON/CMS SOFTWARE MAINTENANCE 01/01/25 - 12/31/25			\$3,150.00		
149784	Paying Fund			Cash Account			Amount		
	116 - Special Public Safety			116.11000 (Cash)			\$3,150.00		
	08/07/2025	Open			Accounts Payable	HOLT OF CALIFORNIA INC	\$4,435.30		
	Invoice		Date	Description			Amount		
149785	K6033801		07/28/2025	CAB AIR BKT GP SMOOTH BROOM WATER TANK			\$2,445.92		
	K6032201		07/24/2025	TRAILER VACUUM			\$1,989.38		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,435.30		
149786	08/07/2025	Open			Accounts Payable	IDEXX LABORATORIES INC	\$365.64		
	Invoice		Date	Description			Amount		
	3179565961		07/09/2025	WQC-TCEC IDEXX-QC_COLIFORM AND E. COLI			\$365.64		
	Paying Fund			Cash Account			Amount		
149787	420 - WATER			420.11000 (Cash)			\$365.64		
	08/07/2025	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	\$371.32		
	Invoice		Date	Description			Amount		
	38543990		08/04/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			\$83.43		
149788	38543991		08/04/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			\$287.89		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$371.32		
	08/07/2025	Open			Accounts Payable	LEADSONLINE PARENT LLC	\$9,394.00		
149789	Invoice		Date	Description			Amount		
	418011		07/01/2025	LEADSONLINE POWERPLUS INVESTIGATION SYSTEM SERVICE PACKAGE			\$9,394.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$9,394.00		
149790	08/07/2025	Open			Accounts Payable	LEXIPOL, LLC	\$8,646.25		
	Invoice		Date	Description			Amount		
	INVLEX11254192		07/01/2025	LE UPDATE MANAGEMENT SERVICE - 7/1/25-6/30/26			\$8,646.25		
	Paying Fund			Cash Account			Amount		
149791	110 - General Fund			110.11000 (Cash)			\$8,646.25		
	08/07/2025	Open			Accounts Payable	Life-Assist, Inc	\$730.20		
	Invoice		Date	Description			Amount		
	1615892		07/07/2025	PETROLATUM GAUZE			\$730.20		
149792	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$730.20		
	08/07/2025	Open			Accounts Payable	LINDSAY CORPORATION DBA ELECSYS INTERNATIONAL, LLC	\$84.00		
	Invoice		Date	Description			Amount		
149793	SIP-E217682		07/21/2025	JULY 2025 CELL DATA SERVICES ATT / SAT DATA SERVICES SKYWAVEIDP			\$84.00		

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	Paying Fund				Cash Account		Amount		
	416 - Recycled Water Sales				416.11000 (Cash)		\$84.00		
149791	08/07/2025	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$170.34		
	Invoice		Date		Description		Amount		
	46612113		07/29/2025		ASPHALT		\$84.04		
	46629494		07/30/2025		ASPHALT		\$86.30		
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$170.34		
149792	08/07/2025	Open			Accounts Payable	MIWALL CORPORATION	\$41,489.63		
	Invoice		Date		Description		Amount		
	1014102		07/22/2025		75,000 ROUNDS OF 9MM FULL METAL JACKET		\$18,140.63		
					AMMO				
	1014103		07/22/2025		HORNADY AMMUNITION		\$23,349.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$41,489.63		
149793	08/07/2025	Open			Accounts Payable	MWI VETERINARY SUPPLY CO DBA MWI ANIMAL HEALTH	\$2,188.93		
	Invoice		Date		Description		Amount		
	62254536		07/14/2025		BRAVECTO K9 3MO GRN/BL		\$2,154.79		
	62446291		07/24/2025		HEPARIN LOCK FLUSH		\$34.14		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,188.93		
149794	08/07/2025	Open			Accounts Payable	NORTHSTAR ENGINEERING GROUP INC	\$2,638.35		
	Invoice		Date		Description		Amount		
	27787		06/30/2025		SR02, 23-046 Well 29 Chlorination-6/30/25		\$2,638.35		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$2,638.35		
149795	08/07/2025	Open			Accounts Payable	NV5 INC.	\$133,784.83		
	Invoice		Date		Description		Amount		
	462331		06/30/2025		23-031 CM for Roads Task Order No.1 Bid Package 2- June 2025		\$1,738.02		
	462333		06/30/2025		23-033 CM for Roads Task Order No. 2-June 2025		\$1,738.02		
	462336		06/30/2025		23-068 CM for Roads Task Order No. 3 Bid Package 1 -June 2025		\$28,365.05		
	462339		06/30/2025		23-067 CM for Roads Task Order No. 4 Bid Package 2 -June 2025		\$64,030.81		
	462340		06/30/2025		23-067 CM for Roads Task Order No. 5 Bid Package 3 -June 2025		\$24,898.44		
	462341		06/30/2025		23-032 Construction Close-Out Services Roads CIP- June 2025		\$4,376.31		
	462342		06/30/2025		22-001 Construction Close-Out Services Roads CIP- June 2025		\$312.60		
	462343		06/30/2025		23-069 CM for Roads Task Order 6-June 2025		\$8,325.58		
	Paying Fund				Cash Account		Amount		
	115 - Measure A - Roads				115.11000 (Cash)		\$133,784.83		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149796	08/07/2025	Open			Accounts Payable	Operational Technical Services, LLC	\$15,618.00		
	Invoice		Date	Description		Amount			
	5006		07/02/2025	SRWA - Senior Operator MC 6.30.25 - 7.02.25		\$4,110.00			
	5027		07/13/2025	SRWA - Senior Operator MC 7.09.25 - 7.13.25		\$7,398.00			
	5047		07/16/2025	SRWA - Senior Operator MC 7.14.25 - 7.16.25		\$4,110.00			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$15,618.00			
149797	08/07/2025	Open			Accounts Payable	OREILLY AUTO PARTS	\$4,225.14		
	Invoice		Date	Description		Amount			
	2800-157900		08/05/2025	MRY 58167 NEW COMPRESS		\$194.97			
	2800-159374		08/05/2025	AUT GM0715024 WIPER RESRVR		\$42.69			
	2800-159734		08/05/2025	2 MSS FD106 SHOCKS-R		\$78.11			
	2800-159745		08/05/2025	PRE K700536 SWAY LINK KT		\$16.63			
	2800-159826		08/05/2025	MSS FD150 SHOCKS-R		\$66.39			
	2800-160037		08/05/2025	TRI 11-531 WASHER PUMP		\$31.29			
	2800-160044		08/05/2025	DOR 265-850 TRAN OIL PAN		\$198.89			
	2800-160199		08/05/2025	MTC 2918 FAN CLUTCH		(\$122.83)			
	2800-160207		08/05/2025	MSS FD106 SHOCKS-R		(\$71.48)			
	2800-160401		08/05/2025	MOT DG508 IGN COIL		\$467.83			
	2800-160505		08/05/2025	DOR 645-236 PIGTAIL		\$18.37			
	2800-161245		08/05/2025	TRI 11-531 WASHER PUMP		\$31.29			
	2800-160151		08/05/2025	ROB 34724 FILTER-DRIER		\$97.31			
	2800-161173		08/05/2025	MRY 20045 SWITCHE		\$43.13			
	2800-161898		08/05/2025	MHT 431389 RADIATOR		\$253.42			
	2800-161910		08/05/2025	ACD 84879262 HVAC BLOWER		\$118.26			
	2800-162282		08/05/2025	TYC 20-6582-00 HEADLIGHT		\$67.74			
	2800-163862		08/05/2025	MOT SP405X SPARK PLUG		\$6.45			
	2800-164101		08/05/2025	4 MOT DG526 COIL ASY-IGN		\$1,396.74			
	2800-164241		08/05/2025	MHT 434080 RADIATOR		\$232.27			
	2800-164425		08/05/2025	MRY 2335200 BELT TENSNER		\$63.02			
	2800-164561		08/05/2025	UT IGN009-8 IGN COIL SET		\$175.31			
	2800-165599		08/05/2025	1 MOT FT221 TRANS FILTER	2Y	\$74.18			
	2800-165916		08/05/2025	GAT K060450 MICRO-V BELT		\$21.29			
	2800-166297		08/05/2025	PRE ES800402 TIE ROD		\$310.67			
	2800-166399		08/05/2025	DOR 601-336 ACTIV GRILLE		\$278.46			
	2800-159795		08/05/2025	MCA 4CB40241 CTRL ARM ASY		\$121.75			
	2800-160360		08/05/2025	PFM W80536 SPK GAP GAG		\$12.99			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$4,225.14			
149798	08/07/2025	Open			Accounts Payable	P G & E	\$7.84		
	Invoice		Date	Description		Amount			
	REC 7/24/25		07/24/2025	2749172768-4 / 144 S Broadway		\$7.84			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$7.84			
149799	08/07/2025	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$1,572.89		
	Invoice		Date	Description		Amount			
	0510575696		07/03/2025	ADJUSTABLE WEDGE GASKET		\$1,572.89			
	Paying Fund			Cash Account		Amount			

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149800	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,572.89		
	08/07/2025	Open			Accounts Payable	Petrulakis Law & Advocacy, APC	\$14,096.91		
	Invoice		Date	Description		Amount			
	3085		06/30/2025	Subcontracted Legal Counsel 6-30-25		\$14,096.91			
149801	110 - General Fund			110.11000 (Cash)			\$14,096.91		
	08/07/2025	Open			Accounts Payable	PROCLEAN SUPPLY	\$258.89		
	Invoice		Date	Description		Amount			
	607240		07/28/2025	ADVANCE BLACK NYLON BRUSH		\$258.89			
149802	110 - General Fund			110.11000 (Cash)			\$258.89		
	08/07/2025	Open			Accounts Payable	PROVOST & PRITCHARD ENGINEERING GROUP INC	\$142,622.87		
	Invoice		Date	Description		Amount			
	121594		07/16/2025	Well 35 Grant Assistance		\$462.60			
149803	115 - Measure A - Roads			115.11000 (Cash)			\$142,160.27		
	08/07/2025	Open			Accounts Payable	REED INC, GEORGE	\$103.28		
	Invoice		Date	Description		Amount			
	100372335		07/25/2025	ASPHALT		\$103.28			
149804	110 - General Fund			110.11000 (Cash)			\$578.82		
	08/07/2025	Open			Accounts Payable	ROBIC REFRIGERATION INC	\$578.82		
	Invoice		Date	Description		Amount			
	0000035385		07/18/2025	SERVICE CALL -WALK IN FREEZER NOT WORKING @ AC		\$578.82			
149805	115 - Measure A - Roads			115.11000 (Cash)			\$3,024.00		
	08/07/2025	Open			Accounts Payable	RUTAN & TUCKER, LLP	\$3,024.00		
	Invoice		Date	Description		Amount			
	1035159		06/30/2025	SPECIAL COUNSEL SERVICES Construction Dispute June 2025		\$3,024.00			
149806	115 - Measure A - Roads			115.11000 (Cash)			\$3,024.00		
	08/07/2025	Open			Accounts Payable	Sandis Civil Engineers Surveyors Planners	\$21,026.75		
	Invoice		Date	Description		Amount			
	2506364-M		06/30/2025	SR02, 25-030 Ped Crossing W Christoffersen & Mckenna -6/30/25		\$16,191.75			
	2505226		05/31/2025	SR02, 25-030 Ped Crossing W Christoffersen & Mckenna-5/31/25		\$4,835.00			
	Paying Fund			Cash Account		Amount			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	218 - Measure L			218.11000 (Cash)			\$21,026.75		
149807	08/07/2025	Open			Accounts Payable	SHARPENING SHOP	\$51.06		
	Invoice		Date	Description		Amount			
	447489		07/30/2025	WOOD CUTTER BAR OIL AND 63PMC MM CHAIN LOOP		\$51.06			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$51.06			
149808	08/07/2025	Open			Accounts Payable	SIEGFRIED ENGINEERING INC	\$157,035.93		
	Invoice		Date	Description		Amount			
	50188		06/30/2025	25-026 Design Services Task Order 3 for Roads CIP- June 2025		\$157,035.93			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$157,035.93			
149809	08/07/2025	Open			Accounts Payable	SITEONE LANDSCAPE SUPPLY HOLDING LLC	\$500.00		
	Invoice		Date	Description		Amount			
	156492130-001		07/24/2025	GT SERVICE - JEFF LUSK -TROUBLESHOOT (2X)		\$500.00			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$500.00			
149810	08/07/2025	Open			Accounts Payable	SOUTHERN TIRE MART	\$331.00		
	Invoice		Date	Description		Amount			
	7320018080		07/30/2025	ENGINE 34 - RRO FLAT		\$331.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$331.00			
149811	08/07/2025	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$210.00		
	Invoice		Date	Description		Amount			
	QUINTANACARLOS 2		07/16/2025	GRADE 2 EXAM WASTEWATER TREATMENT PLANT OPERATIONS		\$210.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$210.00			
149812	08/07/2025	Open			Accounts Payable	STERICYCLE INC	\$115.76		
	Invoice		Date	Description		Amount			
	8011514549		07/25/2025	ST#2 - STERI-SAFE MONTHLY TREATMENT		\$28.94			
	8011514548		07/25/2025	ST#4 - STERI-SAFE MONTHLY TREATMENT		\$28.94			
	8011514553		07/25/2025	ST#1 - STERI-SAFE MONTHLY TREATMENT		\$28.94			
	8011514552		07/25/2025	ST#3 - STERI-SAFE MONTHLY TREATMENT		\$28.94			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$115.76			
149813	08/07/2025	Open			Accounts Payable	STRYKER SALES CORP.	\$1,847.55		
	Invoice		Date	Description		Amount			
	9209713283		07/08/2025	BATTERY REPLACEMENT KIT		\$1,847.55			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,847.55			

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149814	08/07/2025	Open			Accounts Payable	SUNNY GROVE PRESCHOOL AND CHILDCARE WALNUT CORP	\$1,000.00		
	Invoice		Date	Description		Amount			
	PIP 08/04/25		08/04/2025	Partnership Incentive Program- Sunny Grove Preschool		\$1,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,000.00			
149815	08/07/2025	Open			Accounts Payable	T I D	\$25.25		
	Invoice		Date	Description		Amount			
	072625 1827 Shad		07/26/2025	5637003297 1827 Shadow Park Dr.		\$25.25			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$25.25			
149816	08/07/2025	Open			Accounts Payable	TANK TOWN MEDIA LLC	\$438.00		
	Invoice		Date	Description		Amount			
	95963		06/30/2025	Instrument and Control Technician, Sr Tracy Ad 6/20/25-6/27/2025		\$312.00			
	96386		07/31/2025	Water Treatment Plant Operator II Tracy Ad 7/25/25- 07/25/25		\$126.00			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$438.00			
149817	08/07/2025	Open			Accounts Payable	TID	\$18,900.00		
	Invoice		Date	Description		Amount			
	40037		06/30/2025	GOMES LAKE O&M AND CAPITAL BUDGET 7.1.25- 6.30.26		\$18,900.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$18,900.00			
149818	08/07/2025	Open			Accounts Payable	TOTLCOM - VOICE & DATA SYSTEMS	\$4,362.15		
	Invoice		Date	Description		Amount			
	330364		05/22/2025	Additional Licenses and Phones		\$4,362.15			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$4,362.15			
149819	08/07/2025	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$23,573.50		
	Invoice		Date	Description		Amount			
	06-2025		06/30/2025	June street sweeping		\$23,573.50			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$2,828.82			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$20,744.68			
149820	08/07/2025	Open			Accounts Payable	UNDERGROUND SERVICE ALERT	\$1,519.90		
	Invoice		Date	Description		Amount			
	25USB131228		07/25/2025	CALIFORNIA STATE FEE FOR REGULATORY COSTS 7.1.25 - 6.30.26		\$1,519.90			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$1,519.90			
149821	08/07/2025	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$121,942.95		
	Invoice		Date	Description		Amount			
	53134899		07/01/2025	SODIUM HYPOCHLORITE		\$16,785.32			

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	53150762		07/08/2025		SODIUM HYPOCHLORITE		\$16,376.48		
	53164807		07/11/2025		SODIUM HYPOCHLORITE		\$16,432.94		
	53179902		07/18/2025		SODIUM HYPOCHLORITE		\$16,055.56		
	53194182		07/23/2025		SRWA SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 7.23.25		\$15,179.14		
	53185831		07/22/2025		SODIUM HYPOCHLORITE		\$16,932.56		
	53168972		07/15/2025		SODIUM HYPOCHLORITE		\$16,782.11		
	53196853		07/25/2025		SODIUM BISULFITE		\$7,398.84		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$106,763.81		
	450 - SRWA - Operations				450.11000 (Cash)		\$15,179.14		
149822	08/07/2025	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$1,246.81		
	Invoice		Date		Description		Amount		
	0128444250801		08/01/2025		Acct #128444 - Public Safety internet service		\$917.60		
	0131803250801		08/01/2025		Acct #131803 - Transit Center telephone		\$329.21		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$917.60		
	426 - Transit				426.11000 (Cash)		\$329.21		
149823	08/07/2025	Open			Accounts Payable	V & V MFG INC	\$137.95		
	Invoice		Date		Description		Amount		
	62800		07/22/2025		POLICE BADGE ORDER - DETECTIVE RETIRED		\$137.95		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$137.95		
149824	08/07/2025	Open			Accounts Payable	VERIZON WIRELESS	\$563.26		
	Invoice		Date		Description		Amount		
	6118854942		07/18/2025		642482150-00001 Utilities Wellsites Sim Card Jun 19- Jul 18 2025		\$563.26		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$563.26		
149825	08/07/2025	Open			Accounts Payable	Veronica Palacio DBA Palacio Truth Boxing	\$1,000.00		
	Invoice		Date		Description		Amount		
	PIP 08/04/25		08/04/2025		Partnership Incentive Program- Palacio Truth Boxing		\$1,000.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,000.00		
149826	08/07/2025	Open			Accounts Payable	Vestra Resources, Inc.	\$14,391.50		
	Invoice		Date		Description		Amount		
	82212-26		05/13/2025		GIS Professional Services - through 04/30/25		\$13,328.00		
	82212-27		06/01/2025		GIS Professional Services - through 5/30/2025		\$1,063.50		
	Paying Fund				Cash Account		Amount		
	501 - Information Technology				501.11000 (Cash)		\$14,391.50		
149827	08/07/2025	Open			Accounts Payable	WARDEN'S OFFICE INC	\$36.17		
	Invoice		Date		Description		Amount		
	211079-00		08/01/2025		Will Richard's Name Plate		\$36.17		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$18.08		
	420 - WATER				420.11000 (Cash)		\$18.09		

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149828	08/07/2025	Open			Accounts Payable	WEBSOFT DEVELOPERS, INC.	\$67,575.00		
	Invoice		Date	Description		Amount			
	INV-000800		07/01/2025	MOBILE WORK ORDER MANAGEMENT SOFTWARE		\$67,575.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,054.50			
	205 - Sports Facilities			205.11000 (Cash)		\$1,351.50			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$2,703.00			
	246 - Landscape Assessment			246.11000 (Cash)		\$2,703.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$29,733.00			
	420 - WATER			420.11000 (Cash)		\$27,030.00			
149829	08/07/2025	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	\$61.47		
	Invoice		Date	Description		Amount			
	S2256888.001		07/03/2025	BREAKER FOR BRISTAL PARK		\$61.47			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$61.47			
149830	08/07/2025	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	\$263.00		
	Invoice		Date	Description		Amount			
	1186985		06/13/2025	Columbia Park New Buildings		\$134.00			
	1198819		07/28/2025	Add 2025 Ford Explorer V#32581		\$129.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$134.00			
	426 - Transit			426.11000 (Cash)		\$129.00			
149831	08/07/2025	Open			Accounts Payable	WQTS, Inc.	\$2,475.00		
	Invoice		Date	Description		Amount			
	25-3915		07/14/2025	PHG Report Review		\$2,475.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$2,475.00			
149832	08/07/2025	Open			Accounts Payable	AMEZCUA, DIEGO	\$50.00		
	Invoice		Date	Description		Amount			
	076056092367		03/17/2025	REIMBURSMENT FOR D1 EXAM FEE		\$50.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$50.00			
149833	08/07/2025	Open			Accounts Payable	BRASIL, RAQUEL	\$154.00		
	Invoice		Date	Description		Amount			
	TR5156-BRASIL		07/16/2025	TR5157 2025 WIMS NATIONAL USER CONFERENCE LOVELAND CO		\$154.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$154.00			
149834	08/07/2025	Open			Accounts Payable	CORGIAT, BROOKE	\$154.00		
	Invoice		Date	Description		Amount			
	TR5157-CORGIAT		07/16/2025	TR5157 2025 WIMS NATIONAL USER CONFERENCE LOVELAND CO		\$154.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$77.00			
	420 - WATER			420.11000 (Cash)		\$77.00			

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149835	08/07/2025	Open			Accounts Payable	DUSEL, JOSEPH	\$384.00		
	Invoice		Date	Description			Amount		
	TR 5167 PER DIEM		07/30/2025	SUPERVISOR LEADERSHIP INT., 8/17/25-8/23/25, SAN BERNARDINO			\$384.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$384.00		
149836	08/07/2025	Open			Accounts Payable	KAUFFMAN, PHILIP	\$94.00		
	Invoice		Date	Description			Amount		
	TR 5173 PER DIEM		08/04/2025	CIT FOR THE FTO, 8/5/25 - 8/6/25, SUNNYVALE			\$94.00		
	Paying Fund			Cash Account			Amount		
	266 - Police Services Grants			266.11000 (Cash)			\$94.00		
149837	08/07/2025	Open			Accounts Payable	Martinez, Jorge	\$180.00		
	Invoice		Date	Description			Amount		
	TR5095Reimb		07/22/2025	2025 IAAP Summit - Parking Reimbursement			\$180.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$90.00		
	420 - WATER			420.11000 (Cash)			\$90.00		
149838	08/07/2025	Open			Accounts Payable	PACKWOOD, KAIN	\$73.00		
	Invoice		Date	Description			Amount		
	O-1.19		07/25/2025	MEAL REIMBURSEMENT - 7/24-7/25 OES EXPENSES			\$73.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$73.00		
149839	08/07/2025	Open			Accounts Payable	PACKWOOD, KAIN	\$200.87		
	Invoice		Date	Description			Amount		
	245761-0		07/25/2025	HOTEL REIMBURSEMENT - 7/24-7/25 OES EXPENSES			\$200.87		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$200.87		
149840	08/07/2025	Open			Accounts Payable	VARGAS, JUAN	\$600.00		
	Invoice		Date	Description			Amount		
	Prof Dev FY25/26		07/31/2025	Professional Development 25/26 - JUAN VARGAS			\$600.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$600.00		

Payment Register

From Payment Date: 8/1/2025 - To Payment Date: 8/7/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:					99 Transactions		\$1,325,208.23		
AP - Accounts Payable Totals									
				Checks	Status	Count	Transaction Amount		Reconciled Amount
					Open	99	\$1,325,208.23		\$0.00
					Reconciled	0	\$0.00		\$0.00
					Voided	0	\$0.00		\$0.00
					Stopped	0	\$0.00		\$0.00
					Total	99	\$1,325,208.23		\$0.00
				All	Status	Count	Transaction Amount		Reconciled Amount
					Open	99	\$1,325,208.23		\$0.00
					Reconciled	0	\$0.00		\$0.00
					Voided	0	\$0.00		\$0.00
					Stopped	0	\$0.00		\$0.00
					Total	99	\$1,325,208.23		\$0.00
Grand Totals:									
				Checks	Status	Count	Transaction Amount		Reconciled Amount
					Open	99	\$1,325,208.23		\$0.00
					Reconciled	0	\$0.00		\$0.00
					Voided	0	\$0.00		\$0.00
					Stopped	0	\$0.00		\$0.00
					Total	99	\$1,325,208.23		\$0.00
				All	Status	Count	Transaction Amount		Reconciled Amount
					Open	99	\$1,325,208.23		\$0.00
					Reconciled	0	\$0.00		\$0.00
					Voided	0	\$0.00		\$0.00
					Stopped	0	\$0.00		\$0.00
					Total	99	\$1,325,208.23		\$0.00

Grand Totals:

Payment Register

From Payment Date: 8/8/2025 - To Payment Date: 8/14/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
149841	08/12/2025	Open			Utility Management Refund	JACOPETTI, JOSHUA	\$72.24		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		151114-008	MOVE OUT CREDIT	08/11/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$72.24			
149842	08/12/2025	Open			Utility Management Refund	KHANO, RANNY	\$1,544.37		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Multiple Res Metered		002393-004	CUSTOMER REQUEST	08/11/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$1,544.37			
149843	08/12/2025	Open			Utility Management Refund	TORRES-MENDOZA, ISMAEL	\$89.99		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		159743-003	MOVE OUT CREDIT	08/11/2025	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$1.44			
	420 - WATER			420.11000 (Cash)		\$88.55			
149844	08/12/2025	Open			Accounts Payable	UMR	\$968.81		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	TOSTA AUGUST 25		07/01/2025	Retiree Health Premiums August 2025		\$968.81			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$968.81			
149845	08/12/2025	Open			Licensing Refund	WHITE, JACOB	\$60.00		
	<u>Licensee Type</u>			<u>Licensee Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	BUSINESS			32567	08/12/2025	REFUND			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$60.00			
149846	08/13/2025	Open			Licensing Refund	AIRX UTILITY SURVEYORS	\$564.00		
	<u>Licensee Type</u>			<u>Licensee Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	BUSINESS			32350	08/13/2025	REFUND			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$564.00			
149847	08/14/2025	Open			Accounts Payable	Advanced Mobility Group	\$556.80		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	22441		05/31/2025	20-023 Engineering and Traffic Survey Services- 5/31/25		\$556.80			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	216 - Streets - Local Transportation			216.11000 (Cash)		\$556.80			
149848	08/14/2025	Open			Accounts Payable	AIR EXCHANGE, INC.	\$1,650.03		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	91614394		04/11/2025	FS 31 - MRP WHEEL BEARING		\$1,650.03			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$1,650.03			

Payment Register

From Payment Date: 8/8/2025 - To Payment Date: 8/14/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149849	08/14/2025	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$3,361.53		
	Invoice		Date	Description		Amount			
	INV7357		07/30/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$42.36			
	inv7258		07/30/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$396.48			
	inv7256		07/30/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$185.75			
	inv7085		07/30/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$792.96			
	inv7084		07/30/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$160.77			
	inv7092		07/30/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$100.48			
	inv7093		07/30/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$182.49			
	inv7095		07/30/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$341.35			
	inv7065		07/30/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$79.35			
	inv7310		07/30/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$392.99			
	INV7475		07/31/2025	ALLEGIANCE - JANITORIAL SUPPLIES		\$594.48			
	INV7474		07/31/2025	ALLEGIANCE - JANITORIAL SUPPLIES		\$92.07			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$3,361.53			
149850	08/14/2025	Open			Accounts Payable	ALLSTAR FIRE EQUIPMENT	\$2,126.03		
	Invoice		Date	Description		Amount			
	265719		06/30/2025	WOLFPACK SCBA MASK POUCH		\$2,126.03			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,126.03			
149851	08/14/2025	Open			Accounts Payable	APPLIED TECHNICAL SERVICES, LLC	\$821.50		
	Invoice		Date	Description		Amount			
	4194878		07/29/2025	PRECISION BALANCE SCALE / AUTOCLAVE STEAM STERILIZER / ANALYTICA		\$821.50			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$410.75			
	420 - WATER			420.11000 (Cash)		\$410.75			
149852	08/14/2025	Open			Accounts Payable	AssetWorks Inc	\$1,870.00		
	Invoice		Date	Description		Amount			
	SIN016675		06/30/2025	Drewelow/Plummer IMPLEMENTATION 6/22-6/30 2025		\$1,870.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$710.60			
	505 - Fleet			505.11000 (Cash)		\$1,159.40			
149853	08/14/2025	Open			Accounts Payable	AT&T/SBC	\$66.05		
	Invoice		Date	Description		Amount			
	RELAY 8/1/25		08/01/2025	Acct# 248 134-2929 655 9/ California Relay Srvc TDD		\$4.30			
	FIRE 8/1/25		08/01/2025	Acct# 233 841-5391 333 1/ Fire Dept		\$61.75			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$66.05			
149854	08/14/2025	Open			Accounts Payable	B & V Commercial Cleaning, Inc	\$2,495.06		
	Invoice		Date	Description		Amount			
	3682		08/01/2025	SRWA - Janitorial Cleaning Service July 2025		\$2,495.06			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$2,495.06			

City of Turlock

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From Payment Date: 8/8/2025 - To Payment Date: 8/14/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149855	08/14/2025	Open			Accounts Payable	BAY CITY BOILER AND ENGINEERING CO., INC.	\$4,032.50		
	Invoice		Date	Description		Amount			
	37884		06/25/2025	HOT WATER BOILER REPAIRS AND PREVENTATIVE MAINTENANCE SERVICES		\$4,032.50			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,032.50			
149856	08/14/2025	Open			Accounts Payable	BICSEC SECURITY INC	\$266.25		
	Invoice		Date	Description		Amount			
	230231		08/01/2025	SRWA BICSEC - SECURITY AND FIRE ALARM MONITORING Sept 2025		\$266.25			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$266.25			
149857	08/14/2025	Open			Accounts Payable	BKS Law Firm, A Professional Corporation	\$180.00		
	Invoice		Date	Description		Amount			
	June 2025		06/30/2025	SRWA - Legal Services for 2024-25 June 2025		\$180.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$180.00			
149858	08/14/2025	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$601.90		
	Invoice		Date	Description		Amount			
	281271		08/07/2025	25854415 HINGE		\$241.63			
	281306		08/11/2025	13540604 (S)SENSOR		\$389.75			
	CM280443a		06/25/2025	20779889 (S)CLA		(\$29.48)			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$601.90			
149859	08/14/2025	Open			Accounts Payable	CARNEGIE ARTS CENTER FOUNDATION	\$358.49		
	Invoice		Date	Description		Amount			
	8/1/24-7/31/25		06/30/2025	Interest on Performance Security 8/1/24-7/31/25		\$358.49			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$358.49			
149860	08/14/2025	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$4,443.91		
	Invoice		Date	Description		Amount			
	274919		07/09/2025	RECYCLED AB		\$582.00			
	275715		07/21/2025	FILL SAND		\$3,861.91			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,443.91			
149861	08/14/2025	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$1,987.39		
	Invoice		Date	Description		Amount			
	170078401080125		08/01/2025	170078401 / D. LEWIS 2014 Independence Dr. Admin Internet		\$84.98			
	170074001080125		08/01/2025	170074001 / WQC 901 S Walnut Rd		\$109.99			
	170078701080125		08/01/2025	170078701 / L. MACHADO 4304 Arcadian Dr IT Internet		\$100.00			
	170075001080125		08/01/2025	170075001 / CITY HALL 156 S Broadway #116 City Wide Internet		\$1,049.00			

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From Payment Date: 8/8/2025 - To Payment Date: 8/14/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	170073601080125		08/01/2025	170073601 / PSF TV & INTERNET 244 N Broadway			\$643.42		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$728.40		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$54.99		
	420 - WATER			420.11000 (Cash)			\$55.00		
	501 - Information Technology			501.11000 (Cash)			\$1,149.00		
149862	08/14/2025	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$459.74		
	Invoice		Date	Description			Amount		
	4010286305		08/08/2025	08022025 PAYROLL WITHHOLDING			\$459.74		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$459.74		
149863	08/14/2025	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$608.87		
	Invoice		Date	Description			Amount		
	5283670302		07/30/2025	First Aid & Safety Supplies Management			\$156.40		
	5284419604		08/04/2025	First Aid & Safety Supplies Management			\$8.18		
	5283920501		07/31/2025	SRWA Medical Supplies 7.31.25			\$79.29		
	5284703305		08/05/2025	First Aid & Safety Supplies Management - Muni			\$365.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$364.14		
	420 - WATER			420.11000 (Cash)			\$76.97		
	426 - Transit			426.11000 (Cash)			\$58.44		
	450 - SRWA - Operations			450.11000 (Cash)			\$79.29		
	505 - Fleet			505.11000 (Cash)			\$30.03		
149864	08/14/2025	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$2,690.00		
	Invoice		Date	Description			Amount		
	37818635		07/29/2025	SRWA Pest/Weed Control Services Monthly Pest July 2025			\$320.00		
	37916997		07/02/2025	SRWA Pest/Weed Control Services Monthly Weed July 2025			\$2,370.00		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$2,690.00		
149865	08/14/2025	Open			Accounts Payable	Cloudburst Consulting Group, Inc.	\$5,037.50		
	Invoice		Date	Description			Amount		
	18072		06/30/2025	Consultant Services- June 2025			\$2,247.50		
	17851		05/31/2025	Consultant Services- May 2025			\$2,790.00		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$2,518.75		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			\$2,518.75		
149866	08/14/2025	Open			Accounts Payable	CMTA	\$125.00		
	Invoice		Date	Description			Amount		
	300004223		08/04/2025	CMTA Membership 2025			\$125.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$125.00		
149867	08/14/2025	Open			Accounts Payable	Core & Main LP	\$1,037.91		
	Invoice		Date	Description			Amount		
	X040416		07/11/2025	CABLES FOR METERS			\$1,037.91		

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From Payment Date: 8/8/2025 - To Payment Date: 8/14/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149868	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,037.91		
	08/14/2025	Open			Accounts Payable	CRIME GUARD INC	\$6,324.00		
	Invoice			Date	Description		Amount		
	28332			07/31/2025	LIVE MONITORING; DONNELLY PARK; 7/01-7/31/2025		\$868.00		
	28331			07/31/2025	LIVE MONITORING; DENAIR PARK; 7/01-7/31/2025		\$868.00		
	28330			07/31/2025	LIVE MONITORING; CORP YARD; 7/01-7/31/2025		\$1,116.00		
	28329			07/31/2025	LIVE MONITORING; COLUMBIA PARK; 7/01-7/31/2025		\$868.00		
	28328			07/31/2025	LIVE MONITORING; CENTRAL PARK; 7/01-7/31/2025		\$1,736.00		
	28327			07/31/2025	LIVE MONITORING; BROADWAY PARK; 7/01-7/31/2025		\$868.00		
149869	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$6,324.00		
	08/14/2025	Open			Accounts Payable	DANIEL B COZAD DBA CENTRAL VALLEY SALINITY COALIAT	\$23,760.33		
	Invoice			Date	Description		Amount		
	25-3295			04/22/2025	2025 ANNUAL PARTICIPATION FEE		\$23,760.33		
149870	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$23,760.33		
	08/14/2025	Open			Accounts Payable	DUBLIN AUTOMOTIVE GROUP DBA TURLOCK CHRYSLER DODGE	\$2,473.90		
	Invoice			Date	Description		Amount		
	42598			08/04/2025	General Concern #1 [CUSTOMER STATES THE VEHICLE DOES NOT START		\$2,473.90		
149871	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,473.90		
	08/14/2025	Open			Accounts Payable	East Turlock Subbasin Groundwater Sustainability	\$9,921.37		
	Invoice			Date	Description		Amount		
	17284			07/31/2025	GROUNDWATER USE FEE CATEGORY 1 - 17284		\$5,980.73		
149872	17283			07/31/2025	GROUNDWATER USE FEE CATEGORY 1 - 17283		\$3,940.64		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$9,921.37		
	08/14/2025	Open			Accounts Payable	ENGINEERED FIRE SYST INC	\$1,147.50		
	Invoice			Date	Description		Amount		
149873	22575			08/01/2025	PLAN CHECKING SERVICE - JULY 2025		\$1,147.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,147.50		
	08/14/2025	Open			Accounts Payable	ENTERPRISE FM TRUST	\$4,820.86		
	Invoice			Date	Description		Amount		
149874	FBN5388942			08/05/2025	SRWA Enterprise Leased Vehicles - August 2025		\$4,820.86		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$4,820.86		
	08/14/2025	Open			Accounts Payable	FASTENAL COMPANY INC	\$610.68		
	Invoice			Date	Description		Amount		
CATUR198601			07/16/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			\$610.68		

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From Payment Date: 8/8/2025 - To Payment Date: 8/14/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149875	Paying Fund				Cash Account		Amount		
	505 - Fleet				505.11000 (Cash)		\$610.68		
	08/14/2025	Open			Accounts Payable	FEDERAL EXPRESS	\$65.75		
	Invoice		Date		Description		Amount		
	8-949-20291		08/08/2025		SHIPPING CHARGES FOR 8/8/25		\$65.75		
149876	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$44.02		
	246 - Landscape Assessment				246.11000 (Cash)		\$21.73		
	08/14/2025	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	\$10,584.00		
149877	Invoice		Date		Description		Amount		
	6459		08/04/2025		SRWA - Unarmed Security Services July 2025		\$10,584.00		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$10,584.00		
149878	08/14/2025	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$300.80		
	Invoice		Date		Description		Amount		
	2515231		07/24/2025		RUBBERIZED APRONS-CHEMICAL RE / REUSABLE		\$14.84		
	2451011		07/22/2025		MED FACE SHEILD - LAB		\$15.16		
149879	2137626		07/08/2025		AUTOCCLAVABLE SCREW CAP - LAB		\$67.90		
	2418811		07/21/2025		SODIUM HYDROXIDE / SULFURIC ACID - LAB		\$202.90		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$82.74		
149878	450 - SRWA - Operations				450.11000 (Cash)		\$218.06		
	08/14/2025	Open			Accounts Payable	FRANCHISE TAX BOARD	\$60.17		
	Invoice		Date		Description		Amount		
	080225GONZALEZ		08/08/2025		080225 PAYROLL WITHHOLDING		\$60.17		
149879	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$60.17		
	08/14/2025	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$15,811.50		
	Invoice		Date		Description		Amount		
	L5G0125		07/01/2025		DRINKING WATER WELL ANALYSIS - NITRATE		\$32.00		
	L5G0124		07/01/2025		DRINKING WATER WELL ANALYSIS - NITRATE		\$32.00		
	L5G0120		07/01/2025		DRINKING WATER WELL ANALYSIS - NITRATE		\$32.00		
	L5G0119		07/01/2025		DRINKING WATER WELL ANALYSIS - NITRATE		\$32.00		
	L5G0118		07/01/2025		DRINKING WATER WELL ANALYSIS - NITRATE		\$32.00		
	L5G0117		07/01/2025		DRINKING WATER WELL ANALYSIS - NITRATE		\$32.00		
	L5G0116		07/01/2025		DRINKING WATER WELL ANALYSIS - NITRATE		\$32.00		
	L5G0121		07/01/2025		DRINKING WATER WELL ANALYSIS - 524 (PCE)		\$307.50		
	L5G0102		07/01/2025		WEEKLY WASTEWATER SAMPLING AMMONIA		\$40.70		
	L5G0104		07/01/2025		BIMONTHLY WASTEWATER ANALYSIS NITRATE +NITRATE AS N		\$66.00		
	L5G0213		07/02/2025		MONTHLY WASTEWATER ANALYSIS-THMs		\$176.00		
	L5G1010		07/10/2025		DRINKING WATER WELL ANALYSIS - 524.2		\$533.00		
	L5G0214		07/02/2025		DRINKING WATER WELL ANALYSIS ARSENIC		\$37.00		
	L5G0207		07/02/2025		WELL #33-GM, GP INORGAINCS (NO AS) 504,524.2		\$1,686.65		
	L5G0210		07/02/2025		NITRATE, NITRATE		\$619.50		
					CORROSION CONTROL WQP MON-SITES				

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	L5G0205		07/02/2025		CORROSION CONTROWL WQP MON- TERMINAL		\$64.00		
	L5G0222		07/02/2025		TANK PUMP STATION				
	L5G0122		07/01/2025		TT-PROJECT		\$134.40		
	L5G0103		07/01/2025		DRINKING WATER WELL ANALYSIS - 123 TCP		\$496.00		
	L5G2922		07/29/2025		QUARTERLY WASTEWATER ANALYSIS TOTAL		\$51.70		
	L5G2804		07/28/2025		HARDNESS				
	L5G2416		07/24/2025		SLUDGE SAMPLING		\$187.00		
	L5G3116		07/31/2025		QUARTERLY WASTEWATER ANALYSIS - MERCURY (LL)		\$397.00		
	L5G2306		07/23/2025		LEAD AND COPPER		\$1,426.20		
	L5G0810		07/08/2025		LEAD AND COPPER		\$537.60		
	L5G0811		07/08/2025		DOWNTOWN PCE REMEDIATION PROJECT		\$1,512.00		
	L5G2812		07/28/2025		ANNUAL LABORATORY WATERS		\$2,412.90		
	L5G3007		07/30/2025		ANNUAL WATER SUPPLY MONITORING		\$1,382.85		
	L5G3006		07/30/2025		SENTINEL PLAN		\$403.20		
	L5G0105		07/01/2025		CORROSION CONTROWL WQP MON- WELL 38 (FINAL EFFLUENT)		\$43.00		
	L5G0106		07/01/2025		CORROSION CONTROWL WQP MON- TERMINAL		\$64.00		
	L5G1604		07/16/2025		TANK PUMP STATION				
	L5G0809		07/08/2025		QUARTERLY WASTEWATER ANALYSIS - DOC		\$49.50		
	L5G1506		07/15/2025		BIMONTHLY WASTEWATER ANALYSIS TOTAL		\$46.20		
	L5G1605		07/16/2025		PHOSPHOROUS				
	L5G0206		07/02/2025		BIMONTHLY WASTEWATER ANALYSIS TOTAL		\$46.20		
	L5G0208		07/02/2025		PHOSPHOROUS				
	L5G1607		07/16/2025		WEEKLY WASTEWATER SAMPLING AMMONIA		\$40.70		
	L5G1606		07/16/2025		WEEKLY WASTEWATER SAMPLING AMMONIA		\$40.70		
	L5G1709		07/17/2025		BIMONTHLY WASTEWATER ANALYSIS NITRATE +NITRATE AS N		\$66.00		
	L5G2108		07/21/2025		WELL 38 MONTHLY ANALYSIS		\$359.10		
	Paying Fund				DRINKING WATER WELL ANALYSIS - GROSS ALPH & URANIUM		\$237.90		
	410 - WATER QUALITY CONTROL (WQC)				CORROSION CONTROWL WQP MON- TERMINAL		\$64.00		
	420 - WATER				TANK PUMP STATION				
					CORROSION CONTROWL WQP MON- WELL 38 (FINAL EFFLUENT)		\$43.00		
					LEAD AND COPPER		\$1,612.80		
					SENTINEL PLAN		\$403.20		
					Cash Account		Amount		
					410.11000 (Cash)		\$1,207.70		
					420.11000 (Cash)		\$14,603.80		
149880	08/14/2025	Open			Accounts Payable	GRAINGER INC, W W	\$5,670.46		
	Invoice		Date		Description		Amount		
	9585051346		07/24/2025		SHIPPING & RECEIVING GENERAL SUPPLIES		\$269.44		
	9588171588		07/28/2025		SHIPPING & RECEIVING GENERAL SUPPLIES		\$29.85		
	9592268396		07/31/2025		SRWA Supplies - Measuring Wheel		\$210.10		
	9592664610		07/31/2025		SRWA Supplies - Pipe Cement Glue		\$82.95		
	9563769737		07/07/2025		BIO TOWER TENSION CABLE REPAIR		\$1,316.85		
	9563317271		07/07/2025		BIO TOWER TENSION CABLE REPAIR		\$127.65		
	9581567667		07/22/2025		MACHINERY EYE BOLT		\$510.63		
	9580075225		07/21/2025		MOBIL DTE HEAVY MEDIUM ISO 68		\$287.54		

City of Turlock

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	9576283064		07/17/2025		WQC SUPPLIES		\$1,224.70		
	9575191961		07/16/2025		MEASURING WHEEL PRO		\$246.40		
	9583457537		07/23/2025		VIBRATION STRUT / PROGRESS UNION / HOSE FITTING		\$100.11		
	9584443734		07/24/2025		BARBED HOSE FITTING		\$3.24		
	9586462690		07/25/2025		WIRE ROPE TIMBLE		\$31.88		
	9592733316		07/31/2025		SUBMERSIBLE LEVEL TRANSMITER FOR SEWERRR LIFT STATIONS		\$1,229.12		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,790.58		
	420 - WATER				420.11000 (Cash)		\$287.54		
	450 - SRWA - Operations				450.11000 (Cash)		\$293.05		
	505 - Fleet				505.11000 (Cash)		\$299.29		
149881	08/14/2025	Open			Accounts Payable	GREEN RUBBER - KENNEDY AG	\$355.62		
	Invoice		Date		Description		Amount		
	M-526771		07/30/2025		SRWA Supplies - Caustic Line Set Up		\$355.62		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$355.62		
149882	08/14/2025	Open			Accounts Payable	HACH COMPANY	\$1,826.71		
	Invoice		Date		Description		Amount		
	14594455		07/24/2025		LABORATORY AND PROCESS INSTRUMENT		\$1,603.69		
	14600265		07/29/2025		PARTS AND SERVICES NITRATE TNT +LR - LAB		\$223.02		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,603.69		
	420 - WATER				420.11000 (Cash)		\$223.02		
149883	08/14/2025	Open			Accounts Payable	HAWORTH INC	\$5,903.04		
	Invoice		Date		Description		Amount		
	3002065561		06/27/2025		Furniture for SB Office		\$5,903.04		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$5,903.04		
149884	08/14/2025	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$2,831.57		
	Invoice		Date		Description		Amount		
	SCN429650		07/15/2025		HOOD GOGGLES		(\$287.92)		
	SCN429647		07/15/2025		HOOD GOGGLES		(\$154.03)		
	SCN429754		07/15/2025		HOOD GOGGLES		(\$77.01)		
	INV00779698		07/28/2025		SS PROBE/CABLE		\$2,249.06		
	INV00761513		07/09/2025		SIMPLIFIED TKN TNT PLUS		\$1,101.47		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,350.53		
	420 - WATER				420.11000 (Cash)		(\$518.96)		
149885	08/14/2025	Open			Accounts Payable	Healthy Alternatives to Violent Environments	\$3,774.94		
	Invoice		Date		Description		Amount		
	22171 Draw #4		06/30/2025		Public Services - HAVEN - FY 2024-25, Draw #4		\$3,774.94		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$3,774.94		

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149886	08/14/2025	Open			Accounts Payable	HILMAR LUMBER INC	\$532.00		
	Invoice		Date	Description		Amount			
	734758		07/11/2025	1/2 T CAP PVC / 1 1/2 MALE ADAPTER PVC		\$24.91			
	734754		07/11/2025	WQC SUPPLIES		\$245.72			
	733978		07/07/2025	NEEDLE VALVE		\$41.99			
	734024		07/07/2025	HEX NIPPLE / VLV BALL CHRM		\$160.16			
	E63943		07/07/2025	HEX NIPPLE / VLV BALL -CR		(\$13.79)			
	733628		07/03/2025	A&M W/S BLK / POOL HOSE		\$73.01			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$385.63			
	420 - WATER			420.11000 (Cash)		\$146.37			
149887	08/14/2025	Open			Accounts Payable	HONEYWELL INTERNATIONAL INC.	\$17,091.18		
	Invoice		Date	Description		Amount			
	5270599279		08/05/2025	STATION ALERTING 7/1/25-6/30/26		\$17,091.18			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$17,091.18			
149888	08/14/2025	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	\$282.66		
	Invoice		Date	Description		Amount			
	38395636		07/21/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$87.67			
	38453189		07/25/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$194.99			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$282.66			
149889	08/14/2025	Open			Accounts Payable	INDUSTRIAL ELECTRICAL CO.	\$1,906.05		
	Invoice		Date	Description		Amount			
	PI-084571		06/30/2025	WATER WELL MOTOR REPAIR SERVICES		\$1,906.05			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,906.05			
149890	08/14/2025	Open			Accounts Payable	KEENAN & ASSOCIATES	\$35,806.25		
	Invoice		Date	Description		Amount			
	326286		07/09/2025	FY 25-26 Workers Comp 1st Q		\$35,806.25			
	Paying Fund			Cash Account		Amount			
	510 - Workers Compensation Ins			510.11000 (Cash)		\$35,806.25			
149891	08/14/2025	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$25.92		
	Invoice		Date	Description		Amount			
	11671348		07/31/2025	Acct #9020101104 - Translation services for Police Department		\$25.92			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$25.92			
149892	08/14/2025	Open			Accounts Payable	Lhoist North America of Arizona, Inc.	\$9,608.01		
	Invoice		Date	Description		Amount			
	1102515293		07/29/2025	SRWA SUPPLY AND DELIVERY OF Hydrated Lime 7.29.25		\$9,608.01			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$9,608.01			
149893	08/14/2025	Open			Accounts Payable	Life-Assist, Inc	\$3,021.75		
	Invoice		Date	Description		Amount			
	1623889		07/30/2025	MASIMO LNCS II		\$1,430.83			

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	1623890		07/29/2025	EKF LIFEPAK			\$1,590.92		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,021.75		
149894	08/14/2025	Open			Accounts Payable	Linde Inc.	\$3,015.68		
	Invoice		Date	Description			Amount		
	51304427		07/31/2025	SRWA SUPPLY & DELIVERY OF LIQUID OXYGEN			\$3,015.68		
				7.31.25					
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$3,015.68		
149895	08/14/2025	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$180.91		
	Invoice		Date	Description			Amount		
	46690013		08/05/2025	ASPHALT			\$90.83		
	46711468		08/06/2025	ASPHALT			\$90.08		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$180.91		
149896	08/14/2025	Open			Accounts Payable	MES I ACQUISITION INC DBA MES SERVICE COMPANY LLC	\$1,310.56		
	Invoice		Date	Description			Amount		
	IN2288217		06/25/2025	SCBA REPAIR			\$1,310.54		
	IN2288224		06/25/2025	COVER ASSY			\$0.02		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,310.56		
149897	08/14/2025	Open			Accounts Payable	MICROBIZ SECURITY COMPANY	\$17,114.23		
	Invoice		Date	Description			Amount		
	77242		07/08/2025	Limited Maintenance Renewal 7/1/25 - 6/30/2026			\$7,320.00		
	77241		07/08/2025	Standard Software Agreement 7/1/2025-6/30/2026			\$9,794.23		
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			\$17,114.23		
149898	08/14/2025	Open			Accounts Payable	MRC SMART TECHNOLOGY SOLUTIONS dba MR. COPY INC	\$7,005.10		
	Invoice		Date	Description			Amount		
	IN4777753		04/29/2025	Printer Maintenance and Management System 3/26/25 -4/25/25			\$2,823.88		
	IN4828401		05/29/2025	Printer Maintenance and Management System 4/26/25 -5/25/25			\$2,158.52		
	IN4878822		06/28/2025	Printer Maintenance and Management System 5/26/25 -6/25/25			\$2,022.70		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$6,252.83		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			\$35.61		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$528.72		
	420 - WATER			420.11000 (Cash)			\$151.11		
	501 - Information Technology			501.11000 (Cash)			\$0.08		
	505 - Fleet			505.11000 (Cash)			\$36.75		
149899	08/14/2025	Open			Accounts Payable	MUNISERVICES LLC	\$625.00		
	Invoice		Date	Description			Amount		
	INV06-021474		06/30/2025	STARS Services for 1st Quarter 2025 Data			\$625.00		
	Paying Fund			Cash Account			Amount		

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	110 - General Fund			110.11000 (Cash)			\$625.00		
149900	08/14/2025	Open			Accounts Payable	NAPA AUTO PARTS	\$29,278.92		
	Invoice		Date	Description		Amount			
	839383		08/07/2025	7302738 HATCH		\$23.88			
	840616		08/07/2025	DMM11ADMM4 FLUKE FUSE SET		\$20.64			
	840699		08/07/2025	"200036 AIR FILTER () "		\$603.01			
	840700		08/07/2025	HYDRAULIC FILTER		\$379.41			
	840752		08/07/2025	37479 THL 271 HD 36ML (		\$47.97			
	840864		08/07/2025	7551052 COUPLER		\$34.77			
	840866		08/07/2025	3416 FUEL FILTER ()		\$948.82			
	840873		08/07/2025	SG8472X SILENTGUARD BRK PADS ()		\$344.03			
	840877		08/07/2025	9666 AIR FILTER ()		\$437.00			
	840891		08/07/2025	748UU SPARK PLUG WIRE SET ()		\$374.04			
	840895		08/07/2025	AD1311LHP TWD 4 LUNAR HP PADS ()		\$831.09			
	840971		08/07/2025	2011R MIL LIGHT (M01)		\$130.33			
	840984		08/07/2025	SG7576M SILENTGUARD BRK PADS ()		\$86.31			
	841002		08/07/2025	48880870 BRAKE ROTOR ()		\$448.71			
	841013		08/07/2025	XP103 IRIDIUM SPARK PLUG ()		\$65.09			
	841016		08/07/2025	48882867 BRAKE ROTOR ()		\$256.18			
	841029		08/07/2025	48880870 BRAKE ROTOR ()		(\$288.07)			
	841035		08/07/2025	899-1303-1 WASHER NOZZLE (130)		\$21.70			
	841047		08/07/2025	ZX3030 30LB 134A REFRIGERANT		\$297.37			
	841064		08/07/2025	264-358 OIL PAN ()		\$121.38			
	841070		08/07/2025	89913031 WASHER NOZZLE		\$21.70			
	841077		08/07/2025	265-850 TRANSMISSION PAN ()		\$593.42			
	841091		08/07/2025	PL76606 ROTOR ()		\$1,064.53			
	841095		08/07/2025	AD1311LHP 4 LUNAR HP PADS ()		\$498.65			
	841112		08/07/2025	264-358 OIL PAN ()		(\$45.06)			
	841120		08/07/2025	FT9656 DISC BRAKE PAD ()		\$305.97			
	841126		08/07/2025	4017 CABIN AIR FILTER		\$168.69			
	841142		08/07/2025	7236 18MO WTY BAT		\$653.67			
	841210		08/07/2025	48881774 NAPA Premium Front Brake Rotor ()		\$200.74			
	841217		08/07/2025	FT8997 DISC BRAKE PAD		\$147.61			
	841218		08/07/2025	35837 TIRE LUBE MNT PASTE ()		\$77.82			
	841328		08/07/2025	NR 2136A Radiator ()		\$326.42			
	841351		08/07/2025	3472MP FUEL FILTER ()		\$12.65			
	841358		08/07/2025	6418 AIR FILTER ()		\$17.92			
	841396		08/07/2025	26418 AIR FILTER ()		\$41.82			
	841402		08/07/2025	W942 HOOK PICK SET (667)		\$94.95			
	841420		08/07/2025	7565 2YR WTY BAT (170)		\$467.05			
	841437		08/07/2025	35837 TIRE LUBE MNT PASTE ()		\$112.16			
	841452		08/07/2025	MS97214 PLENUM GSKT SET ()		\$74.68			
	841472		08/07/2025	5GAL ANTIFRZ DRAINPAN ()		\$42.58			
	841473		08/07/2025	80966 HAND TOOL SET		\$2,461.20			
	841474		08/07/2025	9628 NON SPRING ()		\$32.28			
	841549		08/07/2025	9666 AIR FILTER		\$437.00			
	841574		08/07/2025	3011 FUEL FILTER		\$11.61			
	841671		08/07/2025	7524 2YR WTY BAT (170)		\$588.45			
	841674		08/07/2025	2011R LIGHT (M01)		\$65.16			

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841684	08/07/2025			221-9444	RADIATOR ()		\$369.02		
841735	08/07/2025			2606363	CONTROL ARM AND BALL ()		\$452.64		
841737	08/07/2025			15958	PLATINUM FILTER KIT (		\$65.19		
841776	08/07/2025			75155	NAPA 5W20 5 QUART ()		\$120.30		
841787	08/07/2025			BEN800470	R-12DCVALVE RELAY		\$219.68		
841794	08/07/2025			AD1311LHP	4 LUNAR HP PADS ()		\$664.87		
841806	08/07/2025			7236	18MO WTY BAT		\$932.42		
841826	08/07/2025			XP5363	IRIDIUM SPARK PLUG		\$292.90		
841854	08/07/2025			SG8909M	SILENTGUARD BRK PADS		\$43.16		
841856	08/07/2025			17968	FILTER KIT (		\$11.79		
841873	08/07/2025			SG7974AM	SILENTGUARD BRK PADS		\$43.16		
841878	08/07/2025			70327	12MXTXREEL ()		\$325.85		
841905	08/07/2025			5050	BRAKE PARTS CLEANER		\$272.95		
841910	08/07/2025			NR 2136A	RADIATOR ()		(\$289.95)		
841921	08/07/2025			25040525	SERPENTINE BELT		\$22.00		
841939	08/07/2025			213-4333	ENGINE SENSOR ()		\$36.19		
841941	08/07/2025			48882867	BRAKE ROTOR		\$768.54		
841942	08/07/2025			FT9656	DISC BRAKE PAD (		\$152.99		
841946	08/07/2025			AC ASSEMBLY	ac repair ()		\$472.40		
841963	08/07/2025			25-061102	V-RIBBED BELT ()		(\$164.89)		
841968	08/07/2025			100351	ENGINE OIL FILTER		\$27.65		
841976	08/07/2025			25060450	SERPENTINE BELT		\$23.28		
841987	08/07/2025			XP103	IRIDIUM SPARK PLUG ()		\$74.76		
841990	08/07/2025			25-040525	SERPENTINE BELT ()		(\$22.00)		
842001	08/07/2025			48882614	BRAKE ROTOR		\$342.49		
842005	08/07/2025			7551039	TRAILER BALL (570)		\$41.27		
842010	08/07/2025			48882616	BRAKE ROTOR		\$266.87		
842026	08/07/2025			48882616	BRAKE ROTOR ()		\$64.05		
842027	08/07/2025			48882616	BRAKE ROTOR ()		\$64.05		
842028	08/07/2025			25061000HD	FLEETRANNER BELT		\$119.86		
842037	08/07/2025			SG7576M	SILENTGUARD BRK PADS ()		\$110.84		
842071	08/07/2025			PLUS32	32 WINDSHIELD WASH		\$29.99		
842072	08/07/2025			PLUS32	32 WINDSHIELD WASH		\$2.73		
842079	08/07/2025			8124225A	QDSKTCPL		\$38.70		
842104	08/07/2025			8223	3MO WTY BAT (170)		\$52.71		
842118	08/07/2025			7151	NGINE OIL FILTER ()		\$19.87		
842177	08/07/2025			100050	ENGINE OIL FILTER		\$29.60		
842207	08/07/2025			38485	IDLER PULLEY ()		\$82.34		
842224	08/07/2025			5061210	SERPENTINE BELT (		\$191.45		
842256	08/07/2025			782-3127	FUSE HOLDER		\$57.25		
842288	08/07/2025			7594R	2YR WTY BAT (170)		\$600.27		
842290	08/07/2025			244-9278	REMAN STARTER ()		\$105.52		
842294	08/07/2025			1748XD	OIL FILTER ()		\$204.51		
842323	08/07/2025			AR174	RELAY (		\$74.79		
842326	08/07/2025			SC-2955	STEERING STABILIZER ()		\$93.00		
842352	08/07/2025			A26	HI PWR II IND V-BELT		\$9.80		
842355	08/07/2025			5214283	SPRINGS ()		\$13.48		
842385	08/07/2025			9168	AIR FILTER ()		\$30.87		
842406	08/07/2025			NPF002	2.5 DEF ()		\$211.66		
842431	08/07/2025			2691123	TIE ROD END SLEEVE		(\$21.15)		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	842508		08/07/2025		CSJ2TAL 2T ALUM CARLYLE JACK ()		\$1,166.11		
	842517		08/07/2025		27202MP ENGINE OIL FILTER		\$2.18		
	842525		08/07/2025		W502 Performance Tool 3/4" x 60' Black Electr		\$16.73		
	842546		08/07/2025		XP5863 Spark Plug - Iridium		\$461.13		
	842547		08/07/2025		319200 SENSOR - EGR		\$63.78		
	842586		08/07/2025		APP103 SPARK PLUG		\$61.81		
	842593		08/07/2025		15949 ATP PLATINUM KIT ()		\$30.69		
	842598		08/07/2025		IC369 COIL ON PLUG COIL		\$608.47		
	842610		08/07/2025		7236 18MO WTY BAT		\$326.83		
	842630		08/07/2025		821-2737 BULLDOG SQ JACK 8K TW ()		\$207.12		
	842647		08/07/2025		CFJ2550 25 50 TON AIR JACK ()		\$2,452.32		
	842712		08/07/2025		7565 2YR WTY BAT		\$934.10		
	842655		08/07/2025		755-2764 TRI-BALL W HOOK ()		\$118.40		
	842708		08/07/2025		FH6319 CIRCUIT BREAKER ()		\$78.12		
	842815		08/07/2025		NS7038 SWITCH-NEUTRAL BACKUP		\$56.70		
	842820		08/07/2025		821-2204 WHEEL BEARING ()		\$34.96		
	842835		08/07/2025		AR174K ECH RELAY KIT ()		\$253.73		
	842839		08/07/2025		60381 GRO LICENSE LAMP LED ()		\$276.67		
	842856		08/07/2025		87-8014 GRO WIRE ()		\$25.95		
	842846		08/07/2025		745-3039 BK BRG PROT ()		\$47.60		
	842884		08/07/2025		926450 NOE A-PILLAR MOULDING		\$137.39		
	842908		08/08/2025		755-5970 BK Dust Cap / Wheel Bearing - Univ ()		\$50.33		
	842911		08/08/2025		755-5970 BK WHEEL BEARING ()		\$50.33		
	842939		08/08/2025		10202R LIT M C LAMP		\$18.09		
	842944		08/08/2025		10205R LIT M C LAMP (395)		\$33.46		
	842912		08/07/2025		030699426249 NON hook ()		\$30.24		
	842962		08/07/2025		RTA9202 DC Krylon Rust Tough Enamel, GI (		\$25.79		
	842961		08/11/2025		22HP BBE BE AG & INDUSTRIAL Hitch Pin ()		\$21.51		
	842965		08/11/2025		43272 GRO LICENSE BRACKET ()		\$7.86		
	842975		08/11/2025		TTDC5 NON DUST CAP		\$40.54		
	842997		08/11/2025		27502MP SFI ENGINE OIL FILTER		\$21.73		
	842999		08/11/2025		25-081000 NBH SERPENTINE BELT ()		\$40.18		
	843006		08/11/2025		B2598H NON SPRING LATCH ()		\$43.43		
	843017		08/11/2025		38022 NBH IDLER PULLEY		\$39.72		
	843025		08/11/2025		7823127 BK FUSE HOLDER		\$85.87		
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$6,358.14		
	505 - Fleet				505.11000 (Cash)		\$22,920.78		
149901	08/14/2025	Open			Accounts Payable	National Coating & Lining Co	\$15,369.00		
	Invoice		Date		Description		Amount		
	PP3/CP 23-027		06/30/2025		23-027 Secondary Clarifier No. 4 Recoating-6/30/2025		\$15,369.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$15,369.00		
149902	08/14/2025	Open			Accounts Payable	Operational Technical Services, LLC	\$7,398.00		
	Invoice		Date		Description		Amount		
	5058		07/27/2025		SRWA - Senior Operator MC 7.23.25 - 7.27.25		\$7,398.00		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$7,398.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149903	08/14/2025	Open			Accounts Payable	OREILLY AUTO PARTS	\$78.38		
	Invoice		Date	Description		Amount			
	3585-485524		08/07/2025	AFZ AF2100	1GALANTIFREZ	\$60.79			
	2800-169348		08/08/2025	MCS 8190 OIL CAP		\$17.59			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$78.38			
149904	08/14/2025	Open			Accounts Payable	P G & E	\$6,349.52		
	Invoice		Date	Description		Amount			
	COLUMBIA 7/31/25		07/31/2025	6180280303-3 / 600 Columbia St		\$8.11			
	HIGH 7/31/25		07/31/2025	0221941093-9 / 595 High St		\$8.11			
	R.BOESCH 7/31/25		07/31/2025	4388605407-1 / 275 N Orange		\$15.39			
	FIRE#3 8/3/25		08/03/2025	2087893140-9 / 501 E Monte Vista Ave		\$55.95			
	CITY HALL 8/6/25		08/06/2025	3254375586-5 / 156 S Broadway		\$50.24			
	FIRE#1 8/6/25		08/06/2025	3159594551-5 / 540 Marshall St		\$155.08			
	SENIOR 8/6/25		08/06/2025	2890831960-2 / 1191 Cahill St		\$56.98			
	FIRE#2 8/7/25		08/07/2025	6182877164-4 / 791 S Walnut Rd		\$38.78			
	AC 8/7/25		08/07/2025	6266210492-6 / 801 S Walnut Rd		\$7.84			
	WLNT#E 8/7/25		08/07/2025	6141210500-1 / 701 S Walnut Rd E		\$7.57			
	WQC 8/7/25		08/07/2025	6349543820-0 / 901 S Walnut Rd		\$7.57			
	WQC 08/07/25		08/07/2025	6307877156-3 / 901 S Walnut Rd		\$5,929.79			
	ARMORY 7/31/25		07/31/2025	7255483135-3 / 1040 Flower St		\$8.11			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$404.59			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$7.57			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$5,937.36			
149905	08/14/2025	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$2,208.47		
	Invoice		Date	Description		Amount			
	0510631963		07/22/2025	ABS PIPE		\$1,482.89			
	0510615881-2		07/25/2025	CAP SCREW BOLT		\$153.29			
	0510631963-1		07/24/2025	BOLT SET		\$470.10			
	0510615881-1		07/24/2025	CAP SCREW BOLT		\$102.19			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$825.55			
	420 - WATER			420.11000 (Cash)		\$1,382.92			
149906	08/14/2025	Open			Accounts Payable	PAUL'S GLASS CO	\$2,408.82		
	Invoice		Date	Description		Amount			
	38275		08/07/2025	REMOVE & REPLACE WINDOW FILM AT 144 S. BROADWAY		\$2,408.82			
	Paying Fund			Cash Account		Amount			
	240 - Small Equipment Replacement			240.11000 (Cash)		\$2,408.82			
149907	08/14/2025	Open			Accounts Payable	PROCLEAN SUPPLY	\$399.46		
	Invoice		Date	Description		Amount			
	606874		07/16/2025	SSS PANTHER 15B BATTERY MIRCO AUTOSCRUBBER AND VACCUM MOTOR		\$399.46			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$399.46			

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149908	08/14/2025	Open			Accounts Payable	PROVOST & PRITCHARD ENGINEERING GROUP INC	\$23,330.18		
	Invoice		Date	Description		Amount			
	121637		06/30/2025	23-068 Design Services for Roads CIP Task Order 2 - June 2025		\$23,330.18			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$23,330.18			
149909	08/14/2025	Open			Accounts Payable	Raftelis Financial Consultants, Inc., dba Raftelis	\$7,062.50		
	Invoice		Date	Description		Amount			
	40363		06/30/2025	Activity 3 - Business Process Analysis		\$7,062.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$7,062.50			
149910	08/14/2025	Open			Accounts Payable	REED INC, GEORGE	\$110.61		
	Invoice		Date	Description		Amount			
	100372939		07/31/2025	ASPHALT		\$110.61			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$110.61			
149911	08/14/2025	Open			Accounts Payable	RESQTEK	\$3,000.00		
	Invoice		Date	Description		Amount			
	25-013		07/04/2025	ROPE RESCUE COURSE INV#25-013		\$3,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,000.00			
149912	08/14/2025	Open			Accounts Payable	ROBERTSON - BRYAN INC	\$14,062.75		
	Invoice		Date	Description		Amount			
	17042.1		07/09/2025	NPDES PERMIT COMPLIANCE SERVICES TASK 1 THROUGH 06/30/2025		\$1,673.75			
	17042.5		07/09/2025	NPDES PERMIT COMPLIANCE SERVICES		\$12,389.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$14,062.75			
149913	08/14/2025	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$14,411.30		
	Invoice		Date	Description		Amount			
	3042335286		08/05/2025	153.123647:AUI IR DISC ROTOR 17.100IN		\$1,149.08			
	3042372388		08/05/2025	5415562:CE SENSOR,OXYGEN		\$430.04			
	3042384467		08/05/2025	AR15-1004:MOM FILTER - COALESCING		\$649.58			
	3042422415		08/05/2025	CK4Z19980A:FRD CONTROL		\$191.84			
	3042438115		08/05/2025	CV52055FLG:FG FILTER-CRANKCASE		\$1,926.84			
	3042462695		08/05/2025	181.370048A:AUI OIL SEAL		\$1,424.03			
	3042484408		08/05/2025	FL3Z18472A:FRD HOSE - HEATER WATER		\$66.62			
	3042516457		08/05/2025	4895432AAA - CAP WHEEL		\$211.38			
	3042535236		08/05/2025	5626388:CE COIL,IGNITION		\$1,984.05			
	3042537141		08/05/2025	SP557435-KP:SAM AIR SPRING, COMP. TYPE		\$1,556.24			
	3042555331		08/05/2025	MF13-1600-N:MOM		\$678.53			
	3042584253		08/05/2025	4F4042:CT BOLT		\$1,911.62			
	3042599215		08/05/2025	55079373AE - MOLDING		\$193.14			
	3042599375		08/05/2025	9L3Z1A189A:FRD KIT - TPMS SENSOR		\$334.93			
	3042622277		08/05/2025	HC3Z2551728AC:FRD MOULDING - ROOF SIDE		(\$367.00)			

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	3042639467		08/05/2025		JX6Z9229A:FRD KIT - "O" RING		\$389.25		
	3042670864		08/05/2025		HC3Z2551728AC:FRD MOULDING - ROOF SIDE		\$398.65		
	3042247078		08/05/2025		5415562:CE SENSOR,OXYGEN		\$407.34		
	3042651794		08/05/2025		HL3Z7A098A:FRD SCREEN ASY		\$98.91		
	3042669498		08/05/2025		JL3Z9B325D:FRD BRACKET - FUEL TUBE		\$91.09		
	3042671151		08/05/2025		HC3Z2551728AC:FRD MOULDING - ROOF SIDE		\$367.00		
	3042730968		08/05/2025		6 HL3Z9F593A:FRD INJECTOR ASY		\$318.14		
	Paying Fund				Cash Account		Amount		
	505 - Fleet				505.11000 (Cash)		\$14,411.30		
149914	08/14/2025	Open			Accounts Payable	SHARPENING SHOP	\$592.26		
	Invoice		Date		Description		Amount		
	447916		08/06/2025		63 PMC CHAIN LOOP X2 (2) & PRUNER (4)		\$162.72		
	447980		08/07/2025		12" PICCO CHAIN 2EA (2)		\$58.66		
	447911		08/06/2025		BELT FOR POWER TRIM REPL 339 (1/2" X 27) (2)		\$20.07		
	447881		08/06/2025		MISC. EQUIPMENT FOR ASSESSMENTS TEAM		\$350.81		
	Paying Fund				Cash Account		Amount		
	205 - Sports Facilities				205.11000 (Cash)		\$20.07		
	246 - Landscape Assessment				246.11000 (Cash)		\$513.53		
	426 - Transit				426.11000 (Cash)		\$58.66		
149915	08/14/2025	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	\$27,050.00		
	Invoice		Date		Description		Amount		
	23044587		07/17/2025		GOLDEN STATE BLVD & MARSHAL & CHRISTOFFERSON		\$7,250.00		
	23044588		07/25/2025		PAINT & TAPE EXITTING BACKPLATES		\$19,800.00		
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$27,050.00		
149916	08/14/2025	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$130.00		
	Invoice		Date		Description		Amount		
	MALDONADO - T2		07/17/2025		T2 TREATMENT CERT		\$60.00		
	MARTIN - D1		07/21/2025		D1 CERT		\$70.00		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$130.00		
149917	08/14/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$405.35		
	Invoice		Date		Description		Amount		
	080225BECCHETTI		08/08/2025		080225 PAYROLL WITHHOLDING		\$405.35		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$405.35		
149918	08/14/2025	Open			Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$8,487.07		
	Invoice		Date		Description		Amount		
	2025250103485		07/01/2025		SODIUM BISULFITE		\$8,487.07		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$8,487.07		
149919	08/14/2025	Open			Accounts Payable	TID	\$8,330.00		
	Invoice		Date		Description		Amount		
	708331		08/06/2025		Installation of underground electric service for John Lazar Park		\$8,330.00		
	Paying Fund				Cash Account		Amount		

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	228 - Park Development Tax			228.11000 (Cash)			\$8,330.00		
149920	08/14/2025	Open			Accounts Payable	TRIMAX MOWING SYSTEMS	\$822.43		
	Invoice		Date	Description		Amount			
	INV2029334		08/07/2025	14-000-076 Roller Stub Sleeve - LocTek		\$114.87			
	INV2029435		08/11/2025	414-000-100 Roller Weldment - LocTek 160		\$707.56			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$822.43			
149921	08/14/2025	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$880,156.00		
	Invoice		Date	Description		Amount			
	JUN 2025 TRUE UP		08/12/2025	JUNE 2025 TRUE UP		\$435,234.96			
	JUL 2025 TRUE UP		08/12/2025	JULY 2025 TRUE UP		\$444,921.04			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$880,156.00			
149922	08/14/2025	Open			Accounts Payable	TURLOCK TRUCK STUFF LLC	\$2,335.43		
	Invoice		Date	Description		Amount			
	2064		08/07/2025	DECKED LLC (DCK)		\$2,335.43			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$2,335.43			
149923	08/14/2025	Open			Accounts Payable	UNITED PAVEMENT MAINTENANCE, INC.	\$1,221,247.34		
	Invoice		Date	Description		Amount			
	PP4/CP 23-067		06/30/2025	23-067 Roads Program for Construction CIP BP1-June 2025		\$1,221,247.34			
	Paying Fund			Cash Account		Amount			
	218 - Measure L			218.11000 (Cash)		\$1,221,247.34			
149924	08/14/2025	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$12,701.18		
	Invoice		Date	Description		Amount			
	53185841		07/22/2025	WELL 33		\$571.80			
	53185842		07/22/2025	WELL 32		\$446.72			
	53185837		07/22/2025	WELL 20		\$553.93			
	53185843		07/22/2025	WELL 27		\$464.59			
	53185840		07/22/2025	WELL 37		\$1,125.74			
	53185833		07/22/2025	NW STORAGE TANK		\$732.62			
	53210210		07/28/2025	SRWA Supply & Del. Of Calcium Thio 7.28.25		\$8,805.78			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$3,895.40			
	450 - SRWA - Operations			450.11000 (Cash)		\$8,805.78			
149925	08/14/2025	Open			Accounts Payable	VEOLIA WTS SERVICES USA INC	\$226.94		
	Invoice		Date	Description		Amount			
	903233008		05/07/2025	ST# 33 - RENTAL MIX BED		\$113.47			
	903233007		05/07/2025	ST#33 - RENTAL MIX BED		\$113.47			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$226.94			

Payment Register

From Payment Date: 8/8/2025 - To Payment Date: 8/14/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149926	08/14/2025	Open			Accounts Payable	VMI INC	\$1,945.00		
	Invoice		Date	Description		Amount			
	20000681		07/16/2025	Broadcast Pix extended support agreement 1yr 7/1/25 - 6/30/26		\$1,945.00			
	Paying Fund			Cash Account		Amount			
	240 - Small Equipment Replacement			240.11000 (Cash)		\$1,945.00			
149927	08/14/2025	Open			Accounts Payable	VWR INTERNATIONAL INC	\$1,815.17		
	Invoice		Date	Description		Amount			
	8819634360		08/04/2025	PRESENCE ABSENCE BROTH - LAB		\$264.35			
	8819593553		07/29/2025	RETREIVER CS 36 - LAB		\$63.89			
	8819563687		07/23/2025	LAURYL TRYPTOSE BROTH - LAB		\$162.21			
	8819546212		07/23/2025	PRESENCE ABSENCE BROTH - LAB		\$182.98			
	8819546211		07/23/2025	BDH BUFFER - LAB		\$229.16			
	8819410348		07/03/2025	SPORE STRIPS - LAB		\$315.03			
	8819397327		07/02/2025	VWR BAG - LAB		\$79.93			
	8819546213		07/23/2025	PRESENCE ABSENCE BROTH - LAB		\$264.35			
	8819457502		07/11/2025	SPORE STRIPS - LAB		\$121.10			
	8818947218		05/06/2025	PRESENCE ABSENCE BROTH - LAB		\$132.17			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$706.40			
	420 - WATER			420.11000 (Cash)		\$1,108.77			
149928	08/14/2025	Open			Accounts Payable	ARGUETA, JUAN	\$276.00		
	Invoice		Date	Description		Amount			
	TR 5179 PER DIEM		08/08/2025	2025 NATIONAL GANG VIOLENCE, 8/18/25-8/22/25, ANAHEIM		\$276.00			
	Paying Fund			Cash Account		Amount			
	201 - Asset Forfeiture			201.11000 (Cash)		\$276.00			
149929	08/14/2025	Open			Accounts Payable	BLAIR, CONNOR	\$925.00		
	Invoice		Date	Description		Amount			
	EDU REIM FY24/25		02/13/2025	EDUCATION REIMBURSEMENT		\$925.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$925.00			
149930	08/14/2025	Open			Accounts Payable	Borrego, Susan	\$169.84		
	Invoice		Date	Description		Amount			
	7-31-25		07/29/2025	Reimbursement for Meetings Paid OOP		\$169.84			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$169.84			
149931	08/14/2025	Open			Accounts Payable	Borrego, Susan	\$57.78		
	Invoice		Date	Description		Amount			
	8-1-25		07/31/2025	Reimbursement for Meeting Paid OOP		\$57.78			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$57.78			
149932	08/14/2025	Open			Accounts Payable	Bublak, Amy	\$1,076.57		
	Invoice		Date	Description		Amount			
	TR 5177		07/30/2025	Mayor's Innovation Project Meeting - Summer 2025		\$1,076.57			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,076.57			

Payment Register

From Payment Date: 8/8/2025 - To Payment Date: 8/14/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149933	08/14/2025	Open			Accounts Payable	DELACRUZ, SALVADOR	\$276.00		
	Invoice		Date	Description			Amount		
	TR 5179 PER DIEM		08/08/2025	2025 NATIONAL GANG VIOLENCE, 8/18/25-8/22/25, ANAHEIM			\$276.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$276.00		
149934	08/14/2025	Open			Accounts Payable	FARERIA, NATASHA	\$100.00		
	Invoice		Date	Description			Amount		
	R25-007874		08/07/2025	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
149935	08/14/2025	Open			Accounts Payable	GOMEZ, CHRISTINA	\$50.00		
	Invoice		Date	Description			Amount		
	R25-007755		08/07/2025	A/C REFUND			\$50.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$50.00		
149936	08/14/2025	Open			Accounts Payable	HOLEMAN, RUSSELL	\$95.33		
	Invoice		Date	Description			Amount		
	TR 5169 DEMAND		08/13/2025	AIRPORT AND HOTEL PARKING REIMBURSEMENT			\$95.33		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$95.33		
149937	08/14/2025	Open			Accounts Payable	HOPSON, CHANDRA	\$158.00		
	Invoice		Date	Description			Amount		
	TR 5184 PER DIEM		08/12/2025	UNLOCKING THE SUBPOENA TOOLBOX, 8/25/25- 8/27/25, PASO ROBLES			\$158.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$158.00		
149938	08/14/2025	Open			Accounts Payable	NAVARRO, FRANCISCO	\$136.00		
	Invoice		Date	Description			Amount		
	TR 5170 DEMAND		08/11/2025	Airport Parking & Luggage Reimbursement			\$136.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$136.00		
149939	08/14/2025	Open			Accounts Payable	RENFORT, WILLIAM	\$670.00		
	Invoice		Date	Description			Amount		
	EDU REIM FY24/25		03/01/2025	EDUCATION REIMBURSEMENT			\$670.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$670.00		
149940	08/14/2025	Open			Accounts Payable	SCHELL, ZACHARY	\$276.00		
	Invoice		Date	Description			Amount		
	TR 5179 PER DIEM		08/08/2025	2025 NATIONAL GANG VIOLENCE, 8/18/25-8/22/25, ANAHEIM			\$276.00		
	Paying Fund			Cash Account			Amount		
	201 - Asset Forfeiture			201.11000 (Cash)			\$276.00		
149941	08/14/2025	Open			Accounts Payable	WAIT, DONNA	\$100.00		
	Invoice		Date	Description			Amount		
	R25-008024		08/07/2025	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 8/8/2025 - To Payment Date: 8/14/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
149942	08/14/2025	Open			Accounts Payable	LEAGUE OF CA CITIES	\$23,943.00		
	Invoice		Date	Description			Amount		
	INV-26568-H6R3Y5		02/28/2025	Membership Dues 2025			\$23,943.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$23,943.00		

Type Check Totals:

AP - Accounts Payable Totals

102 Transactions

\$2,551,865.97

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	102	\$2,551,865.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	102	\$2,551,865.97	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	102	\$2,551,865.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	102	\$2,551,865.97	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	102	\$2,551,865.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	102	\$2,551,865.97	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	102	\$2,551,865.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	102	\$2,551,865.97	\$0.00



INVESTMENT AND CASH REPORT FOR JULY 31, 2025

CURRENT INVESTMENT AND CASH BALANCE

The City's cash and investments as of JULY 31, 2025 totaled the following:

Invested Cash	\$ 302,686,979.23
Demand Deposits (excludes outstanding items)	\$ 13,652,203.78
Total Cash and Investments	<u>\$ 316,339,183.01</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 JULY 31, 2025, the investment portfolio was in compliance with all elements of the City's Investment Policy.

Prepared by: Jamie Gomes, Accountant III

Jamie Gomes
Signature

08/20/2025
Date Signed

Reviewed and approved as to accuracy by: Michael Abram, City Treasurer

Michael Abram
Signature

08/20/2025
Date Signed

Updated: August 20, 2025

CITY OF TURLOCK

Schedule of Investments - As of July 31, 2025

INVESTMENT DETAIL		Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
Local Agency Investment Fund (LAIF)		\$	\$	n/a	4.258%	n/a	n/a	\$	Quarterly
Total LAIF		10,041,053.85	10,041,053.85					10,041,053.85	
California Asset Management Program (CAMP)		42,785,433.98	42,785,433.98	n/a	4.410%	n/a	n/a	42,785,433.98	Monthly
Total CAMP		42,785,433.98	42,785,433.98					42,785,433.98	
DEMAND DEPOSITS:									
West America Bank Daily Receipts (unreconciled)		7,881,530.46	7,881,530.46	n/a	n/a	n/a	n/a	7,881,530.46	monthly
Petty Cash		7,880.00	7,880.00	n/a	n/a	n/a	n/a	7,880.00	n/a
Charles Schwab		5,762,793.32	5,762,793.32	n/a	3.940%	n/a	n/a	5,762,793.32	n/a
Total Demand Deposits		13,652,203.78	13,652,203.78					13,652,203.78	
CERTIFICATES OF DEPOSIT:									
East Boston Savings Bank		249,000.00	249,000.00	n/a	0.500%	8/14/20	8/14/25	248,638.20	Monthly
Enterprise Bank/PA		249,000.00	249,000.00	n/a	0.500%	8/14/20	8/14/25	248,638.20	Monthly
Pony Express Bank		249,000.00	249,000.00	n/a	0.450%	8/14/20	8/14/25	248,633.47	Monthly
First Carolina Bank		249,000.00	249,000.00	n/a	0.450%	8/20/20	8/20/25	248,477.60	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	247,498.27	Monthly
Owen County St Bk Spencer Ind		248,000.00	248,000.00	n/a	5.100%	10/31/23	10/29/27	254,432.13	Monthly
JPMorgan Chase Bank		249,000.00	250,000.00	4.400%	4.488%	3/3/25	1/16/30	248,860.25	Jan & July
Total Certificates of Deposit		7,049,658.55	7,050,658.55					7,056,836.67	
MONEY MARKET AND MUTUAL FUNDS									
WestAmerica Bank-MM		10,691,155.74	10,691,155.74	n/a	4.000%	10/23/23	open	10,691,155.74	monthly
Total Money Market and Mutual Funds		10,691,155.74	10,691,155.74					10,691,155.74	
U.S. TREASURIES:									
US Treasury Note		1,961,171.88	2,000,000.00	0.250%	0.701%	6/30/21	7/31/25	1,992,812.40	Jan & July
US Treasury Note		1,969,531.25	2,000,000.00	0.250%	0.724%	6/30/21	8/31/25	1,999,687.40	Feb & Aug
US Treasury Note		1,955,000.00	2,000,000.00	0.250%	5.047%	10/3/23	10/15/25	1,973,437.40	Apr & Oct
US Treasury Note		1,898,750.00	2,000,000.00	0.375%	0.942%	11/10/21	11/30/25	1,986,093.60	May & Nov
US Treasury Note		1,977,734.38	2,000,000.00	0.2625%	5.086%	10/19/23	12/31/25	1,954,062.40	Jun & Dec
US Treasury Note		1,791,406.25	2,000,000.00	0.750%	1.010%	11/10/21	3/31/26	1,943,281.20	March & Sept
US Treasury Note		978,398.44	1,000,000.00	0.750%	3.602%	6/16/22	5/31/26	2,997,656.10	May & Nov
US Treasury Note		1,997,656.25	2,000,000.00	4.125%	5.001%	10/19/23	6/15/26	970,312.50	Jun & Dec
US Treasury Note		970,781.25	1,000,000.00	0.875%	4.176%	2/6/24	6/15/26	2,005,625.00	Jun & Dec
US Treasury Note		1,982,187.50	2,000,000.00	4.500%	1.564%	2/3/22	6/30/26	1,930,859.20	Jan & July
US Treasury Note		1,918,750.00	2,000,000.00	0.625%	4.843%	10/3/23	7/15/26	1,943,203.00	Jan & July
US Treasury Note		1,845,000.00	2,000,000.00	0.625%	1.565%	2/3/22	7/31/26	2,011,406.20	March & Sept
US Treasury Note		2,018,664.38	2,000,000.00	1.625%	3.590%	6/16/22	9/30/26	1,927,578.00	Apr & Oct
US Treasury Note		1,788,671.88	2,000,000.00	4.625%	4.021%	3/3/25	10/15/26	963,164.00	Apr & Oct
US Treasury Note		897,343.75	1,000,000.00	1.125%	4.068%	11/29/22	10/31/26	1,951,875.00	Jan & July
US Treasury Note		1,858,750.00	2,000,000.00	1.500%	4.924%	10/19/23	1/31/27	1,952,500.00	March & Sept
US Treasury Note		1,859,687.50	2,000,000.00	2.500%	4.717%	10/3/23	3/31/27	1,974,218.60	May & Nov
US Treasury Note		1,964,375.00	2,000,000.00	2.625%	4.735%	10/3/23	5/31/27		Jun & Dec
US Treasury Note				3.250%	3.691%	2/3/23	6/30/27		

CITY OF TURLOCK

Schedule of Investments - As of July 31, 2025

INVESTMENT DETAIL										When		
	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	Interest Paid				
US Treasury Note	962,187.50	1,000,000.00	2.750%	3.671%	2/3/23	7/31/27	977,031.20	Jan & July				
US Treasury Bond	2,223,125.00	2,000,000.00	6.375%	3.680%	2/3/23	8/15/27	2,092,187.40	Feb & Aug				
US Treasury Note	2,004,687.50	2,000,000.00	4.125%	4.062%	7/25/23	9/30/27	2,008,125.00	March & Sept				
US Treasury Note	2,005,312.50	2,000,000.00	4.125%	4.055%	7/25/23	10/31/27	2,008,359.20	Apr & Oct				
US Treasury Note	954,531.25	1,000,000.00	3.500%	4.672%	10/3/23	1/31/28	990,546.80	Jan & July				
US Treasury Note	1,947,500.00	2,000,000.00	4.000%	4.665%	10/3/23	2/29/28	2,004,765.60	Feb & Aug				
US Treasury Note	1,714,062.50	2,000,000.00	1.250%	4.863%	10/19/23	3/31/28	1,867,109.20	March & Sept				
US Treasury Note	1,959,375.00	2,000,000.00	3.500%	4.026%	2/6/24	4/30/28	1,979,375.00	Apr & Oct				
US Treasury Note	1,968,906.25	2,000,000.00	3.625%	4.020%	2/6/24	5/31/28	1,985,546.80	May & Nov				
US Treasury Note	1,704,687.50	2,000,000.00	1.250%	4.860%	10/19/23	5/31/28	1,859,609.20	May & Nov				
US Treasury Note	1,703,437.50	2,000,000.00	1.000%	4.528%	11/13/23	7/31/28	3,676,250.00	Jan & July				
US Treasury Note	1,755,078.13	2,000,000.00	1.000%	4.012%	2/6/24	7/31/28		Jan & July				
US Treasury Note	1,761,250.00	2,000,000.00	1.125%	4.014%	2/6/24	8/31/28	1,840,625.00	Feb & Aug				
US Treasury Note	2,008,125.00	2,000,000.00	4.375%	4.272%	3/28/24	8/31/28	2,027,656.20	Feb & Aug				
US Treasury Note	2,014,375.00	2,000,000.00	4.625%	4.440%	5/28/24	9/30/28	2,042,968.60	March & Sept				
US Treasury Note	2,050,000.00	2,000,000.00	4.875%	4.269%	3/28/24	10/31/28	2,059,218.60	Apr & Oct				
US Treasury Note	1,905,625.00	2,000,000.00	3.125%	4.258%	3/28/24	11/15/28	1,952,500.00	May & Nov				
US Treasury Note	501,386.72	500,000.00	4.375%	4.294%	2/5/25	11/30/28	507,304.65	May & Nov				
US Treasury Note	1,754,062.50	2,000,000.00	1.375%	4.257%	3/28/24	12/31/28	1,840,468.60	Jun & Dec				
US Treasury Note	1,965,000.00	2,000,000.00	4.000%	4.417%	5/28/24	1/31/29	2,005,781.20	Jan & July				
US Treasury Note	1,848,437.50	2,000,000.00	2.625%	4.422%	5/28/24	2/15/29	3,832,500.00	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	1,895,625.00	March & Sept				
US Treasury Note	1,975,000.00	2,000,000.00	4.125%	4.413%	5/28/24	3/31/29	2,014,531.20	March & Sept				
US Treasury Note	1,997,343.75	2,000,000.00	4.250%	4.280%	7/3/24	6/30/29	2,023,750.00	Jun & Dec				
US Treasury Note	1,973,281.26	2,000,000.00	4.000%	4.332%	2/10/25	7/31/29	2,005,625.00	Jan & July				
US Treasury Note	1,900,011.30	2,000,000.00	3.125%	4.348%	2/10/25	8/31/29	1,940,156.20	Feb & Aug				
US Treasury Note	3,947,343.75	4,000,000.00	3.625%	3.968%	6/23/25	8/31/29	3,955,312.40	Feb & Aug				
US Treasury Note	1,956,560.00	2,000,000.00	3.875%	4.400%	2/19/25	9/30/29	1,996,093.60	March & Sept				
US Treasury Note	6,029,296.86	6,000,000.00	4.125%	4.003%	5/30/25	10/31/29	6,045,000.00	Apr & Oct				
US Treasury Note	1,970,500.00	2,000,000.00	4.000%	4.348%	2/10/25	10/31/29	2,005,156.20	Apr & Oct				
US Treasury Note	1,958,940.00	2,000,000.00	3.875%	4.352%	2/10/25	11/30/29	1,995,156.20	May & Nov				
US Treasury Note	1,947,109.38	2,000,000.00	3.875%	4.473%	1/8/25	12/31/29	3,990,000.00	Jun & Dec				
US Treasury Note	1,934,760.00	2,000,000.00	3.875%	4.618%	1/14/25	12/31/29	5,891,250.00	Jan & July				
US Treasury Note	1,963,111.78	2,000,000.00	3.500%	3.929%	5/5/25	1/31/30		Jan & July				
US Treasury Note	3,897,880.00	4,000,000.00	3.500%	4.109%	6/9/25	1/31/30	2,005,625.00	Feb & Aug				
US Treasury Note	2,002,578.12	2,000,000.00	4.000%	3.968%	7/18/25	2/28/30	1,972,031.20	March & Sept				
US Treasury Note	1,974,920.00	2,000,000.00	3.625%	3.908%	5/7/25	3/31/30	5,883,280.80	Apr & Oct				
US Treasury Note	5,856,562.50	6,000,000.00	3.500%	4.040%	5/30/25	4/30/30	1,981,875.00	May & Nov				
US Treasury Note	1,964,977.56	2,000,000.00	3.750%	4.139%	5/22/25	5/31/30	1,980,781.20					
US Treasury Note	1,991,718.76	2,000,000.00	3.750%	3.842%	6/30/25	6/30/30						
Total U.S. Treasuries	119,285,578.96	123,500,000.00					121,616,949.25					

U.S. AGENCY SECURITIES:

FFCB (Federal Farm Credit Bank)	MATURED	MATURED	4.875%	5.030%	11/13/23	7/28/25	MATURED	Jan & July
FNMA (Fannie Mae)	1,895,214.00	2,000,000.00	37.500%	5.000%	6/20/24	8/25/25	1,994,556.00	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	1,993,762.00	March & Sept
FHLB (Federal Home Loan Bank)	1,994,600.00	2,000,000.00	4.875%	5.022%	11/13/23	9/12/25	2,000,722.00	March & Sept

CITY OF TURLOCK

Schedule of Investments - As of July 31, 2025

INVESTMENT DETAIL		Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
FFCB (Federal Farm Credit Bank)		1,992,294.00	2,000,000.00	1.440%	1.540%	2/3/22	1/27/26	1,972,452.00	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	1,973,016.00	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	2,008,552.00	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	2,003,302.00	June & Dec
FFCB (Federal Farm Credit Bank)		957,212.00	1,000,000.00	0.600%	1.580%	2/3/22	8/18/26	963,876.00	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	1,007,673.00	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	2,372,989.81	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	2,973,762.00	Apr & Oct
FHLB (Federal Home Loan Bank)		1,047,690.00	1,000,000.00	2.625%	1.600%	2/3/22	12/11/26	980,760.00	June & Dec
FHLB (Federal Home Loan Bank)		983,617.00	1,000,000.00	1.250%	1.600%	2/3/22	12/21/26	962,402.00	June & Dec
TVA (Tennessee Valley Authority)		1,907,880.00	2,000,000.00	2.875%	4.300%	7/25/23	2/1/27	1,964,346.00	Feb & Aug
FFCB (Federal Farm Credit Bank)		2,003,580.00	2,000,000.00	4.500%	4.435%	3/28/24	3/26/27	2,013,112.00	March & Sept
FFCB (Federal Farm Credit Bank)		1,903,352.00	2,000,000.00	2.875%	4.282%	7/25/23	4/26/27	1,960,166.00	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	2,014,948.00	May & Nov
FHLB (Federal Home Loan Bank)		1,995,276.00	2,000,000.00	4.125%	4.190%	7/25/23	6/11/27	2,002,484.00	June & Dec
FHLB (Federal Home Loan Bank)		500,050.00	500,000.00	4.500%	4.494%	3/3/25	7/30/27	999,065.00	Jan & July
FHLB (Federal Home Loan Bank)		500,050.00	500,000.00	4.500%	4.494%	3/3/25	7/30/27		Jan & July
FFCB (Federal Farm Credit Bank)		1,996,124.00	2,000,000.00	4.625%	4.679%	11/15/23	11/15/27	2,027,656.00	May & Nov
FHLB (Federal Home Loan Bank)		1,818,046.00	2,000,000.00	2.500%	4.956%	10/19/23	12/10/27	1,933,754.00	June & Dec
FHLB (Federal Home Loan Bank)		1,986,000.00	2,000,000.00	4.250%	4.471%	7/3/24	12/10/27	2,011,764.00	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	3,924,496.00	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)		500,225.00	500,000.00	4.830%	4.818%	3/3/25	11/6/28	500,032.50	May & Nov
FFCB (Federal Farm Credit Bank)		2,005,680.00	2,000,000.00	4.625%	4.561%	11/13/23	11/13/28	2,041,432.00	May & Nov
FFCB (Federal Farm Credit Bank)		500,125.00	500,000.00	4.690%	4.682%	3/3/25	2/13/29	1,498,959.00	Feb & Aug
FFCB (Federal Farm Credit Bank)		500,125.00	500,000.00	4.690%	4.682%	3/3/25	2/13/29		Feb & Aug
FFCB (Federal Farm Credit Bank)		500,125.00	500,000.00	4.690%	4.682%	3/3/25	2/13/29		Feb & Aug
FFCB (Federal Farm Credit Bank)		2,026,700.00	2,000,000.00	4.750%	4.444%	5/28/24	4/30/29	2,054,640.00	Apr & Oct
FNMA (Fannie Mae)		2,159,700.00	2,000,000.00	6.250%	4.439%	5/28/24	5/15/29	4,322,468.00	May & Nov
FFCB (Federal Farm Credit Bank)		2,174,240.00	2,000,000.00	6.250%	4.261%	6/20/24	5/15/29		May & Nov
FFCB (Federal Farm Credit Bank)		2,031,170.00	2,000,000.00	4.625%	4.271%	6/20/24	6/8/29	2,046,520.00	June & Dec
FFCB (Federal Farm Credit Bank)		499,875.00	500,000.00	4.920%	4.926%	5/30/25	11/27/29	499,711.50	May & Nov
FHLB (Federal Home Loan Bank)		501,320.00	500,000.00	4.750%	4.688%	3/3/25	1/28/30	500,949.50	Jan & July
FHLB (Federal Home Loan Bank)		2,002,750.00	2,000,000.00	4.900%	4.865%	5/30/25	2/11/30	1,998,944.00	Feb & Aug
FHLB (Federal Home Loan Bank)		501,425.00	500,000.00	4.950%	4.885%	3/3/25	2/26/30	500,080.00	Feb & Aug
FFCB (Federal Farm Credit Bank)		1,398,250.00	1,398,000.00	4.470%	4.465%	7/18/25	3/5/30	1,398,805.25	March & Sept
FHLMC (Freddie Mac)		2,001,584.00	2,000,000.00	4.500%	4.480%	7/21/25	5/23/30	1,992,566.00	May & Nov
FHLB (Federal Home Loan Bank)		2,002,750.00	2,000,000.00	4.320%	4.288%	7/21/25	7/1/30	1,994,498.00	Jan & July
Total U.S. Agencies		64,947,690.43	65,256,000.00					65,409,221.56	
CORPORATE NOTES/BONDS									
Microsoft Corp		1,930,730.00	2,000,000.00	3.300%	4.210%	11/29/22	2/6/27	1,978,616.00	Feb & Aug
Apple Inc		1,905,342.00	2,000,000.00	3.000%	4.100%	2/3/23	11/13/27	1,952,510.00	May & Nov
Stanford University		483,500.00	500,000.00	3.089%	3.975%	4/7/25	5/1/29	477,600.00	May & Nov
Walmart Inc		480,800.00	500,000.00	3.250%	4.225%	3/3/25	7/8/29	484,525.50	Jan & July
Apple Inc		457,305.00	500,000.00	2.200%	4.298%	3/3/25	9/11/29	925,317.00	March & Sept
Apple Inc		462,565.00	500,000.00	2.200%	4.064%	4/7/25	9/11/29		March & Sept
State Street Bank		508,360.00	500,000.00	4.782%	4.354%	7/18/25	11/23/29	508,136.00	May & Nov

CITY OF TURLOCK

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INVESTMENT DETAIL										When
	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	Interest Paid		
Johnson & Johnson	203,038.00	200,000.00	4.700%	4.358%	3/3/25	3/1/30	1,528,912.50	March & Sept		
Johnson & Johnson	507,245.00	500,000.00	4.700%	4.358%	3/3/25	3/1/30		March & Sept		
Johnson & Johnson	304,375.00	300,000.00	4.700%	4.358%	3/3/25	3/1/30		March & Sept		
Johnson & Johnson	512,700.00	500,000.00	4.700%	4.121%	4/7/25	3/1/30		March & Sept		
Berkshire Hathaway	445,150.00	500,000.00	1.850%	4.333%	3/28/25	3/12/30	902,221.00	March & Sept		
Berkshire Hathaway	450,355.00	500,000.00	1.850%	4.094%	4/7/25	3/12/30		March & Sept		
President & Fellows	2,044,490.00	2,000,000.00	4.887%	4.374%	5/7/25	3/15/30	2,049,246.00	March & Sept		
Visa Inc.	450,190.00	500,000.00	2.050%	4.368%	6/23/25	4/15/30	906,144.00	Apr & Oct		
Visa Inc.	452,260.00	500,000.00	2.050%	4.297%	7/18/25	4/15/30		Apr & Oct		
Yale University	1,738,810.00	2,000,000.00	1.482%	4.422%	4/15/25	4/15/30	1,767,172.00			
Walmart Inc	500,840.00	500,000.00	4.350%	4.311%	5/30/25	4/28/30	501,891.50	Apr & Oct		
BlackRock, Inc.	457,665.00	500,000.00	2.400%	4.355%	6/24/25	4/30/30	917,227.00	Apr & Oct		
BlackRock, Inc.	459,625.00	500,000.00	2.400%	4.266%	6/30/25	4/30/30		Apr & Oct		
Chevron	452,255.00	500,000.00	2.236%	4.432%	6/23/25	5/11/30	908,801.00	May & Nov		
Chevron	453,650.00	500,000.00	2.236%	4.393%	7/18/25	5/11/30		May & Nov		
Alphabet Inc	494,545.00	500,000.00	4.000%	4.245%	5/30/25	5/15/30	498,602.00	May & Nov		
Total Corporate Notes/Bonds	16,155,795.00	17,000,000.00					16,306,921.50			
HELD WITH TRUSTEE										
Money Market - US Bank - Roads Bond	21,672,170.33	21,672,170.33	n/a	3.770%	1/31/25	open	21,672,170.33	monthly		
US Treasury Note - US Bank - Roads Bond	10,058,442.39	10,000,000.00	4.500%	4.068%	7/30/25	7/15/26	10,028,700.00	Jan & July		
Total Held with Trustee	31,730,612.72	31,672,170.33					31,700,870.33			
TOTAL INVESTMENTS										
	\$ 302,686,979.23	\$ 307,996,472.45					\$ 305,608,442.88			
TOTAL INVESTMENTS AND DEMAND DEPOSITS										
	316,339,183.01	321,648,676.23					319,260,646.66			

Note: Market values are as stated by Charles Schwab Investment statements.

City Council Meeting Minutes



August 12, 2025

6:00 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

1. **CALL TO ORDER**

Mayor Bublak called the meeting to order at 6:01 PM.

2. **SALUTE TO THE FLAG**

3. **ROLL CALL AND DECLARATION OF CONFLICTS**

Present: Councilmember Cassandra Abram, Vice Mayor Rebecka Monez and Mayor Amy Bublak

Absent: Councilmembers Kevin Bixel and Erika Phillips

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
10C	Absent	None	Absent	10C

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

Motion: Approval of Agenda as Amended by removing 11A and moving 10C before public participation, motioned by Councilmember Abram, seconded by Vice Mayor Monez and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Absent	Yes	Absent	Yes

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

- A. Presentation: Turlock Police Department Animal Services - Adoptable Pets
Animal Control Supervisor Katherine Wathrop presented Cole, a four-year-old American Akita dog, who will be ready for adoption on Sunday and will take part in the City of Lathrop's Animal Olympics. Supervisor Wathrop also recounted a story about a beta fish that was adopted recently.
- B. Presentation: Industrial Ratepayer Assistance Program (Fisher)
Municipal Services Director Christopher Fisher provided a presentation on the industrial ratepayer assistance program.
- C. Appointment: Measure A Citizen's Oversight Committee - Community Member (Bublak)
By motion, to reappoint Patrick Shields to the Measure A Local Transactions (Sales) and Use Tax Citizens' Oversight Committee for the term 07/01/2025 through 07/01/2028.

Action: Motion by Councilmember Abram, seconded by Vice Mayor Monez, to reappoint Patrick Shields to the Measure A Local Transactions (Sales) and Use Tax Citizens' Oversight Committee. Motioned carried 3/0 by the following vote:

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Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Absent	Yes	Absent	Yes

6. PUBLIC PARTICIPATION

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

Donna Endsley
Ann Strahm
Elaine Tait
Carth Prasad
John Gibelein
Name not provided
Bob Puffer

With no further comments, Mayor Bublak closed public comment.

7. CITY MANAGER REPORTS/UPDATES

A. Monthly Department Reports

Interim City Manager Susan Borrego announced that the City had 55 staff members present at National Night Out, with 30 block parties taking place throughout the community, marking the 16th year of the National Night Out event held at Columbia Park.

Borrego also mentioned that they have submitted the second round of the City of Turlock's housing element, which will soon be available for public review.

Additionally, Borrego expressed that she had a wonderful visit with the individuals at the senior center.

Furthermore, Borrego highlighted key points from the City Manager's report included in the agenda packet.

8. CONSENT CALENDAR

Mayor Bublak opened the Consent Calendar for public comment. There were no comments from the public, and Mayor Bublak closed public comment.

Action: Motion by Councilmember Abram, seconded by Vice Mayor Monez, to adopt the Consent Calendar and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Absent	Yes	Absent	Yes

- A. Motion: Accepting the Weekly demands of July 11, 2025 through July 31, 2025 in the amount of \$7,630,401.99, AP EFT April and May 2025 in the amount of \$221,721.58, Payroll EFT

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March and April 2025 in the amount of \$4,863,674.50, and the Investment and Cash Report for June 2025 in the amount of \$328,548,233.29

Action: Approved Motion

- B. Motion: Accepting the Minutes of the July 22, 2025 Regular City Council Meeting

Action: Approved Motion

- C. Motion: Waiving Reading of Title and Text of All Ordinances Included in the Agenda

Action: Approved Motion

- D. Resolution: Authorizing an agreement between the City of Turlock and Peregrine, in an annual amount not exceed ninety-eight thousand dollars (\$98,000) for a data point integration software for the period of August 18, 2025 through August 17, 2026, where funding has been budgeted in Fund 116 "Special Public Safety" (Hedden)

Action: Approved Resolution No. 2025-148

- E. Resolution: Approving an agreement with Cloudburst Consulting Group, Inc., to assist the City with developing policies and procedures for the HOME Investment Partnerships American Rescue Plan (HOME-ARP) program in the amount of \$48,058 to be paid from Fund 259 "HOME-ARP" account 259-41-499.43060_000 "Contract Services General" and authorizing the Interim City Manager to sign all necessary documents. (Figueroa)

Action: Approved Resolution No. 2025-149

- F. Resolution: Authorizing Interim City Manager to execute Amendment No. 2 to increase the not-to-exceed amount from \$100,000 to \$230,000 between the City of Turlock and Hinderliter, de Llamas and Associates (HdL) for Cannabis regulation-related services (Moreno)

Action: Approved Resolution No. 2025-150

- G. Resolution: Approving an agreement (City Contract No. 2025-190) with EKI Environment & Water, Inc., in a form approved by the City Attorney, in response to RFP No. 24-023, for the Downtown PCE Remediation Project for a period not-to-exceed four (4) years for a total not-to-exceed amount of \$1,746,000, to be expensed from Fund 423 "PCE Downtown (Prop 1 Grant)" (Tejeda)

Action: Approved Resolution No. 2025-151

- H. Resolution: Approving the establishment of a new job description for a Laboratory and Environmental Superintendent to include the reclassification of incumbent, Water Quality Control Laboratory Supervisor to Laboratory and Environmental Superintendent and amend the Management Salary Schedule effective August 17, 2025 (Dhami)

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Action: Approved Resolution No. 2025-152

- I. Resolution: Approving the modification of the reporting structure of the Housing Division from the Development Services Department to the City Manager's Office, including the revised job description of the Housing Program Manager effective August 17, 2025 (Dhami)

Action: Approved Resolution No. 2025-153

9. **FINAL READINGS**

None

10. **PUBLIC HEARINGS**

- A. Approval of proposed annexation of 905 Flower Street and 300 N. Soderquist Road into Community Facilities District No. 2 following a public hearing and mailed ballot election of affected property owners (Werner)

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

Resolution: Calling a Special Mailed Ballot Election respecting proposed Annexation Number 37 for properties located at 905 Flower Street, Stanislaus County APN 061-004-006 and 300 N. Soderquist Road, Stanislaus County APN 061-003-040 to existing Community Facilities District Number 2

Resolution: Declaring the results of the mailed ballot election respecting proposed Annexation Number 37 for properties located at 905 Flower Street, Stanislaus County APN 061-004-006 and 300 N. Soderquist Road, Stanislaus County APN 061-003-040 to existing Community Facilities District Number 2 (Services Mitigation) and ordering annexation of the subject properties

Mayor Bublak announced that there was a green sheet for this item.

Development Services Director Adrienne Werner presented the item and discussed that the resolutions were amended to remove 300 N. Soderquist Road from the annexation due to a special election ballot error, and amended the registered voters at 905 Flower Street from zero to seven.

Mayor Bublak requested the City Clerk to confirm: a) Proof of publication of the notice of public hearing; b) Signed waiver and consent; c) Completed and signed ballot and d) Signed certificate of Clerk regarding receipt of property owner waiver and consent form, and the ballot declaring election results.

City Clerk Fiez confirmed a) Proof of publication of the notice of public hearing; b) Signed waiver and consent; c) Completed and signed ballot and d) Signed certificate of Clerk regarding receipt of property owner waiver and consent form, and the ballot declaring election results.

Mayor Bublak opened the item for public comment. There were no comments from the public, and Mayor Bublak closed public comment.

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Motioned, as amended, by Councilmember Abram, seconded by Vice Mayor Monez and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Absent	Yes	Absent	Yes

Action: Approved Resolution No. 2022-155
Approved Resolution No. 2022-154

- B. Forming a new Community Facilities District (CFD No. 3 – Maintenance Services) to fund ongoing services, calling a special election for property owner approval of special taxes and appropriations limits, declaring the results of that election, and introducing an ordinance to amend Turlock Municipal Code Title 3, Chapter 3-9 (Fisher)

Resolution: Adopting a Resolution of the City Council of the City of Turlock, acting in its capacity as the legislative body of Community Facilities District No. 3 (Maintenance Services) of the City of Turlock, establishing such community facilities district

Resolution: Adopting a Resolution of the City Council of the City of Turlock, California, calling a special election and submitting to the voters of the City of Turlock Community Facilities District No. 3 (Maintenance Services), County of Stanislaus, State of California a measure with respect to the annual levy of special taxes within the community facilities district to pay the costs of certain services to be provided by the community facilities district and a measure with respect to establishing an appropriations limit for said community facilities district

Resolution: Adopting a Resolution of the City Council of the City of Turlock, California, acting in its capacity as the legislative body of City of Turlock Community Facilities District No. 3 (Maintenance Services), County of Stanislaus, State of California, declaring the results of a special election in such a community facilities district

Ordinance: Introduction and first reading of an Ordinance adding Turlock Municipal Code Title 3 (Finance), Chapter 3-9 (Construction Taxes), Article 9 (Community Facilities District Number 3)

Municipal Director Fisher introduced the item and introduced Mike Medve from Willdan Financial Services, who presented a brief overview and the purpose of the Community Facilities District Number 3.

Mayor Bublak opened the item for public comment.

Mayor Bublak inquired with City Clerk Fiez whether the notice was mailed and published in accordance with the law. City Clerk Fiez confirmed this.

There were no comments from the public, and Mayor Bublak closed public comment.

Mayor Bublak asked if the report from the city staff regarding the establishment of the proposed community facilities district was on file. City Clerk Fiez confirmed that it was.

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Mayor Bublak opened the hearing for protests, comments, and inquiries from interested parties, including property owners within the proposed Community Facilities District. City Clerk Fiez announced that no written protests had been received. Mayor Bublak indicated that no further public testimony would be accepted.

Mayor Bublak opened the item for public comment. There were no comments from the public, and Mayor Bublak closed public comment.

Mayor Bublak asked City Clerk Fiez whether the owner of all taxable property in the District had consented to the Special Election scheduled for January 14, 2025. City Clerk Fiez affirmed this and clarified that the County of Stanislaus Registrar of Voters had certified that there were no registered voters within the proposed Community Facilities District.

Mayor Bublak then asked City Clerk Fiez if she concurred that the Special Election would take place on August 12, 2025. City Clerk Fiez confirmed this as well.

Mayor Bublak closed the public hearing.

Motioned by Councilmember Abram to establish the Community Facility District 3, seconded by Vice Mayor Monez and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Absent	Yes	Absent	Yes

Action: Approved Resolution No. 2025-147

Motioned by Councilmember Abram to open the annual levy, seconded by Vice Mayor Monez and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Absent	Yes	Absent	Yes

Action: Approved Resolution No. 2025-156

Mayor Bublak asked the City Clerk to open the ballot. City Clerk Fiez opened the ballot and stated that the official ballots had been opened, and all votes were in favor of the propositions presented on the ballot.

Motioned by Councilmember Abram to approve the final resolution, seconded by Vice Mayor Monez and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak

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Yes	Absent	Yes	Absent	Yes
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Action: Approved Resolution No. 2025-157

Ordinance 13XX-CS: Introduction and first reading of an ordinance.

Motioned by Councilmember Abram, seconded by Vice Mayor Monez and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Absent	Yes	Absent	Yes

Action: Approved Ordinance 13XX-CS

The Council discussed and agreed the need to re-vote on Resolution 2025-156, adopted earlier, due to a discrepancy in the title of the motion. The City's consultant advised a re-vote to ensure clarity and procedural accuracy.

Motion to modify and endorse the resolution previously referred to as the "annual levy" and now a motion for the special election, proposed by Councilmember Abram, seconded by Vice Mayor Monez, carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Absent	Yes	Absent	Yes

Action: Approved Resolution No. 2025-156

- C. Resolution: Approving the Engineer's Report for Fiscal Year 2025-2026 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock (Morris)

Resolution: Confirming diagrams, assessments, and ordering the levying and collection of assessments as originally proposed for Fiscal Year 2025-2026 for all Landscaping and Lighting Assessment Districts Exhibit A and all Street Maintenance Benefit Assessment Areas Exhibit B in the City of Turlock pursuant to Resolution No. 97-128

Item 10C was moved and deliberated upon prior to public participation.

Mayor Bublak opened the item for public comment. There were no comments from the public, and Mayor Bublak closed public comment.

City Attorney Petrulakis provided further details regarding the declaration of conflicts made by Mayor Bublak and Councilmember Abram. Typically, they would be disqualified from voting due to the economic implications associated with the rates. However, given that two councilmembers are not absent, the meeting requires three members to establish a quorum. According to California Government Code Section 87101 and the California Code Regulations

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REGULAR MEETING MINUTES
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2CCR18708, councilmembers are permitted to participate despite having a conflict, if it is essential to achieve quorum.

Mayor Bublak opened the item again for public comment. There were no comments from the public, and Mayor Bublak closed public comment.

Motioned by Councilmember Abram, seconded by Vice Mayor Monez and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Absent	Yes	Absent	Yes

Action: Approved Resolution No. 2205-158

Approved Resolution No. 2025-159

11. ACTION ITEMS

- A. Motion: Approving the City of Turlock Economic Development Strategic Plan Update that was completed by Kosmont Companies (Sims)

This item was removed from the agenda.

- B. Approval of Three Housing Rehabilitation Agreements for Single-Family Homes in Turlock (Figueroa)

Resolution: Awarding the bid and approving an agreement with A and P Construction, in the amount of \$134,510, authorizing a contingency amount of \$20,177 (15%), and adding an estimate permit fee of \$2,000 for a total project cost of \$157,687. \$121,129.50 to be paid from Fund 260 "PLHA-Permanent Local Housing Allocation" account 260-41-494.47224 "Acquisition and Rehab of Affordable Rental Housing" and \$36,557.50 to be paid from Fund 255 "CDBG" account 255-41-485.47210_001 "Housing Program Services Programs Affordable Housing Development" for the rehabilitation of a single-family residential property located at 2065 Cody Court in Turlock and authorizing the Interim City Manager to sign all necessary documents.

Resolution: Awarding the bid and approving an agreement with A and P Construction, in the amount of \$71,850.00, authorizing a contingency amount of \$7,185.00 (10%), and adding an estimate permit fee of \$2,000.00 for a total project cost of \$81,035.00. \$46,000.00 to be paid from Fund 260 "PLHA-Permanent Local Housing Allocation" account 260-41-494.47224 "Acquisition and Rehab of Affordable Rental Housing" and \$35,035.00 to be paid from Fund 255 "CDBG" account 255-41-485.47210_001 "Housing Program Services Programs Affordable Housing Development" for the rehabilitation of a single-family residential property located at 1827 Shadow Park Drive in Turlock and authorizing the Interim City Manager to sign all necessary documents.

Resolution: Awarding the bid and approving an agreement with Zack's Handyman and Construction, in the amount of \$53,195.00, authorizing a contingency amount of \$5,319.50 (10%), and adding an estimate permit fee of \$2,000.00 for a total project cost of \$60,514.50.

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\$25,000.00 to be paid from Fund 260 "PLHA-Permanent Local Housing Allocation" account 260-41-494.47224 "Acquisition and Rehab of Affordable Rental Housing" and \$35,514.50 to be paid from Fund 256 "Stanislaus Housing Consortium" account 256-41-486.47225_002 "Affordable Housing Affordable Housing - Prior" for the rehabilitation of a single-family residential property located at 573 Birchwood Way in Turlock and authorizing the Interim City Manager to sign all necessary documents.
Housing Manager Jennifer Figueroa presented the item.

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

John Gabelon

With no further comments, Mayor Bublak closed public comment.

Motioned by Councilmember Abram, seconded by Vice Mayor and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Absent	Yes	Absent	Yes

Action: Approved Resolution No. 2025-161
Approved Resolution No. 2025-162
Approved Resolution No. 2025-160

Motion to reconsider 10B in its entirety, Motioned by Abram, seconded by Vice Mayor Monez and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Absent	Yes	Absent	Yes

Action: Motion to reconsider 10B in its entirety

Motion to adopt a resolution of the City Council of the City of Turlock, acting in its capacity as the legislative body of Community Facilities District No. 3 (Maintenance Services) of the City of Turlock, establishing such a community facilities district. Motioned by Councilmember Abram, seconded by Vice Mayor Monez and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Absent	Yes	Absent	Yes

Action: Approved Resolution No. 2025-147

Motion to adopt a resolution of the City Council of the City of Turlock, California, calling a special election

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and submitting to the voters of the City of Turlock Community Facilities District No. 3 (Maintenance Services), County of Stanislaus, State of California a measure with respect to the annual levy of special taxes within the community facilities district to pay the costs of certain services to be provided by the community facilities district and a measure with respect to establishing an appropriations limit for said community facilities district. Motioned by Councilmember Abram, seconded by Vice Mayor Monez and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Absent	Yes	Absent	Yes

Action: Approved Resolution No. 2025-156

Motion to adopt a resolution of the City Council of the City of Turlock, California, acting in its capacity as the legislative body of City of Turlock Community Facilities District No. 3 (Maintenance Services), County of Stanislaus, State of California, declaring the results of a special election in such a community facilities district. Motioned by Councilmember Abram, seconded by Vice Mayor Monez and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Absent	Yes	Absent	Yes

Action: Approved Resolution No. 2025-157

Motion to approve the ordinance on the introduction and first reading of an ordinance adding Turlock Municipal Code Title 3 (Finance), Chapter 3-9 (Construction Taxes), Article 9 (Community Facilities District Number 3). Motioned by Councilmember Abram, seconded by Vice Mayor Monez and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Absent	Yes	Absent	Yes

Action: Approved Ordinance 13XX-CS

- C. Resolution: Authorizing the submittal of an application to the Stanislaus Council of Governments for and receipt of Regional Early Action Planning Grant Program of 2021 program funds to support the City of Turlock's efforts to achieve its housing and equity goals outlined in the General Plan and Housing Element, and authorizing the Interim City Manager to execute necessary documents. (Werner)

Development Services Director Adreinne Werner presented the item.

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

John Gabelon

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With no further comments, Mayor Bublak closed public comment.

Motioned by Councilmember Abram, seconded by Vice Mayor Monez and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Absent	Yes	Absent	Yes

Action: Approved Resolution No. 2025-163

12. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS

Councilmember Abram thanked everybody involved in National Night Out, as there were a lot of different departments that were involved. Also, Councilmember Abram thanked Melanie Suffice, and noted that she did a great job leading the event and was happy to see different organizations involved, such as AMR and representatives from the hospital. She concluded that the National Night Out was a great evening and turnout.

Vice Mayor Monez also said thank you to those involved in National Night Out, including but not limited to, City staff, the police officers, the firefighters and Dr. Bear, which was a big hit at Columbia Park. Vice Mayor Monez said it was a good time and there were a lot more sites than last year. She thanked all the hard work everyone put into the event.

Mayor Bublak referenced a comment from a member of the public that relates to an article in the Turlock Journal about an ordinance in San Francisco to address motor homes.

13. CLOSED SESSION

City Clerk Fiez reported there are no longer any items in closed session due to the absence of a full council.

- A. Public Employee Performance Evaluation, Cal. Gov't Code §54957(b)(1)
Title: City Attorney

14. REPORTS FROM CLOSED SESSION

None

15. ADJOURNMENT

Mayor Bublak adjourned the meeting at 7:04 PM.

Respectfully Submitted

Kelly Renteria, Deputy City Clerk

City Council Staff Report

August 26, 2025



From: Nichole Fiez, City Clerk
Prepared by: Nichole Fiez, City Clerk
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

That the City Council waive the reading of the title and text of all ordinances included in the agenda.

2. DISCUSSION OF ISSUE:

The City of Turlock is a general law city formed under the laws of the State of California. With respect to the adoption of ordinances, the City adheres to the requirements set forth in the Government Code. In accordance with Government Code Section 34934, the title of each ordinance is included on the published agenda and a copy of the full ordinance has been available to the public online on the City's website and will be available in print at the meeting prior to the introduction or passage of the ordinance. Unless required, the full reading of the title and text of all ordinances is waived.

3. BASIS OF RECOMMENDATION:

None

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

None

8. ALTERNATIVES:

None

9. ATTACHMENTS:

None

City Council Staff Report

August 26, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: David Huff, Water Quality Control Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an agreement (City Contract No. 2026-023) with Safety Center, Incorporated in response to RFQ No. 25-007 for Safety Management Services for a period of three (3) years for a total not-to-exceed amount of \$450,000 to be expensed to various Funds

2. DISCUSSION OF ISSUE:

The Municipal Services Department is responsible for the operation and maintenance of the City's facilities, streets, green spaces, and water and wastewater infrastructure, including the wastewater treatment plant, water wells, sewer lift stations, and the water distribution and sewer collection systems. The Department is currently staffed with over 400 employees, many of whom are regularly exposed to workplace hazards, including chemical, mechanical, and electrical risks.

The Department does not have a dedicated in-house safety officer, relying instead on limited interdepartmental support. To ensure compliance with Occupational Safety and Health Administration (OSHA) regulations and improve employee safety outcomes, the Department identified a need for a third-party safety consultant with experience in municipal operations.

The intent of this contract is to engage a qualified firm to provide the following services:

- Evaluation of existing work environments for site-specific hazards
- Development and implementation of OSHA-required safety programs
- Employee training tailored to the City's infrastructure and risks
- Hazard mitigation strategies, including Lock Out Tag Out (LOTO) procedures
- Ongoing support to ensure regulatory compliance and safety culture improvement

The Purchasing Office issued RFQ No. 25-007, soliciting competitive bids for Safety Management Services. Multiple vendors were contacted; however, only one proposal was received—from Safety Center, Inc. Staff conducted a thorough review of the submittal and determined the vendor met all requirements and is qualified to perform the requested services.

3. BASIS OF RECOMMENDATION:

- A. The Municipal Services Department operates high-risk infrastructure including wastewater treatment facilities, sewer lift stations, water wells, and chemical systems—exposing staff to chemical, mechanical, and electrical hazards.

- B. The Department currently lacks a dedicated in-house safety officer, creating a need for specialized external expertise to ensure compliance with OSHA regulations and best practices.
- C. Engaging Safety Center, Inc. will help reduce employee risk, improve operational safety, and ensure full compliance with applicable state and federal safety regulations.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The total compensation under this contract will not exceed \$450,000. Expenses under this agreement will be paid out of various Funds and staff anticipate using the account numbers listed below, although at this time, specific encumbrances for each account are unknown.

Fund 110 "General Fund" account number 110-50-500.47095_000 "Training General Travel" and 110-60-600.47095_000 "Training General Travel";

Fund 205 "Sports Facilities" account number 205-60-602.47095_000 "Training General Travel" and 205-60-604.47095_000 "Training General Travel";

Fund 217, "Streets Gas Tax" account number 217-50-510.47095_000 "Training General Travel";

Fund 246, "Landscape Assessment" account number 246-60-600.47095_000 "Training General Travel";

Fund 410, "Water Quality Control" account number 410-51-531.47095_000 "Training General Travel";

Fund 420 "Water" account number 420-52-550.47095_000 - "Training General/Travel"; and
Fund 450 "SRWA" account number 450-53-550. 47095_000 - "Training General/Travel".

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 this agreement: Staff does not recommend this alternative because it does not adequately address department-specific safety hazards or ensure OSHA compliance.
- 2. Provide staff direction on how to proceed.

9. ATTACHMENTS:

- 1. Draft Resolution

2. City Contract 2026-023 with Safety Center

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING AN
AGREEMENT (CITY CONTRACT NO. 2026-
023) WITH SAFETY CENTER,
INCORPORATED IN RESPONSE TO RFQ NO.
25-007 FOR SAFETY MANAGEMENT
SERVICES FOR A PERIOD OF THREE (3)
YEARS FOR A TOTAL NOT-TO-EXCEED
AMOUNT OF \$450,000 TO BE EXPENSED TO
VARIOUS FUNDS**

RESOLUTION NO. 2025-

WHEREAS, the Municipal Services Department oversees the operation and maintenance of the City's facilities, streets, landscaped areas, and water and wastewater infrastructure, all of which involve work environments that may expose employees to chemical, mechanical, and electrical hazards; and

WHEREAS, the Department currently does not have a dedicated in-house safety officer and relies on limited interdepartmental support to maintain compliance with occupational safety standards; and

WHEREAS, to enhance employee safety, reduce risk, and ensure compliance with OSHA regulations and applicable safety standards, the City issued Request for Qualifications (RFQ) No. 25-007 seeking qualified third-party safety management services; and

WHEREAS, Safety Center, Incorporated submitted the sole responsive proposal to RFQ No. 25-007, which City staff reviewed and determined to be fully compliant with the bid specifications and capable of delivering the required services; and

WHEREAS, the scope of services to be provided includes site hazard evaluations, development and implementation of OSHA-required safety programs, targeted employee training, hazard mitigation planning including Lock Out Tag Out (LOTO) procedures, and ongoing support for improving the City's safety culture and regulatory compliance; and

WHEREAS, the total cost of services under City Contract No. 2026-023 shall not exceed \$450,000 over a three (3) year term, with expenditures to be paid from various City funds; and

WHEREAS, 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 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 hereby approves an agreement (City Contract No. 2026-023) with Safety Center, Incorporated in response to RFQ No. 25-007 for Safety Management Services for a

period of three (3) years for a total not-to-exceed amount of \$450,000 to be expensed to various Funds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of August, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



**SERVICE PROVIDER AGREEMENT BETWEEN THE CITY OF TURLOCK
and
SAFETY CENTER INCORPORATED
for
SAFETY MANAGEMENT SERVICES**

City Contract No. 2026-023

THIS SERVICE PROVIDER AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and SAFETY CENTER INCORPORATED, a California corporation (“Service Provider”), on this 26th day of August 2025 (the “Effective Date”). City and Service Provider 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 Service Provider services to assist City with Safety Management Services (the “Project”).

B. Service Provider has made a proposal to City to provide such Service Provider services. A description of the services Service Provider proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference (“Services”). City desires to retain Service Provider to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

D. The Parties have outlined the rates and method of payment to Service Provider for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

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

CITY CONTRACT NO. 2026-023

1

{PLA2024}
04/09/2025

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 52 of this Agreement, Sections 1 through 52 shall prevail

2. **Term.** The term of this Agreement shall be three (3) year(s) and will commence on the Effective Date and terminate on the 26th day of August, 2028 (“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, Service Provider shall provide City the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Service Provider shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. **City Requested Modification of Services.** City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Service Provider’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Service Provider and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Service Provider 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. **Service Provider Requested Modification in Services.** Service Provider shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Service Provider 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 Service Provider’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 Service Provider’s

proposed revisions, if any, to the Completion Schedule; and (4) set forth the Service Provider'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.

6. Compensation.

6.1. Amount, Time and Manner of Payment for Service Provider Services. City shall pay Service Provider according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Service Provider 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 Service Provider'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 Service Provider shall not exceed Four Hundred Fifty Thousand and No/100ths Dollars (\$450,000) ("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 Service Provider within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Service Provider 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. Service Provider shall provide City with monthly invoices sufficiently evidencing Service Provider's expenses and completion of the Services. All invoices furnished to City by Service Provider shall be in a form approved by City. The payments specified shall be the only payments made to Service Provider for performance of the Services, including compensation for any Modification. Service Provider 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. Service Provider shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed").

8. Time of Performance. Service Provider warrants that it will commence performance of the Services within ten (10) calendar day(s) of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Service Provider. [Intentionally Omitted]

10. Time and Personnel Devoted to Services. Service Provider 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 Service Provider. Service Provider 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 Service Provider. Service Provider 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 Service Provider. City relies upon the following representations by Service Provider in entering into this Agreement:

12.1. Qualifications. Service Provider represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Service Provider shall also ensure that all subcontractors are similarly licensed and qualified. Service Provider and all subcontractors shall also obtain a business license from City before they commence performance of the Services. Service Provider represents and warrants to City that Service Provider shall, at Service Provider'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 Service Provider to practice Service Provider's profession at the time the Services are rendered.

12.2. Service Provider Performance. Service Provider 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 providers of the Services to be provided. Service Provider shall adhere to accepted Service Provider standards as set forth by relevant Service Provider associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted Service Provider customs, procedures and standards for such Services. Service Provider agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Service Provider 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 Service Provider, 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 Service Provider 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 Service Provider 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. Service Provider 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. Service Provider 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 Service Provider must be in accordance with these laws, ordinances, codes and regulations. Service Provider'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, Service Provider shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Service Provider 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 Service Provider's subcontractor, if any; (c) name and address of Service Provider'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, Service Provider shall immediately notify City. Service Provider shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

14. Confidentiality. Service Provider understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Service Provider 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").

Service Provider 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 Service Provider written authorization to make any such disclosure, Service Provider shall do so only within the limits and to the extent of that authorization. Service Provider 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, Service Provider 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, Service Provider may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Service Provider shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City's Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

15. Excusable Delays; Notice to Other Party of Delay. Service Provider 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 Service Provider. Force Majeure does not include: (a) Service Provider's financial inability to perform; (b) Service Provider's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Service Provider'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 Service Provider.

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

17. Suspension of Services by City. City reserves the right to suspend Service Provider's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Service Provider notice of such suspension and Service Provider 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 Service Provider, the Service Provider shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Service Provider's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Service Provider 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 Service Provider during the period when Services were suspended.

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

additional compensation, if any, that is required to appropriately compensate the Service Provider 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 Service Provider no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and City shall continue to make payments for the Services in progress as required by this Agreement.

18. Ownership of Work Product. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, Service Provider or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Service Provider 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 Service Provider or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Service Provider hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Service Provider 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 Service Provider agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Service Provider's Services hereunder. Service Provider shall have no ownership interest in such Products.

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

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

(a) Service Provider 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 Service Provider or before Service Provider commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Service Provider. If City terminates this Agreement after City has issued the Notice to Proceed to Service Provider and after Service Provider has commenced performance under this Agreement, City shall pay Service Provider the reasonable value of the Services rendered by Service Provider pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Service Provider's actual or projected lost profits had Service Provider completed the Services. Service Provider 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 Service Provider prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Service Provider 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 Service Provider after the date of the notice of termination.

20. Assurance of Performance. If, at any time, City believes Service Provider 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 Service Provider for written assurances of performance and a plan to correct observed deficiencies in Service Provider's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

21. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Service Provider 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 Service Provider'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 Service Provider.

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

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

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

23. Arbitration of Disputes. All claims, disputes, and other matters in question between City and Service Provider arising out of or relating to this Agreement or the breach thereof, including claims of Service Provider 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 Service Provider, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

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

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

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

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

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

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

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

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

24. Insurance Coverage. During the Term, the Service Provider, at its own cost and expense, 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. Service Provider shall maintain coverage as follows:

24.1 Commercial General Liability. Service Provider shall carry commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in the amount of no less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, and Two Million Dollars (\$2,000,000.00) products and completed operations 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).

24.2 Workers' Compensation Insurance and Employer's Liability. Service Provider shall carry workers' compensation insurance as required by the State of California under the Labor Code. Service Provider 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.

24.3 Professional Liability. Service Provider shall carry professional liability insurance that insures against professional errors and omissions that may be made in performing services in the amount of no less than One Million Dollars (\$1,000,000.00) per claim and in the aggregate or greater if appropriate for the Service Provider'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 Service Provider shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

24.4 Commercial Automobile Liability. Service Provider shall carry commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01 (or equivalent) in the amount of no less than One Million Dollars (\$1,000,000.00) or greater per accident for owned, leased, hired, and non-owned or borrowed automobiles.

24.5 Umbrella or Excess Policy. Service Provider 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, Automobile Liability, and Professional Liability insurance. No coverage or policies maintained by the City ("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 Service Provider's primary and excess liability policies are exhausted.

24.6 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, automobile 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 shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Contractor agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

25. Additional Insurance Requirements. Within five (5) days of the Effective Date, Service Provider shall provide City with certificates of insurance and amendatory endorsements for all of the policies required under this Agreement ("Certificates and Endorsements"). Such Certificates and Endorsements shall be kept current for the Term of the Agreement and Service Provider shall be responsible for providing updated copies. 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 Service Provider and shall be endorsed to state such; (c) cover products and completed operations of Service Provider, premises owned, occupied, or used by the Service Provider, or automobiles owned, leased, or hired or borrowed by the Service Provider; contain no special limitations on the scope of protection afforded to City; (d) allow and be endorsed 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 Service Provider's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state

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

26. Indemnifications.

26.1 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. Service Provider 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 Service Provider 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 Service Provider, or any direct or indirect subcontractor, employee, contractor, representative or agent of Service Provider, or anyone that Service Provider 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 Service Provider, the Service Provider waives any and all rights of any type of express or implied indemnity against City and City's Agents.

26.2 Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider 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 Service Provider or by any individual or agency for which Service Provider is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Service Provider.

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

28. Independent Contractor. At all times during the Term, Service Provider shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Service Provider performs the Services required under this Agreement. Service Provider 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 Service Provider. City shall have the right to control Service Provider only insofar as the result of Service Provider's Services rendered pursuant

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

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

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

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

If to City:

**City of Turlock
Attn: Christopher Fisher
156 S. Broadway, Suite 270
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 Service Provider:

Attn: _____

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

David Huff
Water Quality Control Division Manager
156 S. Broadway, Suite 270
Turlock, California 95380
Telephone: (209) 668-5590
E-mail: dhuff@turlock.ca.us

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

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

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

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

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

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

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

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

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

42. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective

Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

43. 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.

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

45. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

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

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

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

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

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

51. Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as

may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

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

[Signatures on Following Page]

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

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

SERVICE PROVIDER

**SAFETY CENTER INCORPORATED,
a California corporation**

By: _____
Susan E. Borrego, Interim City Manager

By: _____

Print Name: _____

Date: _____

Title: _____

Date _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

June 4, 2025

Safety Center, Incorporated
3909 Bradshaw Road
Sacramento, California 95827
www.safetycenter.org

SUBJECT: City of Turlock California Municipal Services Department Request for
Qualifications, Safety Management Services Rebid No. 25-007

As outlined in our May 2, 2025, submittal detailing program methodology, Safety Center proposes a collaborative model featuring a dedicated Program Manager with direct access to a wide range of professional health and safety resources. This approach offers the City of Turlock Municipal Services Department an efficient and cost-effective solution to strengthening its health and safety program. By prioritizing tasks and working on them concurrently utilizing available resources, this concept ensures maximum impact while maintaining fiscal responsibility.

To provide services in a dedicated fashion, Safety Center proposes a flat hourly rate of \$225/hour for a Dedicated On-Site Safety Professional. Based on a standard 8-hour workday that coincides with that of the City, the estimated daily rates are as follows:

Service Duration	Hourly Rate	Total Hours	Total Cost
1 Day	\$225	8	\$1,800
2 Days	\$225	16	\$3,600
3 Days	\$225	24	\$5,400
4 Days	\$225	32	\$7,200
5 Days	\$225	40	\$9,000

Overtime & Emergency Rate Policy

To ensure availability and flexibility for critical situations, the following overtime policy applies to Safety Center employees assigned to the City:

- Hours 40–60/week: Time and a half (\$337.50/hour)
- Over 60 hours/week: Double time (\$450/hour)
- Emergency Response: Time and a half (\$337.50/hour)

Emergency response includes—but is not limited to—after-hours incidents, urgent safety concerns requiring immediate attention, and unscheduled call-ins (e.g., being contacted late at night to respond to an incident without prior notice).

Fee Schedule Tables

Attached Table 1 provides a range of cost examples for performing the services requested by the City. The proposed fee schedule assumes that the current programs, plans, and procedures may vary in condition or completeness.

Table 2 outlines the fee schedule for conducting Safety Center instruction. The Safety Center offers in-person training options at your Turlock locations, as well as at our Modesto and Sacramento facilities.

Select courses are also available as virtual, instructor-led sessions to provide flexible and effective learning opportunities.

We appreciate the opportunity to support the City in strengthening its safety initiatives and look forward to partnering on this important effort.

Mac McIlvenna, CHST, CSMS, GSP
Director, Workplace Safety
Safety Center Incorporated | 3909 Bradshaw Road | Sacramento CA 95827
Direct Line: (916)-438-3354
Mobile: (925) 766-8582

Encl: Attachment 1, Program Completion Cost Range Examples
Attachment 2, Safety Center Training Fee Schedule

TABLE 1
Safety Center Program Completion Cost Range Examples

TABLE 1
PROGRAM COMPLETION COST RANGE EXAMPLES

Program Name	Service Category	Price Range	Onsite/ Hybrid/ Remote	Staffing Level Category	Special Tools / Equipment Required?	Notes
Aerosol Transmissible Diseases-	1. Compliance Assessment, 2. Monitoring, 3. Program Development	\$3,400 - \$4,000	Onsite	Certified Industrial Hygienist (CIH)	Yes, air sampling pumps	
Asbestos and Lead	1. Compliance Assessment, 2. Monitoring, 3. Program Development 4. Training	\$5,500 - \$6,500	Onsite	CIH, Subject Matter Expert (SME)	Yes if air or lab wipe sampling is required	
Bloodborne Pathogen and Exposure Control Plan –	1. Compliance Assessment, 2. Written Program Development 3. Training	\$5,000 - \$6,000	Hybrid	SME, Instructor	No	
Chemical Hygiene Plan	1. Compliance Assessment, 2. Written Program Development 3. Training	\$5,500 - \$6,500	Hybrid	CIH, SME, Instructor	Yes if air sampling is required	
Respiratory Protection	1. Compliance Assessment, 2. Monitoring 3. Written Program Development 4. Training 5. Special - Fit Testing / Medical Survey.	\$5,500 - \$6,500	Hybrid	SME, Instructor	Yes - Fit Testing Equipment, possible air monitoring	Due to employee confidentiality, the City will be responsible for medical surveillance of its employees.
Codes of Safe Practices	1. Compliance Assessment, 2. Written Program Development	\$800 - \$1,000	Hybrid	Level 1 Staffing	No	

Confined Space	1. Compliance Assessment, 2. Monitoring 3. Written Program Development 4. Training 5. Special - CS Rescue Support*	\$7,500 - \$8,500	Onsite	SME, Instructor	Yes, 4 gas meter, rescue equipment.	*Safety Center does not perform rescue services, our role would be to train a team of rescuers.
Contractor Safety	1. Compliance Assessment, 2. Written Program Development,	\$7,500 - \$8,500	Onsite	Level 1 Staffing	No	
Electrical Safety	1. Compliance Assessment, 2. Written Program Development, 3. Training	\$5,500 - \$6,500	Onsite	SME, Instructor	Yes, Multi-meter, IR, PPE	
Emergency Action Plan	1. Compliance Assessment, 2. Written Program Development, 3. Training	\$2,750 - \$3,300	Onsite	Level 1 Staffing, Instructor	No	
Excavation/ Trenching/ Shoring	1. Compliance Assessment, 2. Written Program Development, 3. Training	\$3,800 - \$4,200	Onsite	SME, Instructor	Yes, Heavy Equipment	
Fall Protection and Ladder Safety	1. Compliance Assessment, 2. Written Program Development, 3. Training 4. Special - FP Rescue / Gear	\$3,800 - \$4,200	Onsite	SME	Yes	
Powered Industrial Trucks	1. Compliance Assessment, 2. Written Program Development, 3. Training	\$3,800 - \$4,200	Onsite	SME, Instructor	Yes, Equipment	Using IVES-provided student materials

Hand/Power Tools	1. Compliance Assessment, 2. Written Program Development, 3. Training	\$1,800 - \$2,500	Onsite	Level 1 Staffing	No	
Hazard Communication	1. Compliance Assessment, 2. Written Program Development, 3. Training	\$3,800 - \$4,200	Hybrid	Level 1 Staffing, Instructor	No	
Hazardous Materials	1. Compliance Assessment, 2. Special - Regulatory Reporting	\$3,800 - \$4,200	Hybrid	SME	No	
Hazardous Waste Management	1. Compliance Assessment, 2. Written Program Development, 3. Training	\$3,800 - \$4,200	Hybrid	Level 1 Staffing, Instructor	No	
Hearing Conservation-	1. Compliance Assessment, 2. Monitoring 3. Written Program Development, 4. Training 5. Special - Medical Survey.	\$4,400 - \$5,000	Hybrid	SME, Instructor	Yes, Noise Monitoring	Due to employee confidentiality, the City will be responsible for medical surveillance of its employees.
Heat Illness Prevention- Indoor and Outdoor	1. Compliance Assessment, 2. Written Program Development, 3. Training	\$1,800 - \$2,500	Hybrid	Level 1 Staffing	Yes, Thermometer	
Heavy Equipment Operation	1. Compliance Assessment, 2. Written Program Development, 3. Training	\$3,200 - \$3,800	Onsite	SME, Instructor	Yes, Heavy Equipment	Using IVES-provided Student materials
Hot work	1. Compliance Assessment, 2. Monitoring (welding), 3. Program Development	\$3,800 - \$5,000	Onsite	SME	No	Can be combined with Welding, Cutting and Brazing

Injury & Illness Prevention	1. Compliance Assessment, 3. Written Program Development, 3. Training	\$1,800 - \$2,500	Hybrid	Level 1 Staffing	No	
Lockout/Tagout (LOTO)	1. Compliance Assessment, 3. Written Program Development, 3. Training	\$5,500 - \$6,500	Onsite	SME	Yes, LOTO Devices	
Personal Protective Equipment	1. Compliance Assessment, 3. Written Program Development, 3. Training	\$1,800 - \$2,500	Hybrid	Level 1 Staffing	Yes, PPE	
Traffic Control and Flagger Safety	1. Compliance Assessment, 2. Written Program Development, 3. Training	\$3,200 - \$3,800	Onsite	SME	Yes, Traffic Equipment	
Welding, Cutting and Brazing	1. Compliance Assessment, 2. Monitoring, 3. Program Development 4. Training	\$3,800 - \$5,000	Onsite	CIH, SME, Instructor	Yes, Air Monitoring	
Work Zone Safety	1. Compliance Assessment, 2. Written Program Development,	\$1,800 - \$2,300	Onsite	SME	Yes	
Workplace Violence Prevention	1. Compliance Assessment, 2. Monitoring, 3. Program Development 4. Training	\$6,500 - \$7,500	Onsite	SME/Instructor	No	

TABLE 2
Safety Center Training Fee Schedule

Safety Center Training Offerings Coinciding with RFI Bid 25-007 Request

VILT- Option for Virtual Instructor- Led Training

Class	Max Participants	Training Duration, Hours	2026 Fees
Confined Space Awareness	25	4	\$1550
Confined Space Entry / Non-Entry Rescue	15	8	\$2500
Confined Space Entry/ Rescue	15	16	\$5000
Contractor Safety	25	2	\$1000
Excavation (Trenching/Shoring)	25	8	\$2500
Fall Protection Awareness	25	4	\$1550
Fall Protection - User Level DAY 1	25	8	\$2500
Fall Protection - User Level DAY 2	25	8	\$2500
Forklift Operator Safety (IVES Curriculum)	6-8	8	\$2500
Hand Power Tools	15	4	\$1550
Hazard Communication w/GHS	25	2	\$1000
Hazard Communication w/GHS (VILT)	25	2	\$850
Hazardous Materials, Waste Management	25	4	\$1550
Hearing Conservation	25	2	\$1000
Hot Work	25	2	\$1000
Indoor/Outdoor Heat Illness Prevention	25	8	\$2500
Indoor/Outdoor Heat Illness Prevention (VILT)	25	8	\$2000
Loader (Skid Steer, Front-end, Excavator) (IVES Curriculum)	6-8	8	\$2500
Lockout / Tagout Affected/Authorized User	25	6	\$2250
Personal Protective Equipment (PPE)	25	4	\$1550
Personal Protective Equipment (PPE) (VILT)	25	4	\$1200

Respiratory Protection Awareness Training	25	2	\$1000
Respiratory Protection Awareness Training (VILT)	25	2	\$850
Traffic Control and Flagging (MUTCD)	25	8	\$2500
Welding Cutting and Brazing	12	12	\$3500

Additional Safety Center Training Offerings

Class	Max Participants	Training Duration, Hours	2026 Fees
Aerial Lift (IVES Curriculum): Scissor/Boom/Bucket Truck	6-8	8	\$2500
Aerosol Transmittable Diseases	25	2	\$1,000
Asbestos and Lead Awareness	25	4	\$1550
Bloodborne Pathogens	25	2	\$1000
Cal / OSHA 10 HR	20	10	\$3200
Cal / OSHA 10 HR (VILT)	20	10	\$2700
Cal / OSHA 30 HR	20	30	\$8100
Cal / OSHA 30 HR (VILT)	20	30	\$7300
Certified Safety Management Specialist	15 max. per class	9 Days, 6-8 hours a day, over 3 months	W/Safety Alliance Partner Perks \$2625
Defensive Driving	25	4	\$1550
Defensive Driving (VILT)	25	4	\$1200
Emergency Action Plan (EAP)	25	4	\$1550
Ergonomics / Back Injury Prevention	25	4	\$1550
Ergonomics / Back Injury Prevention (VILT)	25	4	\$1200
First Aid, CPR, AED	12	8	\$2500
HAZWOPER 8 HR	25	8	\$2500
HAZWOPER 8 HR (VILT)	25	8	\$2300
HAZWOPER 24 HR	25	24	\$6500
HAZWOPER 24 HR (VILT)	25	24	\$5700
HAZWOPER 40 HR	25	40	\$10,500

HAZWOPER 40 HR (VILT)	25	40	\$9700
Injury Illness Prevention (Plan)	25	2	\$1000
Ladder Safety	25	2	\$1000
Machine Guarding Awareness	25	4	\$1550
Machine Guarding Awareness (VILT)	25	4	\$1200
NFPA70E/Arc Flash, Electrical Safety Awareness	25	8	\$3000
Silica Safety Awareness	25	2	\$1000
Silica Safety Awareness (VILT)	25	2	\$850
Workplace Violence Prevention	25	4	\$1550
Work Zone Safety	25	4	\$1550

City Council Staff Report

August 26, 2025



From: Paul Loehr, Risk Management Director
Prepared by: Paul Loehr, Risk Management Director
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Approving an Amendment to the Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority.

2. DISCUSSION OF ISSUE:

Pursuant to action taken by the Central San Joaquin Valley Risk Management Authority's (CSJVRMA) Executive Committee on June 26, 2025, the CSJVRMA is requesting approval of the Amended and Restated Joint Powers Agreement by each member's City Council. Amendments to the Joint Powers Agreement require a written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the member cities. Upon signature by two-thirds (2/3rds) of the member cities, any member city failing or refusing to abide by such amendments may be involuntarily terminated as a party to the Agreement.

The CSJVRMA Joint Powers Agreement has been updated as follows:

- Article I - The Definitions section has been updated to provide clarification.
- Article II - The Purpose section has been updated to provide clarification.
- Article VII - The Powers of the Authority section has been revised to meet the requirements in California Government Code Section 6509.
- Article VIII - The Board of Directors section has been updated to clarify how Board of Director meetings are scheduled and to update the Powers of the Board of Directors language for clarification.
- Article XI - The Officers section has been updated to reflect current practices that align with California Government code Section 6505.6.
- Article XIII - The Reserve Funds section has been updated to allow for the potential formation of a captive entity and to clarify how investments are made.
- Article XVIII - The Responsibilities of Member Cities section was updated to provide clarification.

The CSJVRMA provided a letter dated July 14, 2025, outlining the changes noted above along with a redlined version of the CSJVRMA Joint Powers Agreement to show the actual changes that are being proposed. Additionally, a clean version of the amended CSJVRMA Joint Powers Agreement was provided without the changes being highlighted. These documents are attached to this staff report along with the draft Resolution.

3. BASIS OF RECOMMENDATION:

4. FISCAL IMPACT / BUDGET AMENDMENT:

There are no fiscal/budgetary impacts with approving the Amendment to the Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority.

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:

The City Council may choose not to agree to the proposed Amendment of the CSJVRMA Joint Powers Agreement. As noted above, if approved by two-thirds (2/3rds) of the member cities, any member city failing or refusing to abide by such amendments may be involuntarily terminated as a party to the CSJVRMA Joint Powers Agreement.

9. ATTACHMENTS:

1. Draft Resolution - Amendment to Joint Powers Agreement of the CSJVRMA
2. CSJVRMA Letter dated July 14, 2025
3. Redline Version of Amendment to CSJVRMA Joint Powers Agreement
4. Clean Version of Amendment to CSJVRMA Joint Powers Agreement

THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING AN }
AMENDMENT TO THE JOINT POWERS }
AGREEMENT OF THE CENTRAL SAN JOAQUIN }
VALLEY RISK MANAGEMENT AUTHORITY }**

RESOLUTION NO. 2025-

WHEREAS, the Central San Joaquin Valley Risk Management Authority (CSJVRMA) is a California Joint Powers Authority created and operated pursuant to California Government Code 6500 et. Seq. for the purpose of pooling funds to provide coverage for indemnification and defense and to purchase excess insurance for certain civil claims involving general liability, workers' compensation, and property damage;

WHEREAS, the City of Turlock is authorized pursuant to California Government Code 990.8 to enter into a Joint Powers Agreement for the purposes described above;

WHEREAS, the City of Turlock is a member of the CSJVRMA;

WHEREAS, the Joint Powers Agreement, which was created to establish the CSJVRMA, allows for amendment of the agreement upon approval by the City Council of two-thirds of the members of the CSJVRMA;

WHEREAS, the CSJVRMA desires to amend the Joint Powers Agreement as set forth in the Agreement dated July 1, 1994, and as amended on July 1, 2025, a copy of which is attached hereto and incorporated herein;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the Central San Joaquin Valley Risk Management Authority Joint Powers Agreement dated July 1, 1994, as amended and restated on July 1, 2025, and in the form as attached hereto.

IT IS FURTHER RESOLVED that the City Manager is authorized and directed to execute such agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of August 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Nichole Fiez, City Clerk,
City of Turlock, County of

Stanislaus, State of California



CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

1750 Creekside Oaks Drive, Suite 200 ■ Sacramento, CA 95833
(916) 244-1100 ■ (800) 541-4591
Fax (916) 244-1199 ■ E-Mail jeanette.workman@sedgwick.com

Northern Region

Angels Camp
Atwater
Ceres
Escalon
Gustine
Hughson
Lathrop
Livingston
Newman
Oakdale
Patterson
Ripon
Riverbank
Sonora
Sutter Creek
Tracy
Turlock
Waterford

Central Region

Chowchilla
Clovis
Dinuba
Dos Palos
Firebaugh
Fowler
Huron
Kerman
Kingsburg
Los Banos
Madera
Mendota
Merced
Orange Cove
Parlier
Reedley
San Joaquin
Sanger
Selma

Southern Region

Arvin
Avenal
Corcoran
Delano
Exeter
Farmersville
Lemoore
Maricopa
McFarland
Porterville
Shafter
Taft
Tehachapi
Tulare
Wasco
Woodlake

DATE: July 14, 2025

TO: CSJVRMA Member City Councils

FROM: Jeanette Workman, Administrator

SUBJECT: AMENDED AND RESTATED CSJVRMA JOINT POWERS AGREEMENT – ACTION REQUIRED

The Central San Joaquin Valley Risk Management Authority's (CSJVRMA) staff and CSJVRMA Legal Counsel, Mr. John Lavra, in conjunction with the CSJVRMA Administration and Financial Services Subcommittee, who will make recommendations to the Executive Committee, are conducting a full review of the CSJVRMA governing documents to ensure they continue to reflect the CSJVRMA's current practices, legal requirements, and operational needs.

Pursuant to action by the Central San Joaquin Valley Risk Management Authority's (CSJVRMA) Executive Committee on June 26, 2025, we are forwarding to you an Amended and Restated Joint Powers Agreement for presentation and approval by your city's city council at their earliest opportunity.

Amendments to the Joint Powers Agreement require a written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the member cities. Upon signature by two-thirds (2/3rds) of the member cities, any member city failing or refusing to abide by such amendments may be involuntarily terminated as a party to the Agreement.

Mr. Lavra advised the Executive Committee that although the Joint Powers Agreement, even as last amended in 1994, meets the legal requirements as set forth in the government code for Joint Powers Authorities, the document has been updated as follows:

- Definitional terms have been defined more clearly.
- Language has been broadened to give leeway in the event the CSJVRMA wants to consider creating or participating in a captive agency.
- An addition was made pursuant to Government Code Section 6509 that was not part of the law in 1994 when CSJVRMA last amended the Agreement. The change requires JPAs to designate a member whose restrictions would apply to the operations of the JPA. Below is an excerpt from correspondence from Mr. Lavra:

“This code section was enacted to prevent a local public entity from exercising powers inconsistent with its own charter, ordinance or resolution simply by becoming a member of a JPA. JPA's are formed to permit public entities to exercise powers on a collective basis, which they could, absent the JPA, exercise individually. However, the legislature wanted to place some restriction on the power of the JPA, without that JPA having to comply with all restrictions that might be in place for all of the members of the JPA. It would be unworkable, for instance, if the JPA had to satisfy or verify any and all



restrictions from the ordinances of all of the members of the JPA when transacting the business of the JPA. In order to strike a balance, section 6509 permits the JPA to agree to any restrictions in its exercise of powers based on the restrictions of one identified member city.”

The City of Ripon has been added to the Agreement as the designated city under Government Code Section 6509 with City of Madera listed as a secondary city in the event the City of Ripon were to terminate its membership. These two cities have no restrictions in place that would conflict with the day-to-day operations of the JPA.

To assist you in presenting this information to your city council for approval, a redline version of the Joint Powers Agreement is attached. Also attached are the following:

- A proposed new Joint Powers Agreement to be executed upon approval by your city council.
- A sample resolution that can be used to document the action taken by your city council in approving the Amended and Restated Joint Powers Agreement. This document is also being provided in a Word format to allow you to modify as appropriate for adoption by your council when approving the Amended and Restated Joint Powers Agreement.

Upon approval of the new Joint Powers Agreement by your city council, the final document needs to be executed by your City Manager/Administrator or an authorized individual from your city. Please forward an original, signed copy of the new Joint Powers Agreement, along with a copy of the adopted and fully executed council resolution, to Samantha Zellmer, CSJVRMA Board Secretary, at the following address:

**CSJVRMA
1750 Creekside Oaks Drive, Suite 200
Sacramento, CA 95833**

If you have any questions, please contact Jeanette Workman, CSJVRMA Administrator, at jeanette.workman@sedgwick.com or (916) 244-1110.

CENTRAL SAN JOAQUIN VALLEY
RISK MANAGEMENT AUTHORITY
JOINT POWERS AGREEMENT
AS AMENDED JULY 1, ~~1994~~ 2025

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

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**AMENDED JOINT EXERCISE OF POWERS AGREEMENT
FOR INSURANCE AND RISK MANAGEMENT PURPOSES**

THIS AMENDED AGREEMENT, dated for convenience this 1st day of ~~July, 2025~~1994, made and entered into by, between, and among those **Member Cities** which become parties to this Agreement by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this Agreement;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this Agreement desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial Agreement dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial Agreement was amended on January 1, 1985 and July 1, 1994 by a two-thirds vote of the **Member Cities'** city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this Agreement which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said Agreement provides that amendments to the Agreement may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this Agreement by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended Agreement, dated July 1, ~~2025~~¹⁹⁹⁴, which concurrently supersedes that certain Agreement creating the **Authority**, dated April 1, 1979, and all amendments thereto.

ARTICLE I
DEFINITIONS

The following words, when typed in bold print within the provisions of this Agreement, shall have the following definitions:

"Administrator" shall mean that person or group appointed by the Executive Committee and given responsibility for the management, administration, and operation of the **Authority**.

"Agreement" shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

"Authority" shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

"Board of Directors" or **"Board"** shall mean the governing body of the **Authority**.

"Broker" shall mean the **insurance broker** hired by the ~~Executive Committee~~ to acquire **insurance** coverage.

"Claims" shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

"Deposit Premium" shall mean the annual dollar amount determined by the Board of Directors payable by each Member City for the purpose of self-insurance coverage, excess insurance premiums, and administrative costs, charged for the purpose of carrying out the powers of the Authority. ~~those funds charged for the purpose of self-insured coverage.~~

"Executive Committee" shall mean the elected officers and the representatives appointed by each region to represent that region.

"Fiscal Year" shall mean the period July 1 to June 30 of each year.

"Insurance" shall mean any commercial insurance coverage.

"Insurance Premium" shall mean those funds charged for the payment of group purchased **insurance**.

"Joint Protection Programs" shall mean any program to provide risk sharing or **insurance** coverage under this Agreement and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess **insurance** to be purchased. ~~—~~ Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding

of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

"Master Plan Document" shall mean the document, formally adopted by the Executive Committee ~~participating Member Cities~~, ~~containing the provisions setting forth the operations, policies, and provisions~~ of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

"Member City" shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the Agreement and the Bylaws, and has signed the Agreement.

"Operating Fund" shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**.

"Representative" shall mean the person, ~~normally the City Manager/Administrator of the Member City, who has been~~ designated in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's Board** or **Executive Committee**. The Representative must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the Member City and whose responsibilities include all or part of the Member City's risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

"Self-Insurance" shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposure ~~area~~ without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II PURPOSES

The purpose of this Agreement is to provide joint powers common to each ~~Member City~~ for **insurance** purposes; to pool self-insured claims and losses, to purchase or participate in excess pooling or excess insurance coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services; ~~and share risks;~~ to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities ~~desiring to become parties to the Agreement.~~

ARTICLE III
CREATION OF JOINT POWERS AUTHORITY

- ~~A.~~ Pursuant to Section 6500, et. seq. of the California Government Code, the Authority is a public entity separate and apart from the parties to this Agreement. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this Agreement.
- ~~B.~~ It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this Agreement, even though some powers and procedures may be changed by this Agreement.
- ~~C.~~ The **Authority**, its **Board**, officers, membership, and staff shall be governed by this Agreement, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV
PARTIES TO AGREEMENT

- ~~A.~~ Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement. ~~Each party to the Agreement shall be bound by this Agreement when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended Agreement.~~ A party to this Agreement certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this Agreement and, in addition, with each city which may hereafter be added as a party to and may sign this Agreement. ~~Each city which has or may hereafter sign this Agreement also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.~~
- ~~B.~~ Each city which is a member of the **Authority** at the time this amended Agreement is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this Agreement.

ARTICLE V
MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this Agreement pursuant to the Bylaws of the **Authority**.

ARTICLE VI
TERM OF AGREEMENT

This Agreement, as amended, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**. When effective, this Agreement, as may be amended from time to time, shall continue thereafter until terminated as herein provided. This Agreement shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII
POWERS OF THE **AUTHORITY**

A. ~~The **Authority** shall have all of the powers common to **Member Cities** and all additional powers set forth in Section 6500, et. seq. and Section 989, et. seq. of the Government Code and other applicable law. The **Authority** shall have all of the rights, immunities, privileges, and defenses afforded each **Member City** and peculiar to the particular **Member City** being sued or against which there has been a claim.~~

Pursuant to and to the extent required by Government Code section 6509, the Authority shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the Authority, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. ~~to m~~Make and enter into contracts;
2. ~~to i~~Incur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** ~~which is a part of this Agreement~~ except as otherwise provided;

3. ~~to~~ Assess **Member Cities** ~~as deemed appropriate for good cause as determined by the Executive Committee;~~
4. ~~to~~ Acquire, hold, or dispose of real and personal property;
5. ~~to~~ Receive contributions and donations of property, funds, services, and other forms of assistance from any sources;
6. ~~to~~ Sue and be sued in its own name;
7. ~~to~~ Employ agents and employees;
8. ~~to~~ Acquire, construct, manage, and maintain buildings;
9. ~~to~~ Lease real or personal property, including ~~property that~~ of a **Member City**; and
10. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

~~B. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.~~ This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

ARTICLE VIII BOARD OF DIRECTORS

A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one ~~Representative~~ from each **Member City**, each serving in an individual capacity as a member of the **Board**. Each **Member City** shall appoint one **Representative**. Appointments shall be limited to the City Manager/Administrator of each **Member City** or his/her authorized delegate. Each **Member City** shall also appoint one alternate **Representative**. The alternate **Representative** may attend and may participate in any meeting of the **Board**. When the regular **Representative** for whom he/she is an alternate is absent from the meeting, the alternate **Representative** may vote. Each **Representative** serves at the pleasure of the **Member City** being represented. Each **Representative** has one vote as the member of the **Board**. **Representatives** are not entitled to compensation. However, the **Executive Committee** may authorize reimbursement for expense incurred by a **Representative** in connection with his/her duties for the **Authority**.

B. MEETINGS OF THE BOARD

The **Board** shall hold at least two meetings each year. The ~~Executive Committee~~ shall ~~determine~~ ~~fix by resolution~~ the date upon which and the hour and place at which each regular meeting is to be held.

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special meeting by filing a written request with the Secretary. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for

Commented [JW1]: Meetings will continue to be adopted by the EC, but in a less formal manner than by resolution.

notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept. ~~As soon as possible after each meeting, copies of the minutes shall be forwarded to each -Member City.~~

A majority of the members of the **Board** is a quorum for the transaction of business. ~~However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.~~

C. POWERS OF THE **BOARD OF DIRECTORS**

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**. ~~The **Board** may delegate any and all of its authority to the **Executive Committee** except the following:~~

1. ~~Amendments to~~ ~~To change~~ the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
2. ~~To creation of~~ any new **Joint Protection Program**;
3. ~~To termination of~~ ~~ae~~ any **Joint Protection Program**;
4. ~~To expulsion of~~ a **Member City**;
5. ~~To adoption of~~ an operating budget for the **Authority**;
6. ~~To change or revise~~ ~~Amendments to~~ the **Authority's** Conflict of Interest Code; and
7. ~~To A~~ ~~authorization for~~ ~~e~~ the issuance, modification, or defeasance of bonds.

ARTICLE IX BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this Agreement.

ARTICLE X **EXECUTIVE COMMITTEE**

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**. ~~The **Executive Committee** shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.~~

ARTICLE XI OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer. Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable. All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

~~The president shall appoint someone other than the treasurer to perform the functions of auditor/controller of the Authority. The president shall be performed by the Authority's contracted administration firm officers or employees or in-house staff, or the president may assume these functions as a collateral duty of the presidency. The auditor/controller must be a member of the Board.~~ The **Treasurer** and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6. ~~The Board shall require the treasurer and auditor/controller to file with the Authority an official bond in the amount to be fixed by the Board. The Authority shall pay the cost of bond premiums required by this section. The Authority shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.~~

Commented [JR2]: Staff conformed this section to reflect current practices/align with 6505.6.

ARTICLE XII JOINT PROTECTION PROGRAMS

- ~~A.~~ The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable. All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws. All other **Joint Protection Programs** shall be optional. The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.
- ~~B.~~ Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating **Member City** of another program. A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program. Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve

to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. The ~~funds treasurer~~ shall ~~be invested and reinvest the funds~~ in compliance with the **Authority's** Investment Policy and ~~relevant State laws, and in the same manner as if they were Member City funds.~~

Commented [JR3]: This change is to allow for the potential formation of a captive entity, and investment under other state laws.

Refunds shall be made in accordance with the **Master Plan Document** for each program.

Commented [JR4]: The MPD will be amended to provide for flexibility in the payment of refunds. Recall board action to ratify decisions of executive committee in withholding refund amounts.

ARTICLE XIV OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums, broker's fees, adjusting fees, consultant and legal fees, and such other items as are appropriate**. Just demands for payment shall be made by warrants in compliance with the adopted budget. The warrants shall be paid as directed by the **Executive Committee**. The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI FUNDING AND PROCEDURES FOR CALCULATING ANNUAL CONTRIBUTIONS

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII RESPONSIBILITIES OF **AUTHORITY**

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this Agreement:

1. assist **Member Cities** in developing their risk management programs ;
2. participate in risk management advisory committees formed by **Member Cities**;
3. provide loss prevention, safety, and security services;
4. provide all program services as required by program **Master Plan Documents** ;
5. provide loss analysis control by use of statistical analysis, data processing, and

- record and file keeping services. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
6. conduct risk management audits to review the participation of each **Member City** in the program; and
 7. perform other functions as required by the **Board** for the purpose of accomplishing the goals of this Agreement.

ARTICLE XVIII RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. pay all financial obligations to the **Authority** within the time prescribed;
2. appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. ~~adopt a risk management program;~~ carry out the duties and responsibilities as assigned or mandated by the Board of Directors and/or the Executive Committee which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority**, and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;
5. ~~establish a risk management advisory committee to work with the risk manager of the **Authority**;~~
6. ~~maintain an active safety committee;~~
7. report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
8. permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
9. ~~submit DE3-DPs to the **Authority** concurrent with the submission dates established by the State of California;~~
10. submit underwriting information requested by the **Authority** on a timely basis;
11. provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
12. cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
13. cooperate to the fullest extent with the **Authority's** Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
14. comply with risk management requirements established under the authority of this Agreement.

Commented [JW5]: This will be included in the program master plan document

ARTICLE XIX

WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program. A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

ARTICLE XX INVOLUNTARY TERMINATION

A **Member City** may be removed from this Agreement by a two-thirds (2/3rds) vote of the **Board** for non-compliance with any provision of the governing documents. Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

ARTICLE XXI CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this Agreement, the Bylaws, Resolutions, and the **Master Plan Documents of Joint Protection Programs** in which the **Member City** has participated.

ARTICLE XXII REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

A. In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**. The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**. The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**. Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to

participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII
TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**.
- The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**. Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV
AUDIT

A. The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

ARTICLE XXV
ARBITRATION

Any controversy between the parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXVI
BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**,
AND MEMORANDA OF COVERAGE

Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this Agreement, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

ARTICLE XXVII
ENFORCEMENT

The **Authority** is hereby granted authority to enforce this Agreement. In the event action is instituted by the **Authority** to enforce any term of this Agreement, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII
AMENDMENTS

This Agreement may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this Agreement. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this Agreement as provided herein.

ARTICLE XXIX
NOTICES

Notices under this Agreement shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX
COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: _____

MEMBER CITY

BY: _____

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT

AS AMENDED AND RESTATED

EFFECTIVE JULY 1, 2025

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AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

THIS AMENDED AND RESTATED **AGREEMENT**, dated for convenience this 1st day of July 2025, made and entered into by, between, and among those **Member Cities** which become parties to this **Agreement** by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this **Agreement**;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this **Agreement** desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial **Agreement** dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial **Agreement** was amended on January 1, 1985, and July 1, 1994, by a two-thirds vote of the **Member Cities'** city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this **Agreement** which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said **Agreement** provides that amendments to the **Agreement** may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this **Agreement** by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended and restated **Agreement**, dated July 1, 2025, which concurrently supersedes that certain **Agreement** creating the **Authority**, dated April 1, 1979, and all amendments thereto.

ARTICLE I DEFINITIONS

The following words, when typed in bold print within the provisions of this **Agreement**, shall have the following definitions:

"**Administrator**" shall mean that person or group appointed by the **Executive Committee** and given responsibility for the management, administration, and operation of the **Authority**.

"**Agreement**" shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

"**Authority**" shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

"**Board of Directors**" or "**Board**" shall mean the governing body of the **Authority**.

"**Broker**" shall mean the **insurance broker** hired by the **Executive Committee** to acquire **insurance** coverage.

"**Claims**" shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

"**Deposit Premium**" shall mean the annual dollar amount determined by the Board of Directors payable by each **Member City** for the purpose of **self-insurance** coverage, excess **insurance premiums**, and administrative costs, charged for the purpose of carrying out the powers of the **Authority**.

"**Executive Committee**" shall mean the elected officers and the representatives appointed by each region to represent that region.

"Fiscal Year" shall mean the period July 1 to June 30 of each year.

"Insurance" shall mean any commercial insurance coverage.

"Insurance Premium" shall mean those funds charged for the payment of group purchased insurance.

"Joint Protection Programs" shall mean any program to provide risk sharing or insurance coverage under this **Agreement** and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess insurance to be purchased. Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

"Master Plan Document" shall mean the document, formally adopted by the **Executive Committee**, setting forth the operations, policies, and provisions of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

"Member City" shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the **Agreement** and the Bylaws and has signed the **Agreement**.

"Operating Fund" shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**.

"Representative" shall mean the person, **designated** in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's Board** or **Executive Committee**. The **Representative** must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the **Member City** and whose responsibilities include all or part of the **Member City's** risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

"Self-Insurance" shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposure without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II PURPOSES

The purpose of this **Agreement** is to provide joint powers common to each **Member City** for **insurance** purposes; to pool self-insured **claims** and losses, to purchase or participate in excess pooling or excess **insurance** coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services; to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities desiring to become parties to the **Agreement**.

ARTICLE III CREATION OF JOINT POWERS AUTHORITY

Pursuant to Section 6500, et. seq. of the California Government Code, the **Authority** is a public entity separate and apart from the parties to this **Agreement**. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this **Agreement**.

It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this **Agreement**, even though some powers and procedures may be changed by this **Agreement**.

The **Authority**, its **Board**, officers, membership, and staff shall be governed by this **Agreement**, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV PARTIES TO **AGREEMENT**

Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement. Each party to the **Agreement** shall be bound by this **Agreement** when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended and restated **Agreement**. A party to this **Agreement** certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this **Agreement** and, in addition, with each city which may hereafter be added as a party to and may sign this **Agreement**. Each city which has or may hereafter sign this **Agreement** also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this **Agreement** nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.

Each city which is a member of the **Authority** at the time this amended and restated **Agreement** is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this **Agreement**.

ARTICLE V MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this **Agreement** pursuant to the Bylaws of the **Authority**.

ARTICLE VI TERM OF **AGREEMENT**

This **Agreement**, as amended and restated, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**. When effective, this **Agreement**, as may be amended from time to time, shall continue thereafter until terminated as herein provided. This **Agreement** shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII POWERS OF THE **AUTHORITY**

Pursuant to and to the extent required by Government Code section 6509, the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the **Authority**, then the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. Make and enter into contracts;

2. Incur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** except as otherwise provided;
3. Assess **Member Cities** as deemed appropriate by the **Executive Committee**;
4. Acquire, hold, or dispose of real and personal property;
5. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
6. Sue and be sued in its own name;
7. Employ agents and employees;
8. Acquire, construct, manage, and maintain buildings;
9. Lease real or personal property, including property of a **Member City**; and
10. To exercise all powers necessary and proper to carry out the terms and provisions of this **Agreement** or otherwise authorized by law.

This **Agreement** shall be construed and interpreted in accordance with the laws of the State of California.

ARTICLE VIII BOARD OF DIRECTORS

A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one **Representative** from each **Member City**, each serving in an individual capacity as a member of the **Board**. Each **Member City** shall appoint one **Representative**. Appointments shall be limited to the City Manager/Administrator of each **Member City** or his/her authorized delegate. Each **Member City** shall also appoint one alternate **Representative**. The alternate **Representative** may attend and may participate in any meeting of the **Board**. When the regular **Representative** for whom he/she is an alternate is absent from the meeting, the alternate **Representative** may vote. Each **Representative** serves at the pleasure of the **Member City** being represented. Each **Representative** has one vote as the member of the **Board**. **Representatives** are not entitled to compensation. However, the **Executive Committee** may authorize reimbursement for expense incurred by a **Representative** in connection with his/her duties for the **Authority**.

B. MEETINGS OF THE **BOARD**

The **Board** shall hold at least two meetings each year. The **Executive Committee** shall determine the date upon which and the hour and place at which each regular meeting is to be held.

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special

meeting by filing a written request with the Secretary. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept. As soon as possible after each meeting, copies of the minutes shall be forwarded to each **Member City**.

A majority of the members of the **Board** is a quorum for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.

C. POWERS OF THE **BOARD OF DIRECTORS**

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**. The **Board** may delegate any and all of its authority to the **Executive Committee** except the following:

1. Amendments to the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
2. Creation of any new **Joint Protection Program**;
3. Termination of any **Joint Protection Program**;
4. Expulsion of a **Member City**;
5. Adoption of an operating budget for the **Authority**;
6. Amendments to the **Authority's** Conflict of Interest Code; and
7. Authorization for the issuance, modification, or defeasance of bonds.

ARTICLE IX BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this **Agreement**.

ARTICLE X **EXECUTIVE COMMITTEE**

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**. The **Executive Committee** shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.

ARTICLE XI OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer. Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable. All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

The functions of auditor/controller of the **Authority** shall be performed by the **Authority's** officers or employees. The Treasurer and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6. The **Authority** shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.

ARTICLE XII JOINT PROTECTION PROGRAMS

- A. The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable. All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws. All other **Joint Protection Programs** shall be optional. The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.
- B. Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating Member City of another program. A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program. Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. The funds shall be invested in compliance with the **Authority's** Investment Policy and relevant state laws.

Refunds shall be made in accordance with the **Master Plan Document** for each program.

ARTICLE XIV
OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums, broker's fees**, adjusting fees, consultant and legal fees, and such other items as are appropriate. Just demands for payment shall be made by warrants in compliance with the adopted budget. The warrants shall be paid as directed by the **Executive Committee**. The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV
BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI
**FUNDING AND PROCEDURES FOR CALCULATING
ANNUAL CONTRIBUTIONS**

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII
RESPONSIBILITIES OF AUTHORITY

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this **Agreement**:

1. Assist **Member Cities** in developing their risk management programs;
2. Participate in risk management advisory committees formed by **Member Cities**;
3. Provide loss prevention, safety, and security services;
4. Provide all program services as required by program **Master Plan Documents**;
5. Provide loss analysis control by use of statistical analysis, data processing, and record and file keeping services. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
6. Conduct risk management audits to review the participation of each **Member City** in the program; and
7. Perform other functions as required by the **Board** for the purpose of accomplishing the goals of this **Agreement**.

ARTICLE XVIII
RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. Pay all financial obligations to the **Authority** within the time prescribed;
2. Appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. Conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. Carry out the duties and responsibilities as assigned or mandated by the **Board of Directors** and/or the **Executive Committee** which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority**, and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;
5. Report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
6. Permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
7. Submit underwriting information requested by the **Authority** on a timely basis;
8. Provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
9. Cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
10. Cooperate to the fullest extent with the **Authority's** Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
11. Comply with risk management requirements established under the authority of this **Agreement**.

ARTICLE XIX
WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program. A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

ARTICLE XX
INVOLUNTARY TERMINATION

A **Member City** may be removed from this **Agreement** by a two-thirds (2/3rds) vote of the **Board** for non-compliance with any provision of the governing documents. Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

ARTICLE XXI
CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums, deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this **Agreement**, the Bylaws, Resolutions, and the **Master Plan Documents of Joint Protection Programs** in which the **Member City** has participated.

ARTICLE XXII
REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**. The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**. The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums, deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**. Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII
TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**.

The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**. Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV AUDIT

The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

ARTICLE XXV ARBITRATION

Any controversy between the parties hereto arising out of this **Agreement** shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXVI BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**, AND MEMORANDA OF COVERAGE

Each party to this **Agreement** by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this **Agreement**, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

ARTICLE XXVII ENFORCEMENT

The **Authority** is hereby granted authority to enforce this **Agreement**. In the event action is instituted by the **Authority** to enforce any term of this **Agreement**, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII
AMENDMENTS

This **Agreement** may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this **Agreement**. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this **Agreement** as provided herein.

ARTICLE XXIX
NOTICES

Notices under this **Agreement** shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX
COUNTERPARTS

This **Agreement** may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: _____

MEMBER CITY

BY: _____

City Council Staff Report

August 26, 2025



From: Adrienne Werner, Development Services Director
Prepared by: Joanne Foster, Assistant Planner
Agendized by: Sue Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Declaring the Intention to Order Annexation No. 38 for the property located at 300 N. Soderquist Road (Stanislaus County Assessor's Parcel 061-003-040) to Existing Community Facilities District No. 2 (Services Mitigation)

2. DISCUSSION OF ISSUE:

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

The existing CFD #2 was phased in over ten (10) years. The current (FY 2024/2025) rate for multi-family dwellings subject to CFD #2 is \$583 per year and will increase 2% annually. A higher rate (\$745 for year 2024/2025) is charged on single-family dwelling units. In 2013, the City Council authorized staff to hire Economic Planning Systems, Inc. to evaluate the adequacy of the tax under current economic and financial conditions. The evaluation found that the current CFD #2 tax rate is adequate to mitigate the public service impacts of new residential development. In conjunction with this evaluation the City Council adopted an ordinance establishing the policies and procedures for annexation into CFD #2. The ordinance established that any residential project that could result in the development of one or more residential dwellings in the City limit requiring approval of a parcel map, subdivision map, general plan amendment, rezone, planned development, area-wide plan, annexation, or discretionary permit pursuant to TMC Title 11 (Subdivisions), Chapter 9-5 TMC (Administration), or TMC 9-2-113 (Planned developments), shall be subject to mitigating the increased demand on public services, including, but not limited to, police, fire and park maintenance by annexing into CFD #2.

Annexation No. 38 will annex one parcel into CFD #2.

1. A 0.46-acre parcel located at 300 N Soderquist Road, Stanislaus County Assessor's Parcel 061-003-040, as shown on the attached boundary map (Attachment 1 of the Resolution) into CFD #2. Minor Discretionary Permit 2024-03

(MDP 24-03) was approved on July 12, 2024 authorizing the construction of a 5-unit multifamily residential unit. Annexation into CFD #2 is required as a condition of approval for the project.

In general, the annexation process is very much like the process to form CFD #2 – completion of the initial Resolution of Intention (ROI), public hearing notice, and public hearing and property owner election not less than 30 days after the Council's adoption of the ROI. Because there are less than 12 registered voters, the election can be held immediately following the public hearing. A certification that there are 12 or fewer voters in the proposed annexation area has been filed with the City Clerk as required by law. The identified services funded by CFD #2, (police, fire, park maintenance, etc.) remain the same as identified in the initial formation of CFD #2.

3. BASIS FOR RECOMMENDATION:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

The assessment fees for dwellings annexed into CFD #2 are not collected until the issuance of a Certificate of Occupancy for the dwelling. The approval and application of CFD #2 will increase revenues to fund General Fund supported services as the city's population increases from the development of new homes.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

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

8. ALTERNATIVES:

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

9. ATTACHMENTS:

1. Draft Resolution
2. Boundary Map

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF DECLARING
THE INTENTION TO ORDER
ANNEXATION NO. 38 FOR THE
PROPERTY LOCATED AT 300
NORTH SODERQUIST ROAD
(STANISLAUS COUNT APN: 061-003
-040) TO EXISTING COMMUNITY
FACILITIES DISTRICT NO. 2
(SERVICES 4 MITIGATION)**

RESOLUTION NO. 2025-

WHEREAS, The City of Turlock City Council (Council) proposes to annex a certain real property more accurately known as 300 N. Soderquist Road (Stanislaus County Assessor's Parcel 061-003-040), (the "Subject Property") to the existing community facilities district known as "City of Turlock Community Facilities District No. 2 (Services Mitigation)" ("CFD No. 2") as authorized by Article 3.5 of the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

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

WHEREAS, the boundaries of the Subject Property are shown on a map entitled "Proposed Boundaries, Annexation No. 38, Community Facilities District No. 2," which is on file with the City Clerk (the "Clerk"); and

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

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

1. This Council hereby finds and determines that public convenience and necessity require that the Subject Property be annexed to the existing territory of CFD No. 2.
2. The types of services proposed to be provided within the Subject Property are the same as for the existing area of CFD No. 2.
3. The plan for providing authorized services within the existing area and the

Subject Property shall be the plan presently in existence, as the same may be revised from time to time by the City of Turlock (the "City") or any agency of the City through which the City provides the authorized services.

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

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

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

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of August, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

PROPOSED BOUNDARIES OF
CITY OF TURLOCK

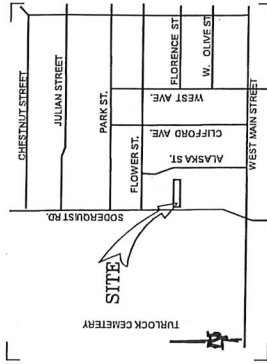
COMMUNITY FACILITIES DISTRICT NO. 2

A PORTION OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 10 EAST,
MOUNT Diablo Base and Meridian

ANNEXATION **38**
COUNTY OF STANISLAUS, STATE OF CALIFORNIA
APRIL 1, 2025 SCALE 1" = 675'



SCALE 1"=675'



VICINITY MAP (NOT TO SCALE)

CITY CLERK'S STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF TURLOCK THIS
DAY OF _____ 2025.

BY: _____ ON: _____
NICHOLE REZ
CITY CLERK, CITY OF TURLOCK

I HEREBY CERTIFY THAT THE WITHIN MAP ALLOWING PROPOSED
BOUNDARIES OF THE CITY OF TURLOCK, COMMUNITY FACILITIES DISTRICT
NO. 2, CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA,
WAS PREPARED BY THE CITY COUNCIL OF THE CITY OF TURLOCK, AT A
MEETING HELD ON THE _____ DAY OF _____ 2025, BY ITS
RESOLUTION NO. _____

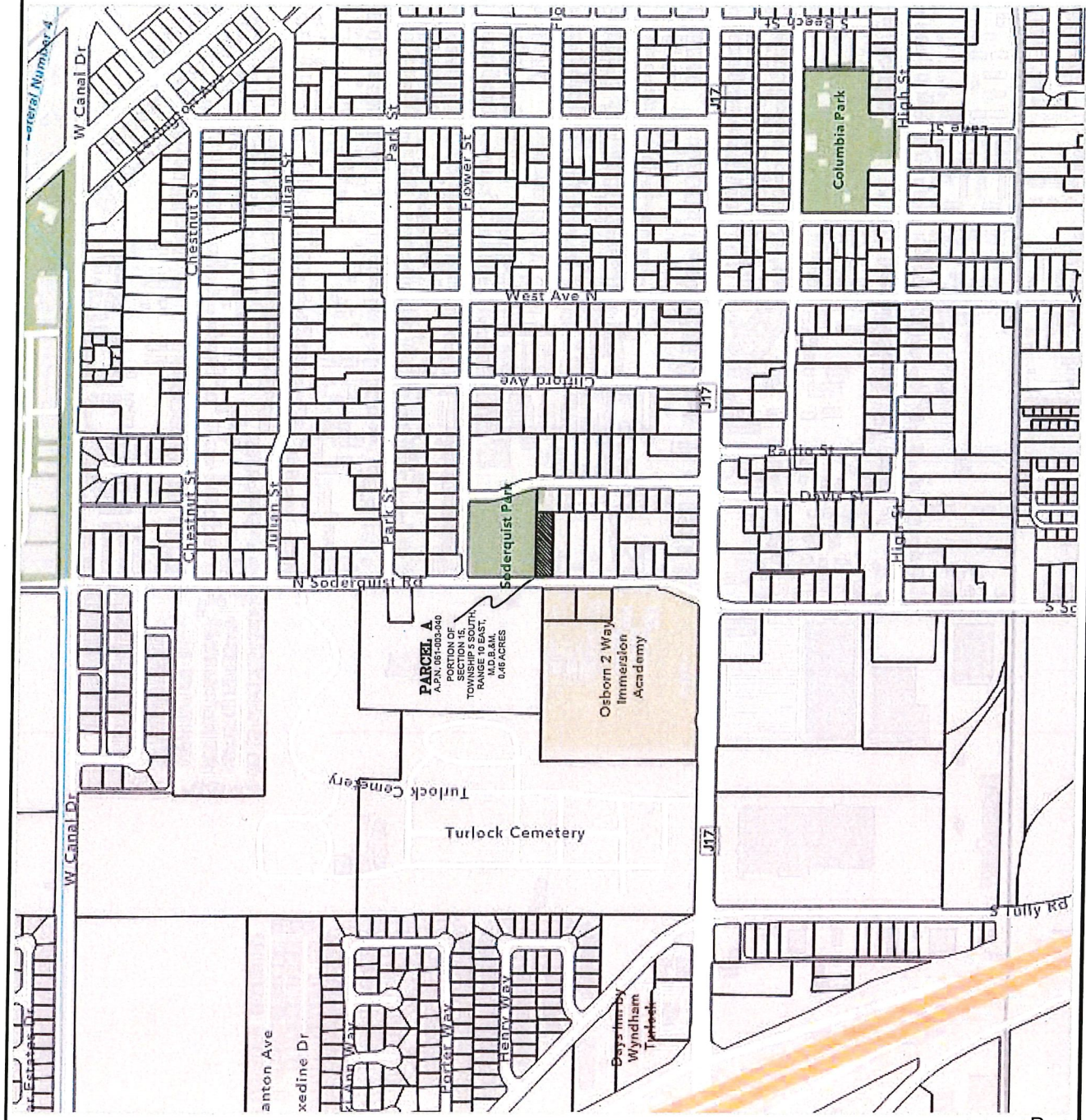
BY: _____ ON: _____
NICHOLE REZ
CITY CLERK, CITY OF TURLOCK

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 2025, AT THE HOUR OF _____
O'CLOCK _____, IN BOOK _____ OF MAPS OF ASSESSMENT AND
COMMUNITY FACILITIES DISTRICTS, AT PAGE _____ IN THE OFFICE OF THE
COUNTY RECORDER IN THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA.

BY: _____ ASSISTANT/DEPUTY
DONNA UNDER RECORDER
COUNTY RECORDER

PRINT NAME _____



City Council Staff Report

August 26, 2025



From: Anthony Sims, Economic Development/Communications Director
Prepared by: Anthony Sims, Economic Development/Communications Director
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting the Turlock Downtown Property Owners Association 2024-2025 Annual Report to be filed with the City Clerk in accordance with California Streets and Highways Code Section 36650.

2. DISCUSSION OF ISSUE:

On November 12, 2013, the City Council approved an Agreement, Contract No. 13-061, between the City of Turlock and Turlock Downtown Property Owner's Association (TDPOA). Pursuant to this Agreement and in accordance with the California Streets and Highways Code Section 36650, the TDPOA is required to submit an annual report (Attachment 2). In addition to the annual report, attached are the TDPOA's Financials (Attachment 3). The purpose of the annual report is to describe the organization's financial, promotional, and maintenance related activities in the previous fiscal year. Please note, on February 27, 2024, City Council approved a new agreement, Contract No. 2024-158 between the City of Turlock and Turlock Downtown Property Owner's Association (TDPOA).

3. BASIS OF RECOMMENDATION:

A. Pursuant to the Agreement and in accordance with the California Streets and Highways Code Section 36650, the Turlock Downtown Property Owners Association is required to submit an annual report and the report must be filed with the City Clerk.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No Fiscal 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:

- A. City Council may choose not to accept this report.
- B. City Council may ask for additional or clarifying information to be provided.

9. ATTACHMENTS:

- 1. Resolution - Accepting TDPOA 2024-2025 Annual Report
- 2. TDPOA 2025 financials
- 3. TDPOA 2024-25 Annual Report

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING THE }
TURLOCK DOWNTOWN PROPERTY }
OWNER’S ASSOCIATION 2024-2025 }
ANNUAL REPORT TO BE FILED WITH THE }
CITY CLERK IN ACCORDANCE WITH THE }
CALIFORNIA STREETS AND HIGHWAYS }
CODE SECTION 36650. }

RESOLUTION NO. 2025-XXX

WHEREAS, on November 12, 2013, the City Council approved an Agreement, Contract No. 13-061, between the City of Turlock and Turlock Downtown Property Owners Association (TDPOA) Please note, on February 27, 2024, City Council approved a new agreement, Contract No. 2024-158 between the City of Turlock and Turlock Downtown Property Owner’s Association; and

WHEREAS, pursuant to this Agreement, and in accordance with the California Streets and Highway Code Section 36650, the TDPOA is required to submit an annual report; and

WHEREAS, the purpose of the annual report is to describe the organization’s activities and financial documents for the previous fiscal year; and

WHEREAS, the California Streets and Highways Code Section 36650 requires the annual report to be filed with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the Turlock Downtown Property Owners Association 2024-2025 Annual Report to be filed with the City Clerk in accordance with the California Streets and Highways Code Section 36650.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of August, 2025, by the following vote:

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

ATTEST:

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



TDPOA
115 S Golden State Blvd,
Turlock, CA 95380
Director: Travis Regalo
Phone: (209) 634-6459
director@turlockdowntown.com

To:
City of Turlock
156 S. Broadway
Turlock, CA 95380

Date:
August 20, 2025

2024 - 2025 Annual Report

Prepared by: Travis Regalo, Executive Director
Turlock Downtown Property Owners Association (TDPOA)

The following report outlines the activities and accomplishments of the Turlock Downtown Property Owners Association during the fiscal year 2024–2025. The TDPOA manages the Turlock Downtown Property and Business Improvement District (PBID), which includes the heart of Downtown Turlock.

The Association is governed by a Board of Directors, comprised of seven to ten members. Day-to-day operations are led by the Executive Director. TDPOA contracts with third-party vendors for maintenance and special projects and retains an independent accounting firm to manage financial transactions and reporting.

Board of Directors

Danny Mann, President

Sergio Gutierrez

Dan Tallman, Treasurer

Lori Smith

Harold Bocher

Will Wiersig

Jeff Chapman

Amy Wilson

Alta Fernandes

Randy Woods

Executive Director

Travis Regalo

2024 – 2025 Achievements

In the second year of the new PBID term, the TDPOA continued to build on its momentum with improved partnerships, enhanced events, and major infrastructure improvements.

Event & Community Successes

Maintained and expanded Downtown’s signature events, including:

Festival of Lights: Once again, our largest event to date, drawing record crowds with dozens of vendors and stage performances. Despite technical challenges and a learning curve, we successfully illuminated the Downtown Christmas Tree with over **15,000 light bulbs**, creating a festive and community-centered atmosphere. Also assisting city staff in bringing an even larger event, the Christmas Parade back Downtown the following Weekend

Independence Celebration: Featuring the popular **drone show**, parade, car show, and vendor partnerships with the **Turlock Certified Farmers Market** and **Turlock Makers Market**.

Melon Carnival: while this was not an event put on by the TDPOA, we assisted in recreating this Historical Community event back downtown, organized with help from the Historical Society, The TDPOA, the TDBOC and now growing to many more organizations forming the Melon Carnival Committee

Recognized generous **event sponsorships** from:

Vail Creek Jewelry

Turlock Dental Care

Zapien Electric

Stigler Mortgage

City of Turlock

And many others who contributed to our thriving downtown events.

Turlock Irrigation District (TID)

La Primera

The Woods Family

Cuts Steakhouse / Udder Place

We would also like to extend our sincere appreciation to the **City of Turlock** for their continued partnership and sponsorship of our major community events, including the **Independence Celebration, Festival of Lights, and the Christmas Parade**. The City’s support in covering the costs of **road closures, staff time, and police services** is vital to the success of these events. Without their investment, these celebrations would not be possible at the same scale or quality. Their commitment ensures that Downtown traditions remain strong and that our events are both safe and enjoyable for the entire community.

Infrastructure & Maintenance

Partnered with **Mike Murphy** and **City of Turlock staff** to address major sidewalk repairs. As a result, we are now **ahead of schedule** on the sidewalk maintenance plan. Several raised and hazardous sidewalk sections were fixed well before anticipated timelines.

Improved fiscal efficiency through **strategic tree pruning**, working with our vendors to conduct light maintenance during financially advantageous times, resulting in **cost savings** without sacrificing quality.

Policies & Programs

Continued our **Clean & Safe Program**, in partnership with the **City of Turlock** and **Helping Hands Ministry**, ensuring a cleaner, more welcoming downtown for businesses and visitors alike.

Maintained a proactive working relationship with **Stewart Landscape**, prioritizing timely hazard response and ongoing beautification.

Continued our collaboration with the **Turlock Garden Club**, supporting seasonal planting and beautification efforts downtown.

Partnerships & Collaborations

This year marked a **new chapter of collaboration** with the **Turlock Chamber of Commerce**, following the hiring of their new CEO. Our strengthened partnership has resulted in **enhanced benefits and communication** not only for Downtown businesses but also for the broader Turlock business community.

The **Downtown Banner Pole Program** continues to support promotional efforts for organizations such as the **Carnegie Arts Center**, **Stanislaus County Fair**, **Turlock Theater**, and more. We now have organized an additional banner drive contests with Carnegie Arts Center to showcase more local art downtown.

Ongoing coordination with the **Turlock Veterans Charitable Trust (TVCT)** helped facilitate the logistics and success of the Independence Celebration Parade.

Continued music and announcements downtown through **MyInStoreRadio**, in partnership with the **Chamber of Commerce** and **City of Turlock**.

In addition, the TDPOA worked closely with the **City of Turlock** on several major initiatives this year. Our partnership extended to the successful execution of hallmark community events, including the **Independence Day Celebration**, **Festival of Lights**, and the **Christmas Parade**—each event drawing large crowds and contributing to the vitality of the downtown district. We also partnered extensively with the City's maintenance team on **sidewalk repair projects**, addressing safety concerns, fixing raised and uneven pavers, and restoring critical infrastructure well ahead of schedule.

These combined efforts have **greatly improved the overall quality, appearance, and accessibility of Downtown Turlock .**

Business Engagement & Promotions

The **TDPOA Business Owners Committee**, chaired by **Lori Smith** and **Alta Fernandes**, remained highly engaged and successful. This committee planned and hosted a variety of events throughout the year including:

- | | |
|-------------------------|----------------------------------|
| Mother’s Day | Shop the Blocks |
| Downtown Trick or Treat | Various themed retail promotions |
| Sip and Stroll | |
-

Financial Overview

During the 2024–2025 fiscal year, the TDPOA demonstrated continued financial stewardship and operational stability. We:

- Maintained operational spending within budget
 - Invested in long-term maintenance solutions
 - Reduced costs in key areas through vendor collaboration
 - Replenished a portion of reserves used during the PBID transition year
- Our budgeting process remains transparent and aligned with the strategic goals of the PBID.
-

City of Turlock Contributions Briefing

Use of Annual & One-Time City Funds – Fiscal Year 2024–2025

The Turlock Downtown Property Owners Association (TDPOA) acknowledges and sincerely appreciates the City of Turlock’s ongoing financial contributions, which directly support the cleanliness, safety, and beautification of the Downtown District. Below is a breakdown of how each contribution was utilized during the 2024–2025 fiscal year:

1. Annual Contribution of \$10,000 - Additional Maintenance Services

This contribution was directed toward **tree pruning and upkeep**, as categorized under **account 60103**.

Tree trimming was one of the key priorities discussed when the funding was originally proposed and approved. In response, TDPOA developed a **maintenance plan** that specifically incorporated this feedback from City Council.

By strategically coordinating with our vendors, we scheduled **light prunings during cost-efficient periods**, allowing us to maximize the impact of the funds while ensuring the ongoing health and appearance of Downtown trees.

This approach not only maintained the aesthetic value of Downtown but also helped reduce long-term maintenance liabilities through preventative care.

2. Annual Contribution of \$30,000 - Clean and Safe Program

This funding directly supported our **Quality of Life / Clean and Safe Program**, implemented through our continued contract with **Helping Hands Ministry of Turlock**.

Helping Hands provided **daily sidewalk cleaning, downtown corridor maintenance, and business outreach services**, while also assisting with **homeless outreach and redirection to local services**.

This program made a tangible improvement in the **safety, appearance, and overall environment** of Downtown.

Financial reporting shows a total of **\$31,000** was allocated to account **62120** to cover the full cost of the program.

3. One-Time Contribution of \$30,000 - Light Pole Maintenance & Repairs

This one-time allocation was used to **restore and refresh 113 Downtown light poles**, significantly improving the visual character and long-term stability of our infrastructure. Due to the timing of project phases, this funding was received and expended across two fiscal years.

Breakdown of disbursements:

April 19, 2024 – \$15,400

June 14, 2024 – \$7,500

July 12, 2024 – \$8,675

Total Spent: \$31,575

This comprehensive restoration included **cleaning, painting, and minor structural repairs**, ensuring the Downtown core remains both inviting and well-lit for residents, businesses, and visitors.

Conclusion

The Turlock Downtown Property Owners Association has continued to elevate Downtown through enhanced partnerships, strategic financial management, expanded events, and accelerated infrastructure improvements. With key programs running ahead of schedule and community engagement at an all-time high, we look forward to building upon this success in the upcoming fiscal year.

Thank you for your ongoing support and commitment to Downtown Turlock.

Sincerely,
Travis Regalo
Executive Director
Turlock Downtown Property Owners Association



Turlock Downtown Property Owners' Association

07/21/25

#1 - BALANCE SHEET

Accrual Basis

As of June 30, 2025

	Jun 30, 25
ASSETS	
Current Assets	
Checking/Savings	
10010 · F&M - Checking	3,859.70
10040 · F&M - Business Owners Committee	13,136.61
10050 · F&M - Money Market	104,345.33
Total Checking/Savings	121,341.64
Accounts Receivable	
12000 · Accounts Receivable	8,000.00
Total Accounts Receivable	8,000.00
Other Current Assets	
1200 · Taxes receivable - Current year	74,600.78
1201 · Taxes receivable - Prior year	13,313.45
14500 · Prepaid Expenses - 4th of July	39,943.51
14600 · Prepaid Expenses - Christmas	650.00
Total Other Current Assets	128,507.74
Total Current Assets	257,849.38
TOTAL ASSETS	257,849.38
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	1,178.51
Total Accounts Payable	1,178.51
Credit Cards	
26000 · Visa 7848/1165	4,393.06
Total Credit Cards	4,393.06
Other Current Liabilities	
22000 · Deferred income - 4th of July	22,115.50
24000 · Payroll Liabilities	758.81
Total Other Current Liabilities	22,874.31
Total Current Liabilities	28,445.88
Total Liabilities	28,445.88
Equity	
31300 · Permanent Restricted	60,000.00
32000 · Unrestricted Reserve	140,740.30
Net Income	28,663.20
Total Equity	229,403.50
TOTAL LIABILITIES & EQUITY	257,849.38

Turlock Downtown Property Owners' Association

#2 - PROFIT & LOSS

July 2024 through June 2025

	Jul '24 - Jun 25
Ordinary Income/Expense	
Income	
40000 · Income	81,860.63
41100 · Assessment Levies	222,600.00
41200 · City of Turlock - Clean & Safe	30,000.00
41400 · City Reimbursements	30,000.00
42000 · Fees From Events	42,537.32
42500 · Community Grants Program	10,000.00
48000 · Interest Income	78.52
Total Income	417,076.47
Gross Profit	417,076.47
Expense	
60000 · Maintenance	
60100 · Maintenance - Regular	40,040.20
60103 · Maintenance - Tree Pruning	17,125.00
60104 · Maintenance - Pavers and Grates	14,825.00
60105 · Maintenance - Irrigation	7,348.51
60106 · Maintenance - Flower Pots	9,940.03
Total 60000 · Maintenance	89,278.74
60200 · BlueZone Expansion	9,952.16
60500 · City Administration Fee	6,480.00
61126 · Payroll Expenses	
61127 · Wages	68,640.03
61128 · Taxes - Payroll	5,691.96
61129 · Workers comp	500.96
Total 61126 · Payroll Expenses	74,832.95
61140 · Membership/Subscriptions	351.00
61150 · Insurance Business	6,965.44
61190 · Website Maintenance	992.81
61220 · Office Supplies	8,251.35
62000 · Promotion	
62001 · Promotion - Banners	5,387.84
62003 · Promotion - Christmas Holiday	18,855.67
62000 · Promotion - Other	101,678.78
Total 62000 · Promotion	125,922.29
62050 · Permits	54.00
62110 · Accounting Fees	10,190.08
62120 · Clean & Safe Program	31,000.00
62150 · Outside Contract Services	10,644.37
62250 · Telephone and Communications	840.00
62260 · Travel and Meetings	301.62
62870 · Rent Facilities	5,100.00
63000 · Parking Lot Maint Fund	7,162.42
65180 · Bank Charges/Late Fees	67.08
65181 · PayPal Fee	26.96
Total Expense	388,413.27
Net Ordinary Income	28,663.20
Net Income	28,663.20

Turlock Downtown Property Owners' Association

#3 - PROFIT & LOSS BY CLASS

July 2024 through June 2025

	4th of July	Admin & Maintenance	Business Owners Committee	Christmas Holiday Events	TOTAL
Ordinary Income/Expense					
Income					
40000 · Income	50,000.00	0.00	31,860.63	0.00	81,860.63
41100 · Assessment Levies	0.00	222,600.00	0.00	0.00	222,600.00
41200 · City of Turlock - Clean & Safe	0.00	30,000.00	0.00	0.00	30,000.00
41400 · City Reimbursements	0.00	30,000.00	0.00	0.00	30,000.00
42000 · Fees From Events	16,110.64	0.00	0.00	26,426.68	42,537.32
42500 · Community Grants Program	0.00	10,000.00	0.00	0.00	10,000.00
48000 · Interest Income	0.00	78.52	0.00	0.00	78.52
Total Income	66,110.64	292,678.52	31,860.63	26,426.68	417,076.47
Gross Profit	66,110.64	292,678.52	31,860.63	26,426.68	417,076.47
Expense					
60000 · Maintenance					
60100 · Maintenance - Regular	0.00	40,040.20	0.00	0.00	40,040.20
60103 · Maintenance - Tree Pruning	0.00	17,125.00	0.00	0.00	17,125.00
60104 · Maintenance - Pavers and Grates	0.00	14,825.00	0.00	0.00	14,825.00
60105 · Maintenance - Irrigation	0.00	7,348.51	0.00	0.00	7,348.51
60106 · Maintenance - Flower Pots	0.00	9,940.03	0.00	0.00	9,940.03
Total 60000 · Maintenance	0.00	89,278.74	0.00	0.00	89,278.74
60200 · BlueZone Expansion	0.00	9,952.16	0.00	0.00	9,952.16
60500 · City Administration Fee	0.00	6,480.00	0.00	0.00	6,480.00
61126 · Payroll Expenses					
61127 · Wages	0.00	68,640.03	0.00	0.00	68,640.03
61128 · Taxes - Payroll	0.00	5,691.96	0.00	0.00	5,691.96
61129 · Workers comp	0.00	500.96	0.00	0.00	500.96
Total 61126 · Payroll Expenses	0.00	74,832.95	0.00	0.00	74,832.95
61140 · Membership/Subscriptions	0.00	351.00	0.00	0.00	351.00
61150 · Insurance Business	1,469.86	3,191.00	846.76	1,457.82	6,965.44
61190 · Website Maintenance	0.00	992.81	0.00	0.00	992.81
61220 · Office Supplies	0.00	4,168.44	4,082.91	0.00	8,251.35
62000 · Promotion					
62001 · Promotion - Banners	0.00	3,208.66	1,020.15	1,159.03	5,387.84
62003 · Promotion - Christmas Holiday	0.00	0.00	0.00	18,855.67	18,855.67
62000 · Promotion - Other	65,778.80	5,410.85	30,489.13	0.00	101,678.78
Total 62000 · Promotion	65,778.80	8,619.51	31,509.28	20,014.70	125,922.29
62050 · Permits	0.00	54.00	0.00	0.00	54.00
62110 · Accounting Fees	0.00	10,190.08	0.00	0.00	10,190.08
62120 · Clean & Safe Program	500.00	30,000.00	0.00	500.00	31,000.00
62150 · Outside Contract Services	0.00	0.00	10,644.37	0.00	10,644.37
62250 · Telephone and Communications	0.00	840.00	0.00	0.00	840.00
62260 · Travel and Meetings	219.10	0.00	0.00	82.52	301.62
62870 · Rent Facilities	0.00	5,100.00	0.00	0.00	5,100.00
63000 · Parking Lot Maint Fund	0.00	7,162.42	0.00	0.00	7,162.42
65180 · Bank Charges/Late Fees	6.90	60.18	0.00	0.00	67.08
65181 · PayPal Fee	0.00	0.00	26.96	0.00	26.96
Total Expense	67,974.66	251,273.29	47,110.28	22,055.04	388,413.27
Net Ordinary Income	-1,864.02	41,405.23	-15,249.65	4,371.64	28,663.20
Net Income	-1,864.02	41,405.23	-15,249.65	4,371.64	28,663.20

Turlock Downtown Property Owners' Association

#4 - PROFIT & LOSS - COMPARATIVE

July 2024 through June 2025

	Jul '24 - Jun 25	Jul '23 - Jun 24	\$ Change
Ordinary Income/Expense			
Income			
40000 · Income	81,860.63	24,910.53	56,950.10
41100 · Assessment Levies	222,600.00	212,000.04	10,599.96
41200 · City of Turlock - Clean & Safe	30,000.00	0.00	30,000.00
41400 · City Reimbursements	30,000.00	0.00	30,000.00
42000 · Fees From Events	42,537.32	19,549.36	22,987.96
42500 · Community Grants Program	10,000.00	19,200.00	-9,200.00
43000 · Banner Income	0.00	1,325.94	-1,325.94
48000 · Interest Income	78.52	32.24	46.28
Total Income	417,076.47	277,018.11	140,058.36
Gross Profit	417,076.47	277,018.11	140,058.36
Expense			
60000 · Maintenance			
60100 · Maintenance - Regular	40,040.20	38,640.00	1,400.20
60101 · Maintenance - Special Projects	0.00	54.06	-54.06
60103 · Maintenance - Tree Pruning	17,125.00	35,450.00	-18,325.00
60104 · Maintenance - Pavers and Grates	14,825.00	0.00	14,825.00
60105 · Maintenance - Irrigation	7,348.51	5,043.73	2,304.78
60106 · Maintenance - Flower Pots	9,940.03	5,321.97	4,618.06
Total 60000 · Maintenance	89,278.74	84,509.76	4,768.98
60200 · BlueZone Expansion	9,952.16	50,618.86	-40,666.70
60500 · City Administration Fee	6,480.00	0.00	6,480.00
61126 · Payroll Expenses			
61127 · Wages	68,640.03	64,480.08	4,159.95
61128 · Taxes - Payroll	5,691.96	5,415.72	276.24
61129 · Workers comp	500.96	558.56	-57.60
Total 61126 · Payroll Expenses	74,832.95	70,454.36	4,378.59
61140 · Membership/Subscriptions	351.00	775.99	-424.99
61150 · Insurance Business	6,965.44	6,290.67	674.77
61190 · Website Maintenance	992.81	655.39	337.42
61220 · Office Supplies	8,251.35	4,189.76	4,061.59
62000 · Promotion			
62001 · Promotion - Banners	5,387.84	0.00	5,387.84
62003 · Promotion - Christmas Holiday	18,855.67	0.00	18,855.67
62000 · Promotion - Other	101,678.78	38,965.72	62,713.06
Total 62000 · Promotion	125,922.29	38,965.72	86,956.57
62050 · Permits	54.00	0.00	54.00
62110 · Accounting Fees	10,190.08	8,940.00	1,250.08
62120 · Clean & Safe Program	31,000.00	20,415.00	10,585.00
62150 · Outside Contract Services	10,644.37	12,589.35	-1,944.98
62250 · Telephone and Communications	840.00	275.00	565.00
62260 · Travel and Meetings	301.62	34.86	266.76
62870 · Rent Facilities	5,100.00	4,675.00	425.00
63000 · Parking Lot Maint Fund	7,162.42	6,987.79	174.63
65180 · Bank Charges/Late Fees	67.08	0.00	67.08
65181 · PayPal Fee	26.96	208.96	-182.00
Total Expense	388,413.27	310,586.47	77,826.80
Net Ordinary Income	28,663.20	-33,568.36	62,231.56
Net Income	28,663.20	-33,568.36	62,231.56

Substantially all disclosures ordinarily included in tax basis financial statements are omitted, and no assurance is provided on these financial statements.

City Council Staff Report

August 26, 2025



From: Christopher Fisher, Municipal Services Director
Bill Morris, City Engineer
Prepared by: Tania Hernandez, Staff Services Analyst
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Ordinance: Second and Final of an Ordinance adding Turlock Municipal Code Title 3 (Finance), Chapter 3-9 (Construction Taxes), Article 9 (Community Facilities District Number 3)

2. DISCUSSION OF ISSUE:

On August 12, 2025, the City Council conducted a public hearing for the formation of Community Facilities District No. 3 (Maintenance Services) ("CFD No. 3") in connection with the Balisha Ranch development and other potential future annexations. Following the hearing, Council:

- Adopted the Resolution of Formation for CFD No. 3.
- Adopted the Resolution Calling a Special Election.
- Conducted the election and declared the results, which received voter approval to levy the special tax.
- Introduced and held the first reading of the ordinance establishing the levy of special taxes for CFD No. 3.

The proposed ordinance is now returning for its second reading and final adoption. The ordinance formally amends the Turlock Municipal Code to authorize the levy, set forth administrative provisions, and implement the Rate and Method of Apportionment as approved in Resolution No. 2025-147.

3. BASIS OF RECOMMENDATION:

Final adoption of the ordinance is the last step required to implement the voter-approved levy for CFD No. 3. This action ensures that the City will have a dedicated funding source for the maintenance and operation of public improvements directly related to new development, protecting the General Fund and maintaining service levels.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The approval and application of CFD No. 3 will generate revenues to support maintenance services and operations for new development projects. In the first year, the Balisha Ranch subdivision is expected to contribute \$74,121.52, or \$1,482.43 per lot, as outlined in the RMA. Annual adjustments will be tied to the Consumer Price Index (CPI) for All Urban Consumers. Revenue from future developments will vary based on the type of land use and the specific improvements and quantities the City will be responsible for maintaining. Future revenue will be collected and deposited into Fund 232, which is the designated fund exclusively for CFD No. 3.

There will be no impact to the General Fund. No budget amendment is required.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action has been reviewed per the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the City's environmental regulations. The City, acting as the Lead Agency, determined that the ordinance is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change to the environment as there is no possibility that the action would result in a significant environmental impact, and because it does not constitute a "project" as defined in Section 15378 of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

8. ALTERNATIVES:

A. Reject adoption of the ordinance (not recommended).

B. Provide direction to staff to make modifications and return at a future meeting.

9. ATTACHMENTS:

1. Draft Ordinance

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADDING ARTICLE 9	}	
(COMMUNITY FACILITIES DISTRICT NUMBER 3) TO	}	ORDINANCE NO. -CS
TURLOCK MUNICIPAL CODE TITLE 3 (FINANCE),	}	
CHAPTER 3-9 (CONSTRUCTION TAXES)	}	

WHEREAS, the City of Turlock has a long-standing practice of utilizing benefit assessment districts formed under the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 to fund the maintenance and operation of public improvements such as street lighting, landscaping, storm drain systems, street sweeping, and slurry seal treatments; and

WHEREAS, the City of Turlock wishes to adopt a more streamline and flexible financing mechanism through the formation of a Community Facilities District, as authorized under the Mello-Roos Community Facilities Act of 1982, to fund public services more efficiently; and

WHEREAS, on June 24, 2025, the City Council of the City of Turlock adopted a Resolution No. 2025-126, a Resolution of Intention to establish Community Facilities District No. 3 (Maintenance Services) ("CFD No. 3"), declaring its intent to levy a special tax on all taxable parcels within the CFD No. 3 beginning in Fiscal Year 2025-2026 and for all subsequent fiscal years in the amount of the maximum authorized tax, pursuant to Government Code Sections 53328 and 53340, and in accordance with the Rate and Method of Apportionment of Special Tax (the "Rate and Method of Apportionment") as set forth in said resolution; and

WHEREAS, the special tax under CFD No. 3 will be levied on all new residential and nonresidential development for which a development project is approved which will install new, or contains existing improvements such as landscaping, storm drainage, sidewalks, and/or roadways which the City of Turlock will maintain, which may also include properties proposed to be annexed to the City of Turlock or properties located within its City limits; and

WHEREAS, on August 12, 2025, the City Council of the City of Turlock held a public hearing, and adopted Resolution No. 2025-147, a Resolution of Formation, conducted an election and received a favorable vote from the qualified electors authorizing the levy of special taxes in CFD No. 3 as authorized pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Article 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, the City Council of the City of Turlock desires to establish an ordinance consistent with current State Law and local practice.

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 CEQA and the CEQA Guidelines. The Ordinance is not a project under CEQA Guidelines Section 15378(b)(5) because the Ordinance is an administrative activity that 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.

SECTION 2. LEVY AUTHORIZATION: This City Council does, by the passage of this ordinance, authorize the levy of special taxes on taxable properties located in CFD No. 3 pursuant to the Rate and Method of Apportionment as set forth in Resolution 2025-147.

TMC 3-9 CFD 3 DRAFT

SECTION 3. SPECIAL TAX DETERMINATION: This City Council, acting in its capacity as the legislative body of CFD No. 3, is hereby further authorized, by resolution, to annually determine the special tax to be levied within CFD No. 3 for the then current tax year or future tax years; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the Rate and Method.

SECTION 4. MANNER OF COLLECTION: The special taxes herein authorized to be levied, to the extent possible, shall be collected in the same manner as ad valorem property taxes or in such other manner as this City Council shall determine, including without limitation, direct billing of the affected property owners, and shall be subject to the same penalties, procedures, sale and lien priority in any case of delinquency as applicable for ad valorem taxes. Any special taxes that may not be collected on the County tax roll shall be collected through a direct billing procedure by the Treasurer of the City of Turlock, acting for and on behalf of CFD No. 3.

SECTION 5. SECURITY FOR SPECIAL TAXES: The special taxes authorized to be levied shall be secured by the lien imposed pursuant to Sections 3114.5 and 3115.5 of the Streets and Highways Code of the State of California, which lien shall be a continuing lien to secure each levy of the special tax, shall attach to all non-exempt real property in CFD No. 3 and shall continue in force and effect until the lien is canceled in accordance with law or until collection of the tax by the legislative body ceases.

SECTION 6. ADDITION: Title 3, Chapter 3-9, Article 9 "Community Facilities District Number 3" is hereby added to read as follows:

Chapter 3-9

CONSTRUCTION TAXES

Article 9. Community Facilities District Number 3

3-9-901 Title.

This article shall be known and may be cited as the “Community Facilities District Number 3 Maintenance Services.”

3-9-902 Purpose.

The provisions of this article are adopted to promote the public health, safety, peace, morals, comfort, convenience, and general welfare of the citizens of the City and to implement the goals and objectives of the General Plan of the City. Particularly, the provisions of this chapter are adopted for the following reasons:

- (a) To provide necessary public maintenance and operational services to properties within the Community Facilities District Number 3; and
- (b) To fund all of the annual estimated costs and expense of maintaining and operating such facilities and providing related services as permitted by the Mello-Roos Community Facilities Act of 1982; and
- (c) To establish a reliable and consistent mechanism for financing unfunded public maintenance and operational costs that are reasonably related to new development; and
- (d) To maintain the fiscal health and stability of the City by ensuring that properties pay their share of the maintenance and operational costs of public services within the City; and
- (e) To ensure that public services are expanded and maintained at a pace that corresponds with the rate of development, thereby meeting the increasing demand for services while preserving the City’s established level of service, including, but not limited to, streetlighting, landscaping, street maintenance, and storm drain maintenance; and
- (f) To comply with the provisions set forth in the Mello-Roos Community Facilities Act of 1982, Section [53311](#) et seq., of the Government Code of the State.

3-9-903 Definitions.

For the purposes of this article and the resolutions adopted pursuant thereto, unless otherwise apparent from the context, certain words and phrases used in this chapter and such resolutions are defined as follows:

- (a) “Development project” shall mean the preparation of land and infrastructure that may include the subdivision of property creating one or more residential or nonresidential lots, the designation of land in the General Plan land use diagram or the Zoning Map of the City of Turlock for residential or nonresidential purposes, the construction or placement of one or more buildings or structures on a parcel of land, the annexation of territory for any development purposes, or other similar development activities.

3-9-904 General provisions.

The procedures set forth in the Mello-Roos Community Facilities Act of 1982, Section [53311](#) et seq., of the Government Code of the State shall be applied to the administration of Community Facilities District Number 3 (“CFD No. 3”).

3-9-905 Applicability.

(a) No land shall be developed or subdivided for residential or nonresidential purposes which is not in conformity with the General Plan and any Specific Plan of the City or permitted by any applicable provisions of this Code.

(b) Any development project, whether residential or nonresidential, located within the City limits and requiring approval of a parcel map, subdivision map, general plan amendment, rezoning, planned development, area-wide plan, annexation, or discretionary permit pursuant to Title 11 of the Turlock Municipal Code (Subdivisions), Chapter 9-5 of the Turlock Municipal Code (Administration), or TMC 9-2-113 (Planned Developments), shall be required to annex into and participate in CFD No. 3. Such participation shall include the obligation to pay a proportionate share of the costs for the ongoing maintenance and operation of public improvements directly related to or necessitated by the proposed development. Said improvements shall include, but are not limited to, street lighting, landscaping, street maintenance, sidewalk maintenance, street tree maintenance, and storm drain maintenance.

(c) A proposed development project shall be deemed to have complied with the provisions of subsection (b) of this section if the subject property has been annexed into CFD No. 3 according to the procedures and requirements set forth in the Mello-Roos Community Facilities Act of 1982, Section [53311](#) et seq., of the Government Code of the State, unless the City Council, in its discretion, determines that inclusion in CFD No. 3 is not necessary.

(d) As an alternative to annexation into CFD No. 3, the proposer of a development project may provide moneys which, in the sole determination of the City, shall be sufficient to provide the services described in CFD No. 3 for the proposed project in perpetuity. The proposer shall be financially responsible for the preparation of research, studies, documents, and processes undertaken by the City to make this determination.

(e) Notwithstanding TMC 7-2-601, TMC 7-7-206, and TMC 7-7-210, the City will repair sidewalks and prune street trees within CFD No. 3, but this does not absolve any property owners of their obligations under those sections and other sections of the TMC to properly and safely maintain sidewalks and street trees.

SECTION 7. 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.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of August, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 26th day of August, 2025.

SIGNED:

AMY BUBLAK, Mayor

ATTEST:

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

APPROVED AS TO FORM:

George A. Petrulakis, City Attorney

City Council Staff Report

August 26, 2025



From: Isaac Moreno, Finance Director

Prepared by: Isaac Moreno, Finance Director

Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Superseding and replacing Resolution No. 2023-054 and adopting updated cost recovery percentages, schedule of fees and charges for City services, pursuant to Turlock Municipal Code Section 3-3-301 et seq.

2. DISCUSSION OF ISSUE:

This action contains a recommendation for augmentation of fees charged by the City for various programs and services, to include Parks, Recreation and Public Works, Fire, and Municipal Services. The set costs for individual duties, services, and programs have been adopted and recorded in the City's Fee and Service Charge Revenue/Cost Comparison System, pursuant to Turlock Municipal Code Section 3-3-301 et seq.

The recommended changes are based on the following:

- Labor increase due to Memorandum of Understanding (MOU) negotiations
- Material cost increases
- New services

Currently, staff are working with ClearSource Financial Consulting to bring forward a new User Fee Study. This project is expected to conclude in January 2026.

3. BASIS FOR RECOMMENDATION:

- A. In accordance with Turlock Municipal Code Section 3-3-302, the City Manager shall cause a review of the cost of services and regulatory activities and of the fees enacted under this chapter to be conducted annually and shall provide the City Council with recommended changes in the percentage of cost to be recovered or recommendations as to new or increased fees.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The specific fiscal impact of any individual change will be dependent on the frequency with which this service is provided in Fiscal Year 2025-26. These recommendations are based on 1) the cost of providing the service and 2) the City Council's direction regarding cost recovery through the fee(s) charged.

5. STAFF RECOMMENDATION:

Staff recommend approval pursuant to Turlock Municipal Code Section 3-3-301 et seq.

6. CITY MANAGER'S 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. Council could decide not to accept staff's recommendations for fee changes.

9. ATTACHMENTS:

A. Draft resolution

B. Attachment A-User Fee Tables and forms

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF SUPERSEDING }
AND REPLACING RESOLUTION }
NO. 2023-054 AND ADOPTING UPDATED }
COST RECOVERY PERCENTAGES, }
SCHEDULE OF FEES AND }
CHARGES FOR CITY SERVICES, TO }
PURSUANT TO TURLOCK }
MUNICIPAL CODE SECTION }
3-3-301 ET SEQ. }**

RESOLUTION NO. 2025-

WHEREAS, the City of Turlock has conducted an analysis of its services, the costs of providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for those services; and

WHEREAS, the City wishes to comply with both the letter and the spirit of Article XIII B of the California Constitution and limit the growth of taxes; and

WHEREAS, pursuant to California State law, the specific fees to be charged for services must be adopted by the City Council after providing notice and holding a public hearing; and

WHEREAS, the augmentations in fees recommended meet the statutory exemptions set in Article XIII C of the California Constitution (as introduced through Proposition 26 – 2010).

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

- 1. Fee Schedule for Each Process** – The following schedule of fees and charges for general City services (Attachment A) is hereby directed to be computed by and applied by the various City departments, and to be collected for the herein listed special services when provided by the City or its designated contractors.
- 2. Separate Fee for Each Process** – All fees set by the Resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per-unit-of-measurement basis, the fee is for each identified unit or portion thereof within the indicated ranges of such units. Where additional fees need to be charged and collected for completed staff work, or where a refund of excess deposited monies is due and where such charge or refund is ten dollars (\$10.00) or less, a charge or refund need not be made.
- 3. Fee Schedule** – The fees listed on Attachment A supersede all prior fees and shall

be charged and collected for the designated services.

4. **Interpretation** – This Resolution may be interpreted by several City department heads in consultation with the City Manager and should there be a conflict between two fees then the lower in dollar amount of the two shall be applied.
5. **Effective Date** – This Resolution shall go into full force and effect immediately.
6. **Invalidation of Fee(s)** – In the event that a court of competent jurisdiction invalidates the fee(s) set forth herein, the superseded fee resolution shall be automatically reinstated.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of August, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
ADMINISTRATIVE SERVICES				
AD-13600	100%	Document Certification Service	\$10 per certification	Remove - Notary services are provided exclusively for City documents
AD-13700	100%	Agenda/Minute Mailing Service	City Council Subscribers:	Remove - Documents are available online. Printing requests will be subject to standard per- page fee.
			\$36.00/year	
			Planning Commission Subscribers:	
			\$20.00/year	

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
BUILDING and INSPECTION SERVICES				
<i>* Other Building fees are adopted by separate resolution.</i>				
B-20000	100%	Credit Card Use Fee	2% of permit fee	N/A

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
CITYWIDE SERVICES				
CW-02800	20% ²	Appeal Processing	\$125.00	Increase recommended - current fee does not cover service costs
CW-03100	100%	Copies of Public Records	<u>Pages 1 – 15 :</u> 8½ x 11 page \$.00 (n/c) 8½ x 14 page \$.00 (n/c) <u>Pages over 15:</u> 8½ x 11 page \$.15 per page 8½ x 14 page \$.15 per page FPPC documents \$.10 per page (over 15 pages) Color copies: \$1.50 per page Each 24" blueprint \$3.00 per sheet Each 36" blueprint \$4.00 per sheet Each 42" blueprint \$6.00 per sheet <i>Plus postage costs if request is to be mailed</i> <i>If the request is to be faxed the cost is as follows:</i> In-State for 1-5 pages \$1.50 In-State for 6-10 pages \$2.50 Out-of-State for 1-5 pages \$2.50 Out-of-State for 6-10 pages \$3.50 <i>Requests in excess of 10 pages will be mailed or available for pick up at City offices.</i>	N/A

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
CITYWIDE SERVICES				
			See E-17900 for charges related to copies of Engineering maps.	
			DVR copy of elected and/or appointed official meetings (when available) \$15/DVD	
CW-03101	100%	Copies Requested through a Subpoena	P.H.R. ⁶ for retrieval, duplication, and processing, plus per-page cost for copies	N/A
CW-03102	100%	Special Service (All Departments)	N/A	P.H.R. ⁶

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
ENGINEERING SERVICES and INSPECTION SERVICES				
*Other Engineering fees included in the Development Services-Engineering Division User Fee Study are adopted by separate resolution.				
ENGINEERING SERVICES				
E-00208	100%	Municipal Services Tree, Friability & Damage Inspection	\$115.00	N/A
E-17900	100%	Copies of Engineering Maps	Black & White Maps Zoning Map \$5.00	Black & White Maps Zoning Map \$6.00
			Color Maps Assessment District \$28.00 General Plan \$28.00 Sewer \$28.00 Storm Drain \$28.00 Water \$28.00 Zoning \$28.00 School Districts \$20.00 <i>Charges for any other maps to be determined based on the nature of the request.</i>	Color Maps Assessment District \$32.00 General Plan \$32.00 Sewer \$32.00 Storm Drain \$32.00 Water \$32.00 Zoning \$32.00 School Districts \$23.00 <i>Charges for any other maps to be determined based on the nature of the request.</i>
E-18600	100%	Out of Boundary Service Agreement	Council Approval \$2,238.00 Staff Approval \$222.00	N/A
E-18100	100%	An automation/record retention service charge shall be collected on all construction and land use development permits to be dedicated solely to the costs of permit/inspection service automation, permit tracking system, and permit data collection, storage and retrieval systems	7% of the applicable permit fee	N/A
E-20000	100%	Credit Card Use Fee	2% of permit fee	N/A
E-20001	100%	CFD No. 3 Annexation	N/A	P.H.R. plus consultant fee

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
FINANCE SERVICES				
FN-10700	100%	New Utility Account Processing	\$5.00	N/A
FN-10901	100%	Utility Service Security Deposit : (required if customer cannot provide a letter of credit from another utility with one-year good credit history OR does not have one-year good credit history with Turlock within past five years).	TMC 6-5-302 "The deposit will be equal to the charges for services likely to be incurred during a period of three (3) months or two (2) billing periods, whichever is greater."	N/A
FN-12300	100%	Refuse/Garbage Collection (Franchise Fee)	Rates Established Through Franchise Agreement Approved by City Council	N/A
FN-13300	100%	New/Moved Business License Application Review	Application:\$50.00 Initial License Fee: \$30.00 State Disability Access Fee: \$4.00 (SB 1186 §4465) Any changes to business license application: No Charge Duplicate License:\$20.00 Regular Occupancy Inspection Application:\$50.00	Application:\$50.00 Initial License Fee: \$60.00 State Disability Access Fee: \$4.00 (SB 1186 §4465) Any changes to business license application: No Charge Duplicate License:\$20.00 Regular Occupancy Inspection Application:\$50.00
FN-13500	100%	Returned Check Processing (NSF)	\$25.00 (first returned check) \$35.00 (second returned check)	N/A
FN-16800	100%	Utility Delinquency Fee (Water, sewer, and garbage)	Residential/Commercial: \$25.00 per delinquency Industrial: 10% of the delinquent monthly billing	N/A

FN-16900	100%	Utility Bill Payment Plan	\$20.00 plus 50% of outstanding charges due and payable at set-up time of payment plan	\$50.00 plus 25% of outstanding charges due and payable at set-up time of payment plan
FN-16901	100%	Credit Card Chargeback Fee	N/A	\$15 per transaction

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
FIRE SERVICES				
F-04701	100%	Vehicle Repair Permit	\$50.00	
F-06800	100%	Fire False Alarm Response	No charge for the first three false alarms within one calendar year. \$150 for each response after three within one calendar year.	No charge for the first three false alarms within a 12 month period. \$150 for each response after three within a 12 month period.
F-07100	100%	Burn Regulation Enforcement	\$50 per permit	N/A
F-07200	100%	Developer Fire Hydrant Flow Information	\$35.00 for information that can be answered over the phone or via the internet (e-mail). \$135.00 for information that will require some sort of field or general investigation. For special requests the charge will be based on the actual time involved charged at the Productive Hourly Rate.	\$35.00 for information that can be answered over the phone or via the internet (e-mail). \$135.00 for information that will require field or general investigation. For special requests the charge will be based on the actual time involved charged at the Productive hourly rate.
F-07300	100%	Fire Report Copying	See Fee CW-03100	N/A
F-07400	100%	Fire Code Enforcement Inspection Engine Company Inspection (not state mandated)	No Charge for Initial Inspection and First Reinspection. Second and Subsequent Reinspections are \$135.00 each.	No charge for initial inspection and first re-inspection. Third and subsequent re-inspections are \$150.00 each.
F-07500	100%	Fire Code Related Permit Review & Inspection	Based on the actual and estimated time involved at a rate of \$100.00 per hour.	N/A
F-07501		Fire Code Compliance Inspection	N/A	\$100.00 per hour initial inspection and first re-inspection. Third and subsequent re-inspections are \$100.00 per hour each.

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
FIRE SERVICES				
F-07600	100%	Hazardous Material Permit Review	Based on the actual time involved at a rate of \$100.00 per hour.	Hazardous Material Permit \$50.00
F-07700	100%	Target Hazard Inspection	\$100.00	Based on the actual time involved at a rate of \$100.00 per hour.
F-07800	100% ⁴	State-Mandated Fire Inspection	\$100.00 per hour No charge for public schools.	\$100.00 per hour initial inspection and first re-inspection. Third and subsequent re-inspections are \$100.00 per hour each. No charge for public schools.
F-07801		State Licensed Pre-Inspection	N/A	\$100 per hour
F-07900	100%	Water/Flood Pumping and Clean-up	P.H.R. ⁶	Current OES reimbursement rate
F-07901	100%	Fire Sprinkler Plan Review Check	Initial Plan Check - \$125.00 per hour If the plan requires outside consultation - \$25.00 administrative processing fee each time the plan is sent out.	Charge at contractual rate per hour. Current postal/fedex rate. \$35.00 administrative fee
F-07902	100%	Fire Alarm System Plan Review/Test	\$100.00 per hour If the plan requires outside consultation - \$25.00 administrative processing fee each time the plan is sent out.	Charge at contractual rate per hour. Current postal/fedex rate. \$35.00 administrative fee
F-08000	100%	Fire Suppression System Flow Test/Inspection	\$165.00 per riser plus \$1.25 per head If additional trips are required for testing due to a phased project or a site's unreadiness - \$165.00 per trip	N/A
F-08100	100%	Private Hydrant System Testing	\$75.00	\$50.00 per hydrant

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
FIRE SERVICES				
F-08200	100%	Spilled Load Clean-up	P.H.R. ⁶	Current OES reimbursement rate
F-08300	100%	Flammable Liquid Tank Plan Review	\$100.00 per hour	Remove
F-08400	100%	Tank Installation Inspection	\$100.00 per hour for plan check and inspection plus \$35.00 for Fire (Tank) Permit	\$100.00 per hour for inspection. \$50.00 for permit
F-08401	100%	Tank Removal or Repair Inspection	\$100.00 per hour for plan check and inspection plus \$35.00 for Fire (Tank) Permit	\$100.00 per hour for inspection. \$50.00 for permit
F-08500	100%	Special Fire Service	P.H.R. ⁶	Current OES reimbursement rate
F-08600	100%	Fireworks Stand Permit Review	\$200.00	N/A
F-08700	100%	Hood and Duct System Plan Check Review and Inspection - <u>Suppression</u>	\$125.00 per hour for plan check and inspection	Charge at contractual rate per hour. Current postal/fedex rate. \$35.00 administrative fee
F-15400	100%	Fixed Medical Gas System Inspection	\$100.00 per hour If the plan requires outside consultation - \$25.00 administrative processing fee each time the plan is sent out.	Charge at contractual rate per hour. Current postal/fedex rate. \$35.00 administrative fee
F-16200	100%	Vehicle Spray Paint Booth Inspection	\$100.00 per hour If the plan requires outside consultation - \$25.00 administrative processing fee each time the plan is sent out.	Charge at contractual rate per hour. Current postal/fedex rate. \$35.00 administrative fee
F-16300	100%	<u>Multi-family</u> Residential Fire Sprinkler System Inspection	\$125.00 per hour If the plan requires outside consultation - \$25.00 administrative processing fee each time the plan is sent out.	\$100.00 per hour

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FIRE SERVICES				
F-16400	100%	An automation/record retention service charge shall be collected on all fire permits (except fireworks booth, fireworks storage) to be dedicated solely to the costs of permit/inspection service automation, permit tracking system, and permit data collection, storage, printing, and retrieval systems.	\$50.00 per permit	N/A
F-17200	100%	Fire Building Plan Check (for fire requirements)	\$100.00 per hour	N/A
F-18100	100%	General Fire Permits (not otherwise listed above)	\$50.00	\$50 per permit
F-18300	100%	Fire Occupancy Inspection	\$100.00 per hour	\$100.00 per hour initial inspection and first re-inspection. Third and subsequent re-inspections are \$100.00 per hour each.
		Drug/DUI/Hazmat/Incident Reponse	N/A	Current OES reimbursement rate
F-18900	100%	Apparatus Charge Out Rate	\$140.00 per hour	Current OES reimbursement rate
F-19400	100%	Tent/Canopy Permit Application	Permit: \$35.00 Inspection Fee: \$100.00	Permit: \$50.00 Inspection Fee: \$100.00
F-19500	100%	Credit Card Use Fee	2% of permit fee	N/A

ATTACHMENT A				
Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
Housing Department				
H-10000	100%	Special Housing Service	P.H.R. ⁶	N/A

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
MUNICIPAL SERVICES				
M-10700	100%	Administrative Processing	P.H.R. ⁶	N/A
M-10800	100%	Utility Location Identification	No Charge	N/A
M-10900	100%	Water Service	Set by Ordinance and codified in Turlock Municipal Code Chapter 6-5.	N/A
M-11000	100%	Water Service Installation	P.H.R. ⁶ plus materials	N/A
M-11100	100%	Water Service Reinstatement/Reconnection – New Service and Delinquent Accounts	P.H.R. ⁶ (minimum of .25 hrs) plus materials	N/A
M-11101	100%	Water Service Reinstatement/Reconnection – Repair/Emergency Requests	P.H.R. ⁶ (minimum of .25 hrs) plus materials	N/A
M-11200	100%	Water Meter Testing	P.H.R. ⁶	N/A
M-11300	100%	Back-Flow Device Testing	\$100.00 per device, per test	\$105.00 per device, per test
M-11350	100%	Back-Flow Test Preparation / Admin	\$100.00	\$105.00
M-11400	100%	Water Pressure Testing	P.H.R. ⁶ (minimum of .25 hours)	N/A
M-11450	100%	Chlorination / Flushing	P.H.R. ⁶ (minimum of .25 hours)	N/A
M-11500	100%	Water Sample Testing/Lab Analysis	\$95.00 for first test; additional concurrent tests at P.H.R. ⁶ plus materials	N/A
M-11600	100%	Well Abandonment Processing	Property owner required to abandon well to Local and State standards	N/A

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
MUNICIPAL SERVICES				
M-11650	100%	Out of Boundary Service Agreement	P.H.R. plus materials	N/A
M-11700	100%	Sewer Service	Set by ordinance and codified in Turlock Municipal Code Chapter 6-4	N/A
M-11800	100%	Sewer Installation	Set by ordinance and codified in Turlock Municipal Code Chapter 6-4	N/A
M-11900	100%	Sewer Blockage Investigation	P.H.R. ⁶ (minimum of .25 hours) plus materials	N/A
M-12000	100%	Sewer Dye Testing	P.H.R. ⁶ plus materials	N/A
M-12100	100%	Wastewater Monitoring/Surveillance/Inspection	Incorporated into M-11700 Industrial Rate Structure. Additional Monitoring/Surveillance/Inspection will be charged at P.H.R. ⁶ plus Materials.	N/A
M-12200	100%	T.V. Inspection of Development	P.H.R. ⁶ plus materials	N/A
M-12400	100%	Utility Televising Verification	P.H.R. ⁶ plus materials	N/A
M-12500	100%	<u>Street Light Maintenance:</u> Labor Materials Electricity	P.H.R. ⁶	N/A
M-12600	100%	Median and Parkway Maintenance	P.H.R. ⁶ Materials per Actual Cost	N/A
M-12700	100%	Street Tree Maintenance	Rates Established through a Contract Agreement Approved by City Council	N/A

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
MUNICIPAL SERVICES				
M-12800	100%	Street Sweeping	Rates Established through a Contract Agreement Approved by City Council	N/A
M-12900	100%	Alley Maintenance	P.H.R. ⁶	N/A
M-13100	100%	Storm Drainage Maintenance	Established by Separate Resolution of the City Council in Conjunction with Sewer Rates	N/A
M-13200	100%	Special Traffic Marking Service	P.H.R. ⁶	N/A
M-17300	100%	Water Main Hot Tap Fee (New and Existing Main)	P.H.R. ⁶ plus materials	N/A
M-17400	100%	Water Tee (New and Existing Main)	P.H.R. ⁶ plus materials	N/A
M-17401	100%	Water Tie-In	P.H.R. ⁶ plus materials	N/A
M-17480	100%	Installation of Temporary Double Check Device	P.H.R. ⁶ plus materials	N/A
M-17490	100%	Removal of Temporary Double Check Device (by City Staff)	P.H.R. ⁶ plus materials	N/A
M-17500	100%	Reduced Pressure Backflow Device Installation by City staff	P.H.R. ⁶ plus materials	N/A
M-17501	100%	Double Check Installation by City staff	P.H.R. ⁶ plus materials	N/A
M-17600	100%	Water Meter Drop In only (Meter and Endpoint only and Meter box already in place)	P.H.R. ⁶ plus materials	N/A

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
MUNICIPAL SERVICES				
M-18000	100%	Fire Hydrant Meter (for off-site construction fee)	A deposit of \$5,200 will be collected for the rental of a fire hydrant meter with a backflow device. The deposit shall be refunded, less the amount for water used, meter rental fee, and administrative processing fee, upon return of the meter in good condition.	N/A
M-19500	100%	Standby Fee/Unforeseen Task	P.H.R. ⁶	N/A
M-19600	100%	Construction Plan Review	P.H.R. ⁶ (minimum of .25 hours)	N/A
	100%	BOD	N/A	\$40 Per Analysis
	100%	TSS	N/A	\$40 Per Analysis
	100%	EC	N/A	\$20 Per Analysis
	100%	pH	N/A	\$20 Per Analysis
	100%	Bacti (MPN-Colilert)	N/A	\$50 Per Analysis
	100%	Ammonia	N/A	\$42 Per Analysis
	100%	Oil & Grease (FOG)	N/A	\$305 Per Analysis
	100%	1,2,3 TCP	N/A	\$179 Per Analysis
	100%	Arsenic	N/A	\$36 Per Analysis
	100%	Cadmium	N/A	\$36 Per Analysis
	100%	Copper	N/A	\$36 Per Analysis
	100%	Lead	N/A	\$36 Per Analysis
	100%	Mercury	N/A	\$36 Per Analysis
	100%	Nickel	N/A	\$36 Per Analysis
	100%	Silver	N/A	\$36 Per Analysis
	100%	Chrome	N/A	\$36 Per Analysis
	100%	Zinc	N/A	\$36 Per Analysis
	100%	Nitrate as N	N/A	\$32 Per Analysis
	100%	Nitrite as N	N/A	\$42 Per Analysis
	100%	TKN	N/A	\$53.00
	100%	Phosphorous	N/A	\$48.00
	100%	COD	N/A	\$42 Per Analysis
	100%	Alkalinity	N/A	\$42 Per Analysis

ATTACHMENT A

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ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
NEIGHBORHOOD SERVICES				
N-05601	100%	Garage Sale Permit	Issued in Office: \$15.00 Issued in Field: \$30.00 Revenue allocated 75% to Recreation and 25% to Neighborhood Services	N/A
N-06900	100%	Lot Clearing Service	P.H.R. ⁶	N/A
N-07000	100%	Removal of Abated Vehicles	\$165.00 per vehicle	N/A
N-18200	100%	Noise Permit	\$50	N/A

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
PLANNING SERVICES				
*Fees include 20% Records Management Fee				
P-00700	100%	Minor Administrative Approval (MAA)	Large Family Day Care/ New Christmas Tree/Pumpkin Lots*: \$425.00 Renewal Christmas Tree/Pumpkin Lots*: \$200.00 *plus a \$500 refundable cleaning deposit Sign Permit (except freestanding signs): 1st Sign: \$120.00 Each additional sign: \$ 35.00 MAA Time Extension, Sign Reface, and Temporary Sign Permit: \$35.00	Large Family Day Care/ New Christmas Tree/Pumpkin Lots*: \$425.00 Renewal Christmas Tree/Pumpkin Lots*: \$200.00 *plus a \$500 refundable cleaning deposit Sign Permit (except freestanding signs): 1st Sign: \$120.00 Each additional sign: \$ 35.00 MAA Time Extension, Sign Reface, and Temporary Sign Permit: \$35.00
P-00701	100%	Minor Administrative Approval (MAA) – Site Plan Review	\$963.00	N/A
P-00800	100%	General Plan Amendment/ Specific Plan/ Master Plan Adoption or Amendment 7	P.H.R. ⁶ applied to a deposit of \$13,836.00	N/A
P-00900	100%	Prezone ⁹	0-10 Acres* \$6,380.00 11-20 Acres* \$8,655.00 >20 Acres* \$10,930.00 *excludes State Board of Equalization and LAFCO Fees	N/A
P-00901	100%	Rezone ⁷	P.H.R. ⁶ applied to a deposit of: Minor (<5 Acres) \$8,300.00 Major (>5 Acres) \$9,468.00	N/A
P-00902	100%	Turlock Municipal Code Zoning Ordinance Text Amendment ⁷	P.H.R. ⁶ applied to a deposit of \$8,915.00	N/A
P-01000	100%	Variance Application	\$3,104.00	N/A
P-01200	100%	Development Agreement Review ⁷	P.H.R. ⁶ applied to a deposit of \$15,125.00	N/A

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
PLANNING SERVICES				
P-01300	100%	Planned Development Application ^{7/}	P.H.R. ⁶ applied to a deposit of: Application Review: Including Rezone Fee Minor \$10,944.00 Major \$14,356 Amendment: Minor \$5,491.00 Major \$7,197.00 Existing Development (change in standard only) \$7,073.00	N/A
P-01500	100%	Conditional Use Permit Review (includes CUP amendments)	Minor: \$4,338.00 Medium: \$7,409.00 Major: \$10,821.00	N/A
P-01600	100%	New Comprehensive Sign Program	\$2,493.00	N/A
P-01601	100%	Amendment to Comprehensive Sign Program / Iconic Sign / Historic Sign	\$1,775.00	N/A
P-01900	100%	Time Extension Review (no change in project description)	Tentative/Vesting Tentative Subdivision Maps: \$2,497.00 CUP Time Schedules: \$2,349.00 MDP Time Schedules: \$1,894.00 PD Development Schedules: \$3,259.00	N/A
P-02000	100%	Application Continuance Hearings	\$390.00	N/A
P-02100	100%	Appeal to Planning Commission	\$550.00	N/A

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
PLANNING SERVICES				
P-02200	100%	Tentative and Vesting Tentative Subdivision Map Application ¹⁰	0-10 Acres: \$7,282.00 11-20 Acres: \$10,126.00 21-50 Acres: \$12,970.00 >50 Acres: \$15,472.00	N/A
P-02300	100%	Street Name Changes after Tentative Map Approval	0-10 Acres: \$242.00 11-20 Acres: \$325.00 21-50 Acres: \$400.00 >50 Acres: \$480.00	N/A
P-02500	100%	Minor Discretionary Permits (General)	Minor: \$2,879.00 Medium: \$5,268.00 Major: \$8,111.00 Amendments: \$1,985.00	N/A
P-02501	100%	Minor Discretionary Permits (Other)	Historical Site Contracts \$1,126.00 Minor Exceptions \$1,013.00 Outdoor Dining \$984.00 --if police clearance is required for alcohol sales, add \$110.00 Sign Program (includes freestanding signs): Minor: \$770.00 Major: \$1,775.00	N/A
P-02600	100%	Temporary Use of Land Permit (TULP)	No Circulation Required (base fee) \$145.00 Add to base fee, if required: -Circulation to City \$100.00 Departments/Outside Agencies -Circulation to Neighbors \$50.00	N/A

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
PLANNING SERVICES				
P-02700	100%	CEQA Review: Negative Declaration / Mitigated Negative Declaration / EIR8 (Recording and Department of Fish and Game Fees not included)	Notice of Exemption (customer request) \$228.00 Addenda to a Negative \$1,226.00 Declaration or Mitigated Negative Declaration Negative Declaration \$2,250.00 Mitigated Negative 4,525.00 Declaration Mitigated Negative Declaration with special studies: 6,231.00 EIR Contract Management/Oversight: 17% of EIR cost	N/A
P-02900	100%	Zoning Verification Letter -Zoning Verification Only -Property Research Letter (response to a specific list of questions) ⁷	\$90.00 P.H.R. ⁶ applied to a deposit of \$100.00	N/A
P-03000	100%	Home Occupation Permit Review	\$90.00 \$115.00 if police approval required	N/A
P-03100	100%	Out-of-Boundary Service Agreement ⁷	\$2,328.00	N/A
P-03200	100%	General Plan Conformity Finding	\$2,431.00	N/A
P-17100	100%	Zoning Certificate	\$90.00	N/A

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
PLANNING SERVICES				
P-17800	100%	Planning Review of Building Permits for Single –Family Homes: Custom Home Plan Review Master Plan Review Lot Specific Plot Plan Review for a Master Plan Unit	P.H.R.6 P.H.R.6 \$91.00 per residential unit	N/A
P-18600	100%	Planning Review of Building Permits for Multi-Family / Commercial / Industrial	P.H.R. 6 plus \$358.00 for Landscape Review and Building Inspection	N/A
P-18700	100%	Encroachment Permit Review	\$90.00	N/A
P-18701	100%	Parcel Map and Lot Line Adjustment Review	\$182.00	N/A
P-18702	100%	Final Parcel Map Check	\$136.50	N/A
P-18703	100%	Final TSM/VTSM Map Check	\$273.00	N/A
P-18704	100%	Right of Way Abandonment	\$91.00	N/A
P-18800	100%	Williamson Act	Cancellation Fee (includes CEQA Negative Declaration) \$8,985.00 Notice of Nonrenewal: \$165.00	N/A
P-19100	100%	Mobile Food Vendor	Initial Permit: \$900.00 Annual Renewal: \$90.00	N/A
P-19200	100%	Shopping Cart Containment/Retrieval Ordinance	Plan Review: \$155.00	N/A
P-19300	100%	Landscape review Fee	\$358.00	N/A
P-19301	100%	Improvement Plans Per Sheet	\$22.75	N/A
P-20000	100%	Credit Card Use Fee	2% of permit fee	N/A

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
POLICE SERVICES				
PD-03600	100%	Clearance Letter	\$25.00	N/A
PD-03700	100%	Subpoena Service	This service is currently provided by the Sheriff's office. Turlock Police Services does not provide this service.	N/A
PD-03800	100%	Bicycle Registration (limited by State law)	\$4.00	N/A
PD-03900	50%	Special Traffic Request	To be determined by the Judicial Branch of the Government	N/A
PD-04000	100%	General Code Enforcement	To be determined by the Judicial Branch of the Government	N/A
PD-04100	100%	Vehicle Code Enforcement	To be determined by the Judicial Branch of the Government	N/A
PD-04200	100%	Parking Violation Enforcement	To be established from time to time by Ordinance or Resolution of the City Council	N/A
PD-04300	100%	Wide/Overweight/Overlong Load Permit Review	Individual: \$15.00 Plus P.H.R. ⁶	N/A
PD-04400	100%	Vehicle Citation Correction Inspection	\$12.00 Collection of fee currently suspended	N/A
PD-04500	100%	Courtesy Accident Report Investigation and Compilation	P.H.R. ⁶	N/A
PD-04600	100% ³	DUI Accident Cost Recovery	P.H.R. ⁶ Not to exceed statutory limitation	N/A
PD-04700	100%	Removal of Abandoned Vehicles	\$70.00	N/A
PD-04800	100%	Police Report Copying	See Fee CW-03100	N/A

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
POLICE SERVICES				
PD-04900	100%	Fingerprint Processing	Pursuant to Penal Code Section 13300(e) – \$10 for LiveScan fingerprinting required for City Services (i.e. licensing and permit applicants) plus other Agency pass-through charges All others – \$25.00 per card (Live Scan or ink rolled) plus other Agency pass-through charges	N/A
PD-05000	100%	Electronic Crime Scene/Police Photo Reproduction/Vide	\$15.00 per CD or USB	N/A
PD-05100	50%	Statutory Registration	\$30.00	N/A
PD-05200	100%	Police False Alarm Response	Deleted as the Police Department has adopted a Verified Response Policy related to alarms.	N/A
PD-05300	100%	Noise Disturbance Response	No charge for the initial response and warning. \$92.00 each response for the second and subsequent responses within a 24-hour period.	N/A
PD-05400	100%	Special Police Service	P.H.R. ⁶ or per Special Agreement/ Contract	N/A
PD-05500	100%	Funeral Escort Service	P.H.R. ⁶	N/A

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
POLICE SERVICES				
PD-05700	50%	Animal Control Operations	Dog Impound Fee: 1st time \$50.00 2nd time \$100.00 3rd time \$200.00 Care/feeding \$5.00 per day (1st time fee waiver if dog properly licensed or owner requests that dog is spayed/neutered as a condition of reclaim.) (\$18.00 rabies deposit required for any dog upon reclaim that is not currently vaccinated or current vaccine will expire within thirty (30) days.) Cat Impound Fee: 1st time \$10.00 2nd time \$20.00 3rd time \$30.00 Care/feeding: \$5.00 per day Altered: 1 yr \$10.00 2yrs \$20.00 3yrs \$30.00 Unaltered: 1 yr \$100.00 2 yrs \$200.00 3 yrs \$300.00 With a veterinarian's letter of medical condition a \$40 one year license is available for an unaltered dog.	Dog Impound Fee: 1st time \$50.00 2nd time \$100.00 3rd time \$200.00 Care/feeding \$10.00 per day (1st time fee waiver if dog properly licensed or owner requests that dog is spayed/neutered as a condition of reclaim.) (\$25.00 rabies shot deposit required for any dog upon reclaim that is not currently vaccinated or current vaccine will expire within thirty (30) days.) Cat Impound Fee: 1st time \$10.00 2nd time \$20.00 3rd time \$30.00 Care/feeding: \$5.00 per day Altered: 1 yr \$10.00 2yrs \$20.00 3yrs \$30.00 Unaltered: 1 yr \$100.00 2 yrs \$200.00 3 yrs \$300.00 With a veterinarian's letter of medical condition a \$40 one year license is available for an unaltered dog.

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
POLICE SERVICES				
PD-05700	50% Continued	Animal Control Operations	50% discount for seniors (65 and older) for altered dog licenses only. \$1 of the dog license fee will be reserved for the animal control building fund. Late Fee: \$ 35.00 Spay/Neuter Fee: Customer will be charged the current cost of spay/neuter service as contracted by the City of Turlock with its outside vendors. Rabies Vaccination Fee: Customer will be charged the current cost of rabies vaccination fees as contracted by the City of Turlock with its outside vendors Quarantine Fee (Bite Animal): \$35.00 first day and \$9.00 each day thereafter for care/feeding Home Verification of Quarantine: \$25.00 Surrender Fees (owned pet) delivered to Animal Control Facility: Adult dog: \$50.00 Adult cat: \$20.00 Puppy (< 6 mos.): \$20.00 Kitten (< 6 mos.): \$10.00	50% discount for seniors (65 and older) for altered dog licenses only. \$1 of the dog license fee will be reserved for the animal control building fund. Late Fee: \$ 35.00 Spay/Neuter Fee: Customer will be charged the current cost of spay/neuter service as contracted by the City of Turlock with its outside vendors. Rabies Vaccination Fee: Customer will be charged the current cost of rabies vaccination fees as contracted by the City of Turlock with its outside vendors Quarantine Fee (Bite Animal): \$35.00 first day and \$15.00 each day thereafter for care/feeding Home Verification of Quarantine: \$25.00 Surrender Fees (owned pet) delivered to Animal Control Facility: Adult dog: \$100.00 Adult cat: \$50.00 Puppy (< 6 mos.): \$50.00 Kitten (< 6 mos.): \$25.00

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
POLICE SERVICES				
PD-05700	25% Continued	Animal Control Operations	Litter (4 or more \$25.00 with proof of spay or surrender of the mother only.) Owner-requested animal pick-up fee: \$25.00 Disposal of Dead Animal brought to Animal Control Facility: Small Animal (1-39 lbs) \$10.00 Large Animal (>40 lbs) \$20.00 Animal Trap Rental: \$50.00 deposit plus \$2.00 per day Animal Services Inspection: \$25.00 Potbellied Pig License Fee: \$20 per year Microchip Fee: \$20.00 per animal	Litter (4 or more \$50.00 with proof of spay or surrender of the mother only.) Owner-requested animal pick-up fee: \$25.00 Disposal of Dead Animal brought to Animal Control Facility: Small Animal (1-39 lbs) \$20.00 Large Animal (>40 lbs) \$40.00 Animal Trap Rental: \$50.00 deposit plus \$2.00 per day Animal Services Inspection: \$25.00 Potbellied Pig License Fee: \$20 per year Microchip Fee: \$20.00 per animal
PD-05700	25% Continued	Animal Control Operations	Barking Dog Collars (pilot program) Rental Deposit - \$50.00 Vicious/Nuisance Dog Fee (per State of CA Food & Agricultural Code Section 31641) - \$100.00 Breeder Certificate \$100/year (See TMC Section 6.1.601 for failure to obtain penalty) Rescue Permit (per TMC 6-1-117, requires annual inspection) - \$100.00	Barking Dog Collars (pilot program) Rental Deposit - \$50.00 Vicious/Nuisance Dog Fee (per State of CA Food & Agricultural Code Section 31641) - \$100.00 Breeder Certificate \$100/year (See TMC Section 6.1.601 for failure to obtain penalty) Rescue Permit (per TMC 6-1-117, requires annual inspection) - \$100.00
PD-05800	100%	Background Check	\$34.00 per investigation	N/A

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
POLICE SERVICES				
PD-05900	100%	Vehicle Identification Number (VIN) Verification	\$23.00 Service currently suspended as DMV only recognizes CHP verifications (not local agencies)	N/A
PD-06000	100%	Criminal Processing (Booking)	P.H.R. ⁶ plus pass-through of County Jail Booking Fees	
PD-06100	100% ³	Concealed Weapon Permit	Original Filing: \$100.00 Plus fingerprinting charges (See PD 4900) per California Penal Code §26190 Renewal: \$25.00 (reprinting not required)	N/A
PD-61200	100%	Concealed Weapon Permit Modification or Duplication	\$10.00	N/A
PD-06400	100%	Firing Range Facility Rental (as authorized by City Council)	\$250.00 deposit required \$150.00 per day or partial day, subject to restrictions per Resolution 2002-064	N/A
PD-06500	100%	ABC One-Day Permit	\$40.00	N/A
PD-13900	100%	Ambulance License Application	Initial: \$305.00 Renewal: \$100.00	N/A
PD-14000	100%	Bingo Games Application	Initial application fee \$305.00 Plus Fingerprinting Charges (See PD-4900) Annual Renewal fee \$100.00 (reprinting not required)	N/A

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
POLICE SERVICES				
PD-14100	100%	Card Room Application	Original Filing: Owner/Operator \$305.00 Employee \$100.00 Plus fingerprinting charges (See PD 4900) Renewal: Owner/Operator \$100.00 Employee \$100.00 (reprinting not required)	N/A
PD-14200	100%	Enforcement/Signage for Cruising, Loitering, and Skateboarding	\$40.00	N/A
PD-14300	100%	Dance Hall Application	Initial Application: \$305.00 Plus fingerprinting charges (See PD 4900) Renewal: \$100.00 (reprinting not required)	N/A
PD-14400	100%	Fortune Telling Permit	Initial Application: \$305.00 Plus fingerprinting charges (See PD 4900) Renewal: \$100.00 (reprinting not required)	N/A
PD-14500	100%	Garbage Disposal (Individual's) Permit	Initial: \$64.00 Renewal: \$32.00	N/A
PD-14600	100%	Introduction, Dating, Escort Service Permit	Initial Application: \$305.00 Plus fingerprinting charges (See PD 4900) Renewal: \$100.00 (reprinting not required)	N/A

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
POLICE SERVICES				
PD-14700	100%	Massage Establishment Permit	Initial Application: Business: \$305.00 Employee: \$100.00 Plus fingerprinting charges (See PD 4900) Renewal: Business : \$100.00 Employee \$100.00 (reprinting not required)	N/A
PD-14800	100%	Skating Rink Application	Initial Application: \$305.00 Plus fingerprinting charges (See PD 4900) Renewal: \$100.00 (reprinting not required)	N/A
PD-14900	100%	Taxicabs and Autos for Hire Includes limousine services	Initial Application: Owner/Operator \$305.00 Employee \$50.00 Plus fingerprinting charges (See PD 4900) Renewal: Owner/Operator \$100.00 Employee \$ 25.00 (reprinting not required)	N/A
PD-15000	100%	Tow Car or Tow Service Application	Initial Application: Owner/Operator \$501.00 Employee \$100.00 Plus fingerprinting charges (See PD 4900) Renewal: Owner/Operator \$100.00 Employee \$100.00 (reprinting not required)	N/A
PD-15200	100%	Pool Room Permit, Amusement Machine Permit, Marble Games Permit	Initial Application: \$305.00 Plus fingerprinting charges (See PD 4900) Renewal: \$172.00 (reprinting not required)	N/A

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
POLICE SERVICES				
PD-15300	100%	Itinerant Vendor Police Clearance	\$52.00 Plus Fingerprinting Charges (as required) (See PD-4900)	N/A
PD-15500	100%	Close-Out and Similar Sales	Filing Fee: \$50.00	N/A
PD-15700	100%	Sidewalk Sales Permits	Filing Fee: \$417.00	N/A
PD-15800	100%	Stored/Impounded Vehicle Release	\$160.00	N/A
PD-15900	100%	Retail Firearms Sales Permit	Original Permit: Owner - \$55.00 Each Employee - \$55.00 Plus Fingerprinting Charges (See PD-4900) Renewal Permit: Owner - \$50.00 Each Employee - \$50.00 (reprinting not required)	N/A
PD-16000	100%	Second/Pawn Dealers Permits	Owner - \$100.00 Plus Fingerprinting Charges (See PD-4900) and DOJ application fees Each Employee - \$100.00 Plus Fingerprinting Charges (See PD-4900) and DOJ application fees	N/A
PD-16100	100%	Vehicle Repossession Report	\$15.00	N/A

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
POLICE SERVICES				
PD-16600	100%	Adult Business/Entertainer Permit	Adult Business Permit: \$305.00 Plus fingerprinting charges (See PD 4900) Adult Entertainer Permit: \$305.00 Plus fingerprinting charges (See PD 4900) Renewal/Owner: \$100.00 Renewal/Employee: \$100.00 (reprinting not required for renewal)	N/A
PD-18400	100%	Firearms Storage Fee	\$75.00 per year	N/A
PD-19000	100%	Public Convenience and Necessity	\$750.00	N/A
PD-19300	100%	Failure to Display Placard (Veh Code 40226) Administration Charge for Citation Cancellation	\$25.00	N/A
PD-19400	100%	Suspended/unlicensed Driver Vehicle Release	\$250.00	N/A
PD-19500	100%	DUI Driver Vehicle Release	\$450.00	N/A
PD-19600	100%	Cannabis Employee Permit	\$100 for initial permit plus fingerprinting (see PD-04900) \$100 for annual renewal (reprinting not required)	N/A

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
CITY BUILDING ROOM FACILITY AND PARK RENTALS				
Fees will go into effect September 1, 2025				
Class A – Rentals for private meetings, parties, banquets and social events (such as wedding receptions, anniversary or birthday parties, cultural events, etc.) Class B – Non-profit service and community organizations having no less than 75% of its member's residents of the City of Turlock. Must show proof of 501(c)(3) status with the Internal Revenue Service, current Entity Letter and Articles of Incorporation. Class C – No Fee – Uses and activities administered and/or sponsored by the City of Turlock Class D – No Fee – Uses and activities administered and/or sponsored by the Turlock Unified School District				
R-13802	See Above	Senior Center Weekend Rentals Weekday Hourly Rentals (minimum two hours)	Weekend Rental Fees \$800 per day plus \$1,000 deposit per day \$630 per day plus \$1,000 deposit per day for non-profit (Class B) Early Entry \$105 Weekday Hourly Rental Fees \$100 per hour plus \$500 deposit per day \$75 per hour plus \$500 deposit per day	Weekend Rental Fees Class A \$840 per day plus \$1,000 deposit per day Class B \$660 per day plus \$1,000 deposit per day for non-profit Other Fees Class A/B Early entry \$110 Weekday Rental Hourly Fees (Min 2 Hrs) Class A \$105 per hour plus \$500 deposit per day Class B \$79 per hour plus \$500 deposit per day

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
R-13804	See Above	Rube Boesch Center Weekend Rentals Weekday Hourly Rentals (minimum two hours)	Weekend Rental Fees \$375 per day plus \$500 deposit per day \$275 per day plus \$500 deposit per day for non-profit (Class B) Early Entry \$75.00 Weekday Hourly Rental Fees \$50 per hour plus \$250 deposit per day \$40 per hour plus \$250 deposit per day	Weekend Rental Fees Class A \$395 per day plus \$500 deposit per day Class B \$289 per day plus \$500 deposit per day Other Fees Class A/B Early entry \$79 Weekday Rental Hourly Fees (Min 2 Hrs) Class A \$52 per hour plus \$500 deposit per day Class B \$42 per hour plus \$500 deposit per day
R-13809	n/a	Building Rental Contract Revision	\$30.00/revision	N/A
R-13805	n/a	Other Building Rental Fees		Remove
R-13806	n/a	Cancellation Fee – Building Rentals	\$50.00 if cancelled more than 30 calendar days prior to the event. One-fourth (25%) the amount of the rental fee plus \$50 if cancelled 30 calendar days, or less, prior to the event.	N/A
R-13808	n/a	Park, Pool , Sports Facilities Reservation Change Fee	\$10.00/transaction	N/A

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
	n/a	Park, Pool , Sports Facilities Reservation Cancellation Fee	\$25.00/transaction	N/A
R-09000 & R-09001	90%	Pedretti Field – Adult/Youth	Adult Tournaments \$185.00/field/day without gate fee \$235.00/field/day with gate fee Youth Tournaments \$170.00/field/day – without gate fee \$220.00/field/day – with gate fee Hourly Rentals For All Uses: \$40.00/hour/field – youth and seniors \$45.00/hour/field – adults Lights - \$17.00/hour Additional Field Preps - \$28.00/field Partial Prep - \$17.00	Adult Tournaments \$190.00/field/day without gate fee \$240.00/field/day with gate fee Youth/Senior Tournaments \$175.00/field/day without gate fee \$225.00/field/day with gate fee Hourly Rentals For All Uses Youth/Senior \$42.00/hour/field Adult \$47.00/hour/field Lights \$17.00/hour Additional Field Preps \$28.00/field Partial Prep \$17.00
R-09004		Turlock Regional Sports Complex Baseball/Softball Field Usage	Fees associated with usage of the Baseball/Softball fields will be the same as listed for the fields at Pedretti	Fees will be the same as listed for Pedretti Fields

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
R-09002 & R-09003	90%	Turlock Regional Sports Complex Soccer Fields Usage Adult & Youth (rates based on calendar 2006 percentages)	Adult Field Usage Per Field Usage: \$45.00/hour (2 hour min) Tournament Rate: \$405.00/field Youth Field Usage Per Field Usage: \$40.00/field (2 hour min) Tournament Rate: \$325.00/field Applies to All Soccer Uses Non-Refundable Rental Deposit: \$150.00 Vendor Daily Rental: \$50.00 Vendor Deposit: \$0 Storage Building Rental: \$100.00/month Additional Facility Requests: fee to be determined based on individual request	Adult Field Usage \$47.00/hour/field (2 hour min) Tournament Rate \$410.00/field Youth/Senior Field Usage \$42.00/hour/field (2 hour min) Tournament Rate \$330.00/field Applies to All Soccer Usage Non-Refundable Rental Deposit \$150.00 Vendor Daily Rental \$50.00 Vendor Deposit \$0 Storage Building Rental \$100.00/month Additional Facility Requests: fee to be determined based on individual request
R-09900	N/A	Picnic Facility Reservation Service	Rental Fee	Remove
R-09901	N/A	Donnelley Donnelly Park	Area A \$42.00 Area B \$42.00 Area C \$69.00 Area D \$37.00 Area E \$37.00 Area F \$86.00 Area G \$42.00 Area H \$42.00 Area I \$42.00	Area A \$44.00 Area B \$44.00 Area C \$72.00 Area D \$39.00 Area E \$39.00 Area F \$90.00 Area G \$44.00 Area H \$44.00 Area I \$44.00

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
			Area J \$42.00	Area J \$44.00
			Area K \$37.00	Area K \$39.00
			Area L \$37.00	Area L \$39.00
			Area M \$69.00	Area M \$72.00
			Area N \$37.00	Area N \$39.00
			Meadow \$113.00	Meadow \$119.00
R-09902	N/A	Crane Park	Area A \$47.00	Area A \$49.00
			Area B \$79.00	Area B \$83.00
			Area C \$68.00	Area C \$71.00
			Area D \$57.00	Area D \$60.00
			Area E \$47.00	Area E \$49.00
			Area F \$47.00	Area F \$49.00
			Area G \$53.00	Area G \$55.00
			Area H \$47.00	Area H \$49.00
R-09903	N/A	Pedretti Park	Covered Area \$88.00	Covered Area \$92.00
R-09905	N/A	Broadway Park	Area A \$69.00	Area A \$72.00
			Area B \$37.00	Area B \$39.00
			Area C \$42.00	Area C \$44.00
R-09906	100%	Bounce House Permits	\$37.00 at designated locations	\$39.00 at designated locations
RECREATION PROGRAMS				
Fees will go into effect September 1, 2025				
R-13810	25% 16% 25% 25%	Special Event	For Profit Business/ Organization: \$150.00 Non-Profit Business/ Organization: \$100.00 (Proof of 501C3 or 501C4) Late Fee: \$150.00 (Application received after identified deadline)	For Profit Business/ Organization: \$150.00 Non-Profit Business/ Organization: \$100.00 (Proof of 501C3 or 501C4) Late Fee: \$100.00 (Application received after identified deadline)
		Babysitting Class	\$30.00 (See Additional participant fee in "other Fees")	N/A

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
		Basketball- Youth	Clinics Vary Depending on length Open Gym: \$39.00 Clinic 2: \$48.00 Clinic 3: \$53.00 Clinic 4: \$68.00 (See Additional participant fee in "other Fees")	N/A
		Dance Etc.	I. 2-3yrs \$65.00 II. 4+ yrs \$81.00 III. Ballet 1&2 \$103.00 IV. Ballet 3&4 \$123.00 Recital Fee \$2.00 / per person (See Additional participant fee in "other Fees")	I. 2-3yrs \$68.00 II. 4+ yrs \$83.00 III. Ballet 1&2 \$106.00 IV. Ballet 3&4 \$126.00 Recital Fee \$2.00 / per person (See Additional participant fee in "other Fees")
		Fun Run	1-Mile: \$20.000 2-Mile: \$25.00 (No participant Fee)	1-Mile: \$22.00 2-Mile: \$28.00 (No participant Fee)
		Holiday Christmas Parade Entry Fee	Non-Profit/General \$65.00 Commercial \$85.00 Late Fee \$25.00 Entries over 50 feet total additional \$25.00 (No participant Fee)	Non-Profit/General \$70.00 Commercial \$90.00 Late Fee \$25.00 Entries over 50 feet total additional \$25.00 (No participant Fee)

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
		Start-Up/Pilot Programs Instructional Classes/Clinic (Not listed elsewhere)	This is for new "start-up" programs/classes. The fee will be calculated based on staff analysis of the total costs of providing the program/class. If the program/class is continued beyond the initial year, it will be individually added to this list. (See Additional participant fee in "other fees")	Start-Up/Pilot Programs Fees for new or pilot programs, services, or rentals will be determined based on a staff analysis of the total costs of providing the activity. These may include, but are not limited to, recreation classes, facility/field rentals, special events, or other services. If the activity continues beyond its initial year or pilot phase, it will be individually evaluated and formally added to the established fee schedule. *(See Additional Participant/User Fee in "Other Fees")
		Sticks for Kids Golf	\$35.00 (See additional participant fee in "other fees")	\$40.00 (See additional participant fee in "other fees")
		Jr. Lifeguard	I. 11-15 years old beginner \$78.00 II. 12-15 years old advanced \$78.00 (See Additional participant fee in "other fees")	I. 11-15 years old beginner \$80.00 II. 12-15 years old advanced \$80.00 (See Additional participant fee in "other fees")

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
		Basketball Open Gym-Teens	\$39.00 (See Additional participant fee in "other fees")	N/A
		School Break Camp	1 week camp- 1/2 day \$75.00 (Additional children in same program \$70.00 each) 1 week camp - full day \$140.00 (Additional children same program \$130.00 each) Daily Fee \$40.00 (No multi-child discount) (Annual Registration \$15.00 "Summer")	1 Week Camp - Half Day \$80.00 (Additional children in same program \$75.00 each) 1 Week Camp - Full Day \$150.00 (Additional children same program \$140.00 each) Other Fees Daily Fee \$50.00 (No multi-child discount) Registration Fee \$20.00 Annually
		Pedretti Park and Regional Sports Complex Baseball Softball Tournaments	Class 1: \$250.00 Class 2: \$275.00 Class 3: \$300.00 \$31.00/tournament will be retained in the Recreation Division to fund/reservation cost.	Class 1: \$275.00 Class 2: \$300.00 Class 3: \$325.00 \$31.00/tournament will be retained in the Recreation Division to fund/reservation cost.
		Pedretti Park Player Participation Fees	Youth: \$2.00 per player/per league Adult: \$1.00 per player/per game/per league	Remove
		Pee Wee Baseball (7 – 8 year)	\$60.00 Spring/Summer (See Additional participant fee in "other fees")	\$63.00 (See Additional participant fee in "other fees")

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
		PLAY (Positive Leisure Activities for Youth)	Weekly: \$48.00 (additional children in same program: \$43.00/week) Morning Care Weekly \$20.00 Emergency 1-day fee \$25.00 (no multi-child discount). Participant Fee: Annual Registration \$55.00 (Full year) Late Registration (3/1 - End of School Year) \$30.00	Weekly: \$50.00 (additional children in same program- \$45.00/week) Morning Care Weekly \$25.00 Emergency 1-day fee \$30.00 (no multi-child discount) Annual Registration \$55.00
		Recreational Swimming	Youth 0-17 yrs - \$1.00 Adult 18+ yrs - \$3.00 \$0.75 pre-sale swim passes to qualifying nonprofit agencies	N/A
		Softball, Adult	Spring \$325.00/team Summer: \$585.00/team Fall: \$450.00/team ASA Team Registration: \$20.00/Adult & \$13.00/Youth Participant Fee: \$1.00 per player / per game player fee	Spring \$340.00/team Summer \$600.00/team Fall \$465.00/team Player Fee: \$1.00 per player, per game

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
		Special Events	The fee will be calculated based on staff analysis of the total costs of providing the event. These activities/events are anticipated to be few and unique in nature. (See Additional participant fee in "other fees")	Remove
		Swimming Lessons	Summer: \$45.00 (See Additional participant fee in "other fees")	Summer: \$48.00 (See Additional participant fee in "other fees")
		T-Ball Baseball (5-6 years)	\$60.00 Spring/ Summer (See Additional participant fee in "other fees")	\$63.00 (See Additional participant fee in "other fees")
		Youth Volleyball	Jr. High \$48.00 High School \$58.00 (See Additional participant fee in "other fees")	Jr. High \$50.00 High School \$60.00 (See Additional participant fee in "other fees")
		Tiny Tot Baseball	\$55.00 (See Additional participant fee in "other fees")	\$58.00 (See Additional participant fee in "other fees")
		Track	\$43.00 per session (See Additional participant fee in "other fees")	\$45.00 per session (See Additional participant fee in "other fees")
Other Fees				
Fees will go into effect September 1, 2025				

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
		Program Late Fee	Individual: \$5.00 Team: \$30.00	N/A
		Participant Fee Per Person, Per Program	Additional fee added to program fees to assist with administration overhead cost \$6.00 Youth resident \$8.00 adult resident	Additional fee added to program fees to assist with administration overhead cost \$6.00 Youth resident \$8.00 Adult resident
		Program Transfer Fee	\$8.00 per person. No participant fee	N/A
		Program Cancellation Fee	\$10.00 No participant fee	N/A
		PLAY/Camps Late Fee	\$10.00 per week \$10.00 per punch card	\$12.00 per week
NOTE – Prorated Class Fees: Program fee divided by number of classes determines daily rate to determine prorated fee. Note – PLAY (Positive Leisure Activities For Youth) program fees will go into effect July 1, 2023				
The following programs are partnerships. free to the participants. The funding mechanism is noted beside each program.				
		ASES (After School Education and Safety) Grant	\$75.00 Annual Registration Fee Fee can be waived by Turlock Unified School District	\$75.00 Annual Registration Fee
		Marty Yerby Center After School Program	Turlock Police Activities League	Free Public Program
		Rec on Wheels	Free	Remove
		Turlock Night Out (Friday Night Out)	Free	Remove

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
		Youth Self Defense	Class 1: \$56.00 Class 2: \$64.00 Class 3: \$72.00 Class 4: \$80.00 (See Additional participant fee in "other fees")	Fees established according to contracted with service provider

ATTACHMENT A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	Request
TRANSIT				
T-10600	100%	Transportation Operations	Maintain Current Fee Structure	N/A

ATTACHMENT A

Explanatory Notes to Recovery Percentages

1. Recovery 20% with a no refund policy.
2. Not to exceed statutory limitation.
3. 100% on private inspections, no cost to schools.
4. Incorporated into M-11700 Industrial Rate Section.
5. 100% recovery plus postage.
6. "Productive Hourly Rate" (P.H.R.) is defined as a City employee's hourly work rate based on 1,752 productive hours in a single year. The hourly work rate includes components for base salary, fringe benefits, department specific overhead, and City-wide overhead.
7. "Deposit-based" permit fee: Charged at "actual cost" using the weighted labor rate or "Productive Hourly Rate" (P.H.R.)⁶. The minimum charge for the permit is equal to the deposit amount and is nonrefundable. All additional staff time and expenses to complete the application process, including costs accrued by other City divisions or departments, exceeding the initial deposit amount will be charged at actual cost. If the deposit reaches a balance less than 20% of the initial deposit, the Applicant will be notified by the Turlock Planning Division to make a subsequent deposit, as determined by the Manager of the Planning Division, based on the estimated work remaining. Applicants shall pay the subsequent deposit within 14 days of the invoice date. If the subsequent deposit is not received within 14 days of the invoice date, processing of the application will be suspended until such time that the subsequent deposit is received by the City of Turlock Planning Division. If a balance remains after reconciling the final invoice, a refund check will be mailed to the Applicant. Public hearings will not be scheduled until payment in full is received by the Turlock Planning Division.
8. Additional fees will be collected at the time of application and prior to filing the Notice of Determination as established by the State of California Department of Fish and Game and the Stanislaus County Clerk-Recorder's Office.
9. Permit fee is added to applicable entitlement fee (base fee) to cover staff and expenses associated with the LAFCO application review and hearing processes. If no other entitlement is required for the project, the base fee is the same as the applicable Rezone application fee to cover staff and expenses associated with application review and hearing processes for the City.
10. Permit fee is added to any other applicable application fees. If no other entitlement is required, no base fee is added.

City Council Staff Report

August 26, 2025



From: Susan E. Borrego, Interim City Manager
Prepared by: Jennifer Figueroa, Housing Program Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the first substantial amendment to the Fiscal Year 2024-2025 City of Turlock/Stanslaus County HOME Consortium Annual Action Plan for the HOME Investment Partnerships (HOME) Program, authorizing the submission of the Annual Action Plan amendment to the U.S. Department of Housing and Urban Development (HUD), and authorizing the Interim City Manager to execute all related and necessary documents.

2. DISCUSSION OF ISSUE:

On April 23, 2024, City Council approved the Fiscal Year 2024-2025 Annual Action Plan for the Community Development Block Grant (CDBG) and the HOME Investment Partnerships (HOME) program. The Annual Action Plan outlines the resources anticipated to be available and specifies the general activities proposed to be funded during the fiscal year to address the priority needs outlined in the Strategic Plan portion of the 2020-2025 Consolidated Plan.

The City of Turlock Citizen Participation Plan outlines the process and requirements to amend an Annual Action Plan. Substantial changes as identified in the plan must be available for a 30-day comment period and must be brought to Council for consideration. Changes to the funding allocations in the Fiscal Year 2024-2025 Annual Action Plan among the various eligible project categories are proposed for HOME funding.

HOME funding is available to the Cities of Turlock, Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Waterford, and the unincorporated areas of Stanislaus County as part of the Turlock/Stanslaus HOME Consortium. The HOME program provides funding to purchase, build, and/or rehabilitate affordable housing for low-income individuals. It also supports first-time home buyer assistance and grants and/or loans to rehabilitate both owner-occupied and rental units.

Currently, for the HOME funding, the Fiscal Year 2024-2025 Annual Action Plan shows \$300,000 for First Time Homebuyer Assistance, down payment assistance for first-time home buyers and \$1,397,733 for Housing Rehabilitation for both owner-occupied and rental units.

The proposed substantial amendment would increase/decrease projects as follows:

- Increase Consortium First Time Home Buyer Assistance HOME funding from \$300,000 to \$900,000 (increased by \$600,000)

- Decrease Housing Rehabilitation HOME from \$1,397,733 to \$797,733 (decreased by \$600,000)

Each HOME allocation comes with a deadline by which funds must be spent. Currently, the City has approximately \$600,000 in HOME funds that must be used by September 2026. Spending these funds under the Housing Rehabilitation category has proven challenging due to strict federal housing standards. Many homeowners are unable to take on substantial loans required to bring their home into full compliance with these standards. As a result, the Housing Rehabilitation category has seen no activity.

The Housing Program Services Division has recently updated the First-Time Home Buyer program. In an attempt to spend the HOME funds, staff are recommending reallocating \$600,000 from the HOME Housing Rehabilitation category to the HOME First-Time Home Buyer Assistance category to support timely expenditure of the funds.

3. BASIS OF RECOMMENDATION:

1. The City of Turlock has an expenditure deadline for HOME funds. In an attempt to meet the HOME spending deadlines, staff are recommending reallocating \$600,000 from the HOME Housing Rehabilitation category to the HOME First-Time Home Buyer Loans category.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The reallocation of HOME funds will be addressed through an administrative budget transfer if Council approves the proposed amendment.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

The City is allocating proposed funding for programs and projects, subject to future approval from HUD. The City is not committing funding to or undertaking any project in a manner that will have an adverse environmental impact that forecloses reasonable alternatives or mitigation measures that would ordinarily be par of NEPA or CEQA review for any project.

As part of the HUD process for releasing HOME funds to the City, before the City commits to funding, awards, or enters into a contract for a project and when more meaningful information for environmental assessment is available for certain of the anticipated projects, the City will comply with the applicable requirements of NEPA and/or CEQA for each project [24 CFR section 58.22(a) and 14 CCR Section 150049(b)].

8. ALTERNATIVES:

- A. Council could deny approving the substantial amendment to the FY 2024-2025 Annual Action Plan reallocating \$600,000 from the HOME Housing Rehabilitation project category to the HOME First-Time Home Buyer Assistance project category. This is not recommended as staff are attempting to spend the needed funds by the HOME program deadline.

9. ATTACHMENTS:

- 1. 24-25 AAP Amendment Resolution
- 2. 2024-2025 Substantial Amendment 1

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE FIRST	}	
SUBSTANTIAL AMENDMENT TO THE FISCAL	}	
YEAR 2024-2025 CITY OF TURLOCK/	}	
STANISLAUS COUNTY HOME CONSORTIUM	}	
ANNUAL ACTION PLAN FOR THE HOME	}	
INVESTMENT PARTNERSHIPS (HOME)	}	
PROGRAM, AUTHORIZING THE SUBMISSION OF	}	
THE ANNUAL ACTION PLAN AMENDMENT TO	}	
THE U.S. DEPARTMENT OF HOUSING AND	}	
URBAN DEVELOPMENT (HUD), AND	}	
AUTHORIZING THE INTERIM CITY MANAGER TO	}	
EXECUTE ALL RELATED AND NECESSARY	}	
DOCUMENTS.	}	

RESOLUTION NO. 2025-

WHEREAS, the City Council approved the Fiscal Year 2024-2025 Annual Action Plan on April 23, 2024; and

WHEREAS, the Annual Action Plan approved HOME funding in the First Time Home Buyer Assistance HOME funding project and the Housing Rehabilitation HOME funding; and

WHEREAS, changes made to an approved Annual Action Plan require a Substantial Amendment; and

WHEREAS, HUD requires that when there is a change in the adopted Annual Action Plan, jurisdictions must go through a public participation process including a public comment period and Council action; and

WHEREAS, public notice of the action was published July 19, 2025 on the City of Turlock website, establishing a public comment period from July 19, 2025 through August 20, 2025; and

WHEREAS, the funding for the First Time Home Buyer Assistance HOME project will be increased by \$600,000 to a total of \$900,000; and

WHEREAS, the funding for the Housing Rehabilitation HOME project will be decreased by \$600,000 for a total of \$797,733; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a resolution approving the first substantial amendment to the Fiscal Year 2024-2025 City of Turlock/Stanslaus County HOME Consortium Annual Action Plan for the HOME Investment Partnerships (HOME) Program, authorizing the submission of the Annual Action Plan amendment to the U.S. Department of Housing

and Urban Development (HUD), and authorizing the Interim City Manager to execute all related and necessary documents.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of August, 2025, 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
First Substantial Amendment
to the FY 2024-2025 Annual Action Plan
City of Turlock and Turlock/Stanislaus Urban County HOME Consortium

Notice is hereby given to residents of the City of Turlock that a draft Substantial Amendment to the fiscal year (FY) 2024-2025 Annual Action Plan is now available for review and comment.

The City of Turlock, as an entitlement jurisdiction, is required by the U.S. Department of Housing and Urban Development (HUD) to submit a 5-Year Consolidated Plan and subsequent Annual Action Plans in order to receive annual federal Community Development Block Grant (CDBG) and HOME Investment Partnership programs (HOME) Consortium funds that the City uses to address community development needs throughout the City and Consortium. The City's Citizen Participation Plan is critical in ensuring that residents are provided the opportunity to provide input and comment on the Consolidated Plan and Action Plans.

The AAP 2024-25 amendments include the increase of funding for First Time Home Buyer Assistance HOME, decrease in funding for Housing Rehabilitation HOME. The draft substantial amendment changes include:

- Increase Consortium First Time Home Buyer Assistance funding from \$300,000 to \$900,000 (increased by \$600,000)
- Decrease Consortium Housing Rehabilitation from \$1,397,733 to \$797,733 (decreased by \$600,000)

Citizen Participation

The public comment period for the draft Amendment is July 19, 2025 through August 20, 2025. The Amendment is posted on the City's website at <https://ci.turlock.ca.us/housingprograms/programplansreports/> to solicit residents and other interested parties and opportunity to provide input and comments on the proposed Amendment. A public hearing will be held at the **6:00 pm August 26, 2025 City Council meeting** at 156 South Broadway, Yosemite Conference Room, Turlock, CA 95380 to further solicit public comments and to review and approve the submission of the draft Substantial Amendments to HUD. Please see the city website under "council meetings" for current information about meeting access to comply with national and local social gathering requirements and public participation or call Turlock Administration at (209) 668-5540. Written comments or inquiries may be submitted to the Housing Program Manager, by email to: Jennifer Figueroa, jfigueroa@turlock.ca.us or at (209) 668-5610 no later than August 20, 2025 at 4:00 p.m.

Substantial Amendment to FY 2023-2024 Annual Action Plan

The FY 2024-2025 Annual Action Plan is substantially amended to move HOME Consortia grant funding as follows:

AP-38 Project Summary

The following funding changes to the activities are proposed.

- Increase Consortium First Time Home Buyer Loans HOME funding from \$300,000 to \$900,000 (increased by \$600,000)
- Decrease Consortium Housing Rehabilitation HOME from \$1,397,733 to \$797,733 (decreased by \$600,000)

Project Name	First Time Home Buyer Assistance (HOME) FY2024-2025
Goals Supported	Increase and Improve Supply of Affordable Housing
Needs Addressed	Affordable Housing
Funding	HOME: \$ 900,000 (Increased by \$600,000)
Description	First Time Home Buyer Assistance. Down payment assistance program for first time home buyers. HOME funds will be provided to income eligible clients for the purchase of their first home. Funds can be used for down payment and/or closing costs associated with the loan. (Regulatory Citation: 92.205)
Target Date	06/30/25
Estimated the number and type of families that will benefit from the activity	12 Families/units
Location Description	HOME Consortium service area
Project Name	Housing Rehabilitation (HOME) FY 2023-2024
Goals Supported	Increase and Improve Supply of Affordable Housing
Needs Addressed	Affordable Housing
Funding	HOME: \$ 797,733 (decreased by \$600,000)
Description	Consortium wide housing rehabilitation for both owner and renter occupied units and delivery costs. The Consortium will offer loans and grants to maintain single and multifamily affordable housing stock for low to moderate income clientele. The program serves as a way to preserve and maintain affordable housing units. Rehabilitation existing housing (Regulatory Citation: 92.205)
Target Date	06/30/24
Estimated the number and type of families that will benefit from the activity	12 Family/household
Location Description	HOME Consortium service area

The above activities and funding amounts will be revised as needed in the Annual Action Plan.

City Council Staff Report



From: Susan Borrego, Interim City Manager

Prepared by: Jennifer Figueroa, Housing Program Services Manager

Agendized by: Susan Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the sale of property located at 570 Jason Drive, Turlock, California, Stanislaus County APN 050-036-008, to an income-eligible first-time homebuyer through a lottery process, and authorizing the Interim City Manager to execute all necessary documents to complete the transaction.

Resolution: Authorizing the sale of property located at 1827 Shadow Park Drive, Turlock, California, Stanislaus County APN 088-015-057, to an income-eligible first-time homebuyer through a lottery process, and authorizing the Interim City Manager to execute all necessary documents to complete the transaction.

Resolution: Authorizing the sale of property located at 2065 Cody Court, Turlock, California, Stanislaus County APN 089-004-012, to an income-eligible first-time homebuyer through a lottery process, and authorizing the Interim City Manager to execute all necessary documents to complete the transaction.

3. DISCUSSION OF ISSUE:

The City of Turlock owns five (5) residential properties that were purchased with the intent to rehabilitate the housing units, as necessary, to meet housing quality standards, and transfer the properties either to qualified non-profit agencies to provide and sustain affordable housing units within the City of Turlock or sell the homes to income eligible first-time homebuyers. Currently, one (1) unit is occupied by income-eligible tenants, while the other four (4) units are vacant. This is primarily due to three (3) of the five (5) units needing to be rehabilitated, while the other two (2) properties need minor repairs.

Two (2) properties will be brought back to Council with a recommendation to release a request for proposal (RFP) to transfer to a nonprofit organization to provide affordable rental housing. For the remaining three (3) properties, staff are seeking approval from Council to sell to income eligible first-time homebuyers through a lottery system:

570 Jason Drive

The property located at 570 Jason Drive, Turlock, CA is a single-family home with four (4) bedrooms and two and a half (2.5) bathrooms. The home is currently vacant. It was acquired in 2023 using Community Development Block Grant (CDBG) funds. As this property was a newly constructed home, no rehabilitation is required.

1827 Shadow Park Drive

The property located at 1827 Shadow Park Drive, Turlock, CA is a single-family home with three (3) bedrooms and two (2) bathrooms. The home is currently vacant. It was acquired in 2023 using CDBG and HOME Investment Partnerships Program (HOME). The unit does need rehabilitation to meet housing quality standards. The rehabilitation is currently underway utilizing Permanent Local Housing Allocation (PLHA) funds and CDBG funds.

2065 Cody Court

The property located at 2065 Cody Court, Turlock, CA is a single-family home three (3) bedrooms and two (2) bathrooms and is currently vacant. It was acquired in 2023 using CDBG funds. The unit does need rehabilitation to meet housing quality standards. The rehabilitation is currently underway utilizing PLHA and CDBG funds.

All of the five (5) properties have previously been determined exempt surplus land and are now eligible for transfer.

4. BASIS FOR RECOMMENDATION:

Staff recommends the sale of the three (3) properties to income-eligible first-time homebuyers through a lottery selection process. This will fulfill the funding requirements and expand access to affordable homeownership.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The proceeds from the sale of the three (3) properties will go back into the same funding source used to purchase the properties (CDBG and HOME funds) as program income to be used to fund future eligible activities for the applicable funding source.

6. STAFF RECOMMENDATION:

Recommends approval

7. CITY MANAGER'S COMMENTS:

Recommends approval

8. ENVIRONMENTAL DETERMINATION:

The housing units at 1827 Shadow Park Drive and 2065 Cody Court, only require issuance of a building permit for the work to be done to rehabilitate the structures, therefore in accordance with Section 15268 of the CEQA Guidelines the projects are Exempt from the provisions of CEQA.

The housing unit at 570 Jason Drive only involved the purchase of an existing single-family home located on one lot and the action before Council consists of authorizing the sale of the property. Therefore, under Section 15378 of the CEQA Guidelines this action

does not constitute a project as the action does not have the potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

570 Jason Drive

The NEPA Environmental review concluded on January 31, 2023 that this project is categorically excluded and converts to exempt per 24 CFR 58.34(a)(12).

1827 Shadow Park Drive

The NEPA Environmental review concluded on February 15, 2023 that this project is categorically excluded and converts to exempt per 24 CFR 58.34(a)(12).

2065 Cody Court

The NEPA Environmental review concluded on January 31, 2023 that this project is categorically excluded and converts to exempt per 24 CFR 58.34(a)(12).

9. ALTERNATIVES:

Council could choose to not approve the sale of three (3) of the properties to first-time homebuyers. This alternative is not recommended because it requires the Housing Division to assume the role of property management. The Division lacks the necessary resources to effectively manage properties. In addition, one (1) of the properties were purchased with HOME funds and will be a failed project if not transferred by January 2027.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE SALE OF }
PROPERTY LOCATED AT 570 JASON DRIVE, }
TURLOCK, CALIFORNIA, STANISLAUS COUNTY }
APN 050-036-008, TO AN INCOME-ELIGIBLE }
FIRST-TIME HOMEBUYER THROUGH A }
LOTTERY PROCESS AND AUTHORIZING THE }
INTERIM CITY MANAGER TO EXECUTE ALL }
NECESSARY DOCUMENTS TO COMPLETE THE }
TRANSACTION. }

RESOLUTION NO. 2025-

WHEREAS, the City of Turlock owns five (5) residential properties that were purchased with the intent to rehabilitate the housing units, as necessary, to meet housing quality standards, and sell the properties either to qualified non-profit agencies to provide and sustain affordable housing units within the City of Turlock or to income-eligible first-time homebuyers; and

WHEREAS, one (1) of the five (5) residential units is currently occupied by income-eligible tenants, while the remaining four (4) units are vacant; and

WHEREAS, the property located at 570 Jason Drive, Turlock, California is a single-family home with four (4) bedrooms and two and one-half (2.5) bathrooms, is vacant, and does not require rehabilitation; and

WHEREAS, the City of Turlock will sell the property located at 570 Jason Drive, Turlock, California, to an income-eligible first-time homebuyer through a lottery process; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a resolution approving the sale of property located at 570 Jason Drive, Turlock, California, Stanislaus County APN 050-036-008, to an income-eligible first-time homebuyer through a lottery process and authorizing the Interim City Manager to execute all necessary documents to complete the transaction.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of August 2025, 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 CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE SALE OF }
PROPERTY LOCATED AT 1827 SHADOW PARK }
DRIVE, TURLOCK, CALIFORNIA, STANISLAUS }
COUNTY APN 088-015-057, TO AN INCOME- }
ELIGIBLE FIRST-TIME HOMEBUYER }
THROUGH A LOTTERY PROCESS AND }
AUTHORIZING THE INTERIM CITY MANAGER TO }
EXECUTE ALL NECESSARY DOCUMENTS TO }
COMPLETE THE TRANSACTION. }

RESOLUTION NO. 2025-

WHEREAS, the City of Turlock owns five (5) residential properties that were purchased with the intent to rehabilitate the housing units, as necessary, to meet housing quality standards, and sell the properties either to qualified non-profit agencies to provide and sustain affordable housing units within the City of Turlock or to income-eligible first-time homebuyers; and

WHEREAS, one (1) of the five (5) residential units is currently occupied by income-eligible tenants, while the remaining four (4) units are vacant; and

WHEREAS, the property located at 1827 Shadow Park Drive, Turlock, California is a single-family home with three (3) bedrooms and two (2) bathrooms, is vacant, and does require rehabilitation; and

WHEREAS, the City of Turlock will sell the property located at 1827 Shadow Park Drive, Turlock California, to an income-eligible first-time homebuyer through a lottery process; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a resolution approving the sale of property located at 1827 Shadow Park Drive, Turlock, California, Stanislaus County APN 088-015-057, to an income-eligible first-time homebuyer through a lottery process, and authorizing the Interim City Manager to execute all necessary documents to complete the transaction.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of August, 2025, 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 CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING THE SALE OF }
PROPERTY LOCATED AT 2065 CODY COURT, }
TURLOCK, CALIFORNIA, STANISLAUS COUNTY} }
APN 089-004-012, TO AN INCOME-ELIGIBLE }
FIRST-TIME HOMEBUYER THROUGH A }
LOTTERY PROCESS, AND AUTHORIZING }
THE INTERIM CITY MANAGER TO EXECUTE }
ALL NECESSARY DOCUMENTS TO COMPLETE }
THE TRANSACTION. }**

RESOLUTION NO. 2025-

WHEREAS, the City of Turlock owns five (5) residential properties that were purchased with the intent to rehabilitate the housing units, as necessary, to meet housing quality standards, and sell the properties either to qualified non-profit agencies to provide and sustain affordable housing units within the City of Turlock or to income-eligible first-time homebuyers; and

WHEREAS, one (1) of the five (5) residential units is currently occupied by income-eligible tenants, while the remaining four (4) units are vacant; and

WHEREAS, the property located at 2065 Cody Court, Turlock, California is a single-family home with three (3) bedrooms and two (2) bathrooms, is vacant, and does require rehabilitation; and

WHEREAS, the City of Turlock will sell the property located at 2065 Cody Court, Turlock, California, to an income-eligible first-time homebuyer through a lottery process; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a resolution approving the sale of property located at 2065 Cody Court, Turlock, California, Stanislaus County APN 089-004-012, to an income-eligible first-time homebuyer through a lottery process, and authorizing the Interim City Manager to execute all necessary documents to complete the transaction.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of August, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

August 26, 2025



From: Susan Borrego, Interim City Manager

Prepared by: Jennifer Figueroa, Housing Program Services Manager

Agendized by: Susan Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting the updated Housing Rehabilitation Program Policies and Procedures Manual for the Housing Program Services Division.

2. DISCUSSION OF ISSUE:

The Housing Division must draft and update various policies and procedures for all housing programs to ensure compliance with the requirements of U.S. Department of Housing and Urban Development (HUD) and California Department of Housing and Community Development (HCD).

The Housing Division administers a Housing Rehabilitation Program designed to expand the supply of decent, safe, sanitary, and affordable housing; to correct health and safety hazards in deteriorating housing and extend the useful life of existing housing units for income eligible individuals and families.

Staff have reviewed the existing Housing Rehabilitation Program policies and procedures and recommend the following policy revisions:

- Update the forgivable loan from current maximum of \$20,000 to the first \$40,000 of rehabilitation costs. This creates additional relief to the low- and moderate-income homeowner.
- Removed the amortized loan for owner-occupied rehabilitation. Still available for owner-investor and mixed-use tenant occupied at 3% interest for 20 years.
- Update the deferred loan terms from 2% interest for 20 years to 0% interest for the first 10 years, followed by 2% interest for the remaining 10 years for any amount over the first \$40,000 in costs, with a balloon payment due at the end of the 20 years. This incentivizes the home owner to pay down their loan in the first 10 years, resulting in a lower balloon payment.
- Update from eligible contractor bids must be within 10% of the Rehabilitation Specialist/Inspector's estimate to contract will be awarded to the lowest responsible and responsive bid.
- Add that in the event that a property owner does not want to move forward with the lowest bid, they can submit, in writing why they do not want to proceed with the

lowest bid within 10 business days. If reason is accepted by the Housing Program Manager, the next lowest responsible and responsive bid will be chosen.

- Update contractor billing from contractor billings when 25%, 50% and 75% of the work is completed to billing monthly for work completed. Rehabilitation Specialist/Inspector will still verify all work being billed was completed and 10% will be held out of each payment for the final payment to be paid once all work has been completed and accepted. For small jobs, it can be difficult for contractors to bill in these increments when the project is only 30-45 days long, as most projects are. This allows the contractor and staff to streamline the billing.
- Under Contractor requirements, add the following verbiage:
“Removal from the eligible contractor’s list will occur when:
 - 6) Contractor has received two (2) customer complaints or has had issues documented on two (2) separate jobs, as identified by the Housing Rehabilitation Specialist/Inspector.
 - a. Upon receiving the first customer complaint or upon a report from the Housing Rehab Specialist/Inspector, Housing Division staff will meet with the contractor to review and discuss reported issues. Following the meeting, a formal letter will be issued to the contractor summarizing the discussion. The letter will also state that the contractor is being placed on probation for the duration of the next job that they are awarded and that any further complaints or identified issues during the probationary period will result in the contractor being removed from the eligible list for a period of one (1) year.”
- Updated the maximum loan amount for single-family homes, except for mobile homes, to \$80,000 per unit. May go up to Combined Loan-to-Value (CLTV) ratio for HOME funding and on a case-by-case basis.
- Removed reverse mortgages from program.
- Add section for rehabilitation of Mobile Homes using Community Development Block Grant (CDBG) funding up to a \$30,000 grant with the following language:
 - “The project will not be considered if the cost of the rehabilitation exceeds 75% of the current estimated value of the property as determined by an appraisal/Housing staff.
 - If additional health and safety repairs are discovered after the project commences that will exceed \$30,000, staff may bring a recommendation forward on a case-by-case basis to the Loan Committee for an exception.”
- Add Permanent Local Housing Allocation (PLHA) requirements as this is a new funding source to be utilized for owner-occupied rehabilitations.
- Combine Loan Terms and Conditions section with Loan Types for ease of use to determine various types of loans.

- Various minor updates to spelling and grammar, add verbiage for clarification, and remove irrelevant language.
- Various edits as recommended by Housing Attorney.

The recommend Housing Rehabilitation Policy and Procedure is included as Attachment B, with all proposed updates shows in track changes for ease of review.

3. BASIS FOR RECOMMENDATION:

The Division reviews policies and procedures on a regular basis to increase efficiency and make the programs more viable for the population served.

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact.

5. STAFF RECOMMENDATION:

Recommends approval

6. CITY MANAGER'S COMMENTS:

Recommends approval

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

Council could choose not to adopt the recommended updates to the Housing Rehabilitation Policies and Procedures for the Housing Division. This alternative is not recommended as the proposed updates will make the program more viable for the population the Housing Division serves and streamlines processes, creating more efficiencies.

10. ATTACHMENTS:

- a. Housing Rehab P&P Resolution
- b. Housing Rehab Policies and Procedures – adopted 06.11.2024-Aug 2025 update

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF ADOPTING THE UPDATED }
HOUSING REHABILITATION PROGRAM }
POLICIES AND PROCEDURES MANUAL FOR }
THE HOUSING PROGRAM SERVICES DIVISION.}**

RESOLUTION NO. 2025-

WHEREAS, the City of Turlock receives various state and federal funds through the U. S. Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD); and

WHEREAS, HUD and HCD require jurisdictions to have specific policies and procedures in order to receive funding; and

WHEREAS, the Housing Division administers a Housing Rehabilitation Program; and

WHEREAS, the Housing Division reviewed existing policies and procedures and recommends the following policy revisions:

- Update the forgivable loan from current maximum of \$20,000 to the first \$40,000 of the rehabilitation costs;
- Remove the amortized loan for owner-occupied rehabilitation. Still available for owner-investor and mixed-use tenant occupied at 3% interest for 20 years;
- Update the deferred loan terms from 2% for 20 years to 0% interest for the first 10 years, followed by 2% interest for the remaining 10 years for any amount over the first \$40,000 in costs;
- Update verbiage that eligible contractor bids must be within 10% of the Rehabilitation Specialist/Inspector's estimate to contract will be awarded to the lowest responsible and responsive bid;
- Add verbiage that states that in the event that a property owner does not want to move forward with the lowest bid, they can submit, in writing, why they do not want to proceed with the lowest bid within 10 business days. If reason is accepted by the Housing Program Manager, the next lowest responsible and responsive bid will be chosen;
- Update billing from being billed when 25%, 50% and 75% of the job is completed to billing monthly as work is completed.
- Add verbiage under Removal from the contractor's list will occur when:
 - "6) Contractor has received two (2) customer complaints or has had issues document on two (2) separate jobs, as identified by the Housing Rehabilitation Specialist/Inspector.
 - a. Upon receiving the first customer complaint or upon a report from the Housing Rehab Specialist/Inspector, Housing Division staff will meet with the contractor to review and discuss reported issues. Following

the meeting, a formal letter will be issued to the contractor summarizing the discussion. The letter will also state that the contractor is being placed on probation for the duration of the next jobs that they are awarded and that any further complaints or identified issues during the probationary period will result in the contractor being removed from the eligible list for a period of one (1) year.”

- Updated the maximum loan amount for single-family homes, except for mobile homes, to \$80,000 per unit. May go up to Combined Loan-to-Value (CLTV) ratio for HOME funding and on a case-by-case basis.
- Removed Reverse Mortgages from program.
- Add section for rehabilitation of mobile homes using Community Development Block Grant (CDBG) funding up to a \$30,000 grant with the following language:
 - “The project will not be considered if the cost of the rehabilitation exceeds 75% of the current estimated value of the property as determined by an appraisal/Housing staff;
 - If additional health and safety repairs are discovered after the project commences that will exceed \$30,000, staff may bring a recommendation forward on a case-by-case basis to the Loan Committee for an exception”;
- Add Permanent Local Housing Allocation (PLHA) as new funding source;
- Combine Loan Terms and Conditions section with Loan Types section;
- Various minor updates to spelling and grammar, add verbiage for clarification, and removing irrelevant language; and
- Various edits recommended by Housing Attorney.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a resolution adopting the updated Housing Rehabilitation Program Policies and Procedures Manual for the Housing Program Services Division.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26rd day of August, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

State of California

Housing Rehabilitation Program

Policies and Procedures Manual

City of Turlock
Housing Program Services
156 South Broadway, Suite 140, Turlock CA 95380
(209) 668-5610, Fax (209) 668-5120, TDD 1 (800) 735-2929
www.cityofturlock.org

Approved by City Council on June 11, 2024 by resolution 2024-087.
Supersedes previous policies

These Policies and Procedures supersede any previously adopted Policies. These policies and procedures are subject to change in accordance with revisions made by the State of California and or Housing and Urban Development.



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Introduction

This Manual sets forth policies and procedures for the City of Turlock's Housing Rehabilitation Program (hereinafter "Program"). ~~The Program is designed to improve the quality of life of families by providing low interest rate loans and grants to repair substandard and deteriorating homes owned or rented by income eligible families. This will help expand and preserve affordable, safe and habitable dwelling units for families in Turlock. This program is designed to expand the supply of decent, safe, sanitary, and affordable housing; to correct health and safety hazards in deteriorating housing and extend the useful life of existing housing units for income eligible individuals and families.~~

The Program is a partnership between the City of Turlock (hereinafter "City"), State and Federal Governments to help maintain and upgrade the housing stock within the City, particularly ~~into~~ older neighborhoods.

Funds for this program may come from various local, state, and federal sources including but not limited to: Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), ~~Permanent Local Housing Allocation (PLHA)~~ and CalHome.

The City will comply with all city, state, and federal regulations and guidelines. In the event that the City assisted applicant combines two or more City assistance programs/funding sources, the homeowner and the property shall meet the strictest underwriting criteria and guidelines of each program/funding source.

Use of funds is subject to change and shall be in accordance with the requirements of the State of California Department of Housing and Community Development Division, ~~United States Department of Housing and Urban Development, and other laws and regulations governing the funding for these programs as such laws and regulations may be amended from time to time. Any amendments or policy revisions thereto shall become effective during the term of these policies and procedures.~~

Rehabilitation Loan Program Address:

City of Turlock
Housing Program Services Division
156 South Broadway, Suite 140
Turlock, CA 95380



Telephone: (209) 668-5610
Fax: (209) 668-5120
TDD: (800) 735-2929 (Speech and hearing impaired only)

City of Turlock website: www.cityofturlock.org

1. Overview

1-A. Purpose of Manual

The purpose of the Policies and Procedures Manual is to describe the Program and set forth the roles of the City, the program applicants and borrowers. These Policies and Procedures contain the regulations, general requirements and processing procedures.

Funds available for this program may come from various local, state, and federal funding sources including but not limited to: Community Development Block Grant¹ (CDBG), Home Investment Partnership Program² (HOME), ~~and~~ CalHome³, and Permanent Local Housing Allocation⁴ (PLHA).

The City is continually searching for new funding sources to further affordable housing activities. The intent of the Program is to provide eligible homeowners and investors a funding opportunity, that would not otherwise be available, to rehabilitate substandard and deteriorating homes.

1-B. Program Summary

The City has established the Program to assist eligible homeowners and investors with the funding to rehabilitate their home or rental properties. The Program staff will assist the Borrower to ensure a successful and timely completion of the rehabilitation process.

To maximize the effectiveness of the Program as a vehicle for enhancing affordability, Borrowers may be eligible for deferred payment loans, fully amortized loans, forgivable loans and or grants.

1-C. General Definitions

As used in the Policies and Procedures and all program documents, unless context requires otherwise, the following words and terms have the meanings set forth below:

Affordable:	In reference to housing costs, means that the financial obligation can be paid by the person or household, along with all other financial responsibilities of that person or household, without endangering the financial stability of the household.
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¹ Authorized under Title I of the Housing and Community Development Act of 1974, as amended. The regulations implementing the CDBG Program are found at 24 CFR Part 570. CDBG funds are administered by the United State Department of Housing and Urban Development (HUD).

² Authorized under the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing act, as amended, 42 U.S.C. 12701 et seq. The regulations implementing the Home Investment Partnerships (HOME) Program are found at 24 CFR Part 92. HOME funds are administered by the United State Department of Housing and Urban Development (HUD).

³ Authorized by and pursuant to Chapter 6 of Part 2 of Division 31 of Health and Safety Code, commencing with Section 50650 ("California Statutes") and regulations found in Title 25 of the California Code of Regulations, Division 1, Chapter 7, Subchapter 9 commencing with Section 7715 ("CalHome Regulations"), all as amended and in effect from time to time. CalHome funds are administered by the State Department of Housing and Community Development.

⁴ Authorized by The California Senate Bill 2 (SB2), also known as the Building Homes and Jobs Act, Chapter 364, Statutes of 2017. PLHA funds are administered by the State Department of Housing and Community Development (HCD).

AMI:	Area Median Income, as established by HUD.
Amortized Loan:	A loan payable over a certain time period which includes principal and interest payments.
Applicant:	Any person who applies for a Housing Rehabilitation loan under the Program.
Assisted unit:	A unit rehabilitated with loan(s) and or grant(s) funded under this Program.
Borrower:	The recipient who has or will receive financing for the rehabilitation of an eligible property.
Certification:	A written statement of fact filed in connection with the Program and subject to penalties of perjury.
City:	The City of Turlock, California.
Code Violations:	Infractions against the applicable codes referenced in the Housing Rehabilitation Standards.
Contractor:	A general building contractor, licensed by the State of California.
Deferred Payment Loan:	A loan in which no monthly installments are required. Full loan amount plus interest will be due and payable at the end of the specified <u>loan term</u> period.
Equity:	The value of a unit(s) and lot(s) whereafter subtracting all claims or liens against <u>the unit value</u> same shall be subtracted from the value.
First Mortgage:	A mortgage which is in first lien position, taking priority over all other mortgages or deeds of trust, liens.
General Property Improvements (GPI):	Improvements other than code violations made to improve the visual quality of the unit.
Gross Income:	The anticipated income of a person, or family <u>or household</u> for the 12-month period following the date of determination of income.
Household:	All the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.
HUD:	The United States Department of Housing and Urban Development.

Interest:	The fees associated with the borrowing of money.
Lien:	A form of encumbrance against the property which provide security for the payment of a debt, discharge, or an obligation. Examples: judgment <u>liens</u> , taxes, mortgage, deed of trust, <u>mechanics liens</u> , unpaid material supplier invoice and unpaid wages due an employee.
—Low-Income:	A family or household having an income equal to or less than the Section 8 Very Low-Income Limit (50% of the area median income) as established by HUD.
Low- and Moderate-income (LMI):	A family or household having an income equal to or less than the Section 8 Low-income limit, (80% of the area median income) as established by HUD.
Manufactured Housing Unit:	Manufactured housing unit, either on a permanent foundation or on an alternate foundation system, located on a rented space in a mobile home park, on leased land or on property owned by borrower (does not include mobile homes).
Maturity Date:	The date upon which a mortgage loan comes due and payable in full in accordance with the regulations pertaining to the funding source(s) used.
Mixed-Use:	A property occupied by residential and non-residential uses such as a business and residents or tenant(s).
Moderate Income Household:	Persons and families who are not lower income households and whose gross incomes do not exceed 120% of the area median income adjusted for household size in accordance with adjustment factors adopted by HUD in establishing income limits for lower income families.
—Middle-Income:	Persons and families whose gross income ranges from 81% to 120% of the area median income adjusted for household size in accordance with adjustment factors adopted by HUD in establishing income limits for lower income families.
Mortgage:	A deed of trust used to secure a lien on real property or, in the case of some manufactured housing, another security interest acceptable to the City and the State of California Department of Housing and Community Development.
Multi-Family units:	Five or more residential units.
Non-Conforming Residential Uses and Structures:	Those residential uses and structures which are not permitted but exist in any given zone by reason of use, improper setback or improper lot size.

Owner-Builder:	A home owner who is a licensed contractor performing work on his/her own property, as qualified by the Housing Rehabilitation Specialist.
Owner-Occupant:	A family or individual, regardless of family ties, who occupies and owns a unit of residential property.
Owner-Occupied Residence:	A housing unit intended and used for occupancy by the owner of the property.
Owner-Investor:	A family or individual, regardless of family ties, who owns a unit or units of residential property and who rents these units to a tenant(s).
Ownership Interest:	Any of the following interests in residential real property: • Fee simple estate • Joint tenancy • Tenancy in common Ownership does not include a remainder interest, a lease with or without an option to purchase or any interest acquired on the execution of the purchase contract.
Principal Residence:	A property occupied by the Borrower as his primary residence.
Ratio: Income/Expenses:	The percentage of annual gross income to housing expenses.
Ratio: Monthly Housing Expenses:	The maximum percentage of monthly gross income spent for housing.
Reconstruction:	The rebuilding, on the same lot, of housing standing on a site at the time of project commitment. The number of housing units on the lot may not be decreased or increased as part of the reconstruction project, but the number of rooms per unit may be increased or decreased. (HUD 24 CFR Part 92.2)
Rehabilitation Costs:	The total cost of repair, improvements and other costs to be incurred by the Borrower that are included in the loan and or grant.
Rehabilitation Specifications Manual:	The City of Turlock Housing Program Services Division Manual titled "A Guide to Rehabilitation Standards", which identifies City codes and ordinances applicable to residential rehabilitation and other environmental deficiencies to be corrected during the rehabilitation process not identified in, or required by, City codes.
Second Mortgage:	A mortgage that is junior or subordinate to a first mortgage.

Single-Family Dwelling:	A one-to four-family residence, condominium unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot.
Sub-Contractor:	Any licensed trade contractor that is not the General Contractor, i.e. Electrical, Plumbing or Mechanical contractor.
Unit:	A single owner-occupied or rental unit, providing complete, independent living facilities for one or more persons including permanent provisions of living, sleeping, eating, cooking and sanitation. Unit, as used in these policies, shall not include hotel or motel rooms, rooming and/or boardinghouses. Further, those single-family units that have been converted to house additional families or single persons may, on approval of the City staff, qualify as a unit. Also known as a dwelling unit.
Utilities:	Refers to gas, electricity, water, sewage disposal, and refuse collection. Does not include telephone or cable.

2. Program Eligibility Requirements

2-A. Eligible Property Requirements

1. The applicants(s) must be the owner(s) of record of the property to be rehabilitated.
2. Property must be located in:
 - a. City limits of Turlock excluding county pockets for CDBG, PLHA, and CalHOME funding. Within Consortium area of Stanislaus County for HOME funding.
 - b. Target area census tracts as designated by funding source requirements.
3. Property type must be:
 - a. Single-family housing; or
 - b. Condominium unit; or
 - c. A town home unit; or
 - d. Multi-family units; or
 - e. Mixed-use property.
 - 1) CDBG funded: For structures containing non-residential and residential uses, program funds can be used only for the residential portion of the structure, except when conditions exist in the non-residential portion which will adversely affect the residential portion of the structure. In no case shall the commercial portion of the rehabilitation exceed 25% of the total amount of the loan or grant.
 - 2) HOME and PLHA funded: For structures containing non-residential and residential uses, program funds can be used only for the residential portion of the structure.
 - 3) Other funding restrictionssources may apply.

f. Mobile Home

- 1) CDBG funded: Mobile homes must be part of the City's permanent housing stock (24 CFR 570.202(a)(5). If the mobile home is located in a permitted mobile home park, it will be considered part of the City's permanent housing stock and eligible for CDBG funding.

2-B. Occupancy Requirements

1. Eligible property must have the following occupancy characteristics:

- a. The applicant(s) must be the primary occupant(s) of the property to be rehabilitated; or
- b. If a rental property, occupied by income eligible tenants throughout the entire term of the loan or ~~meet~~ the affordability period; or
- c. Vacant. Unit(s) will be required to be occupied by income eligible tenants throughout the entire term of the loan or ~~meet~~ the affordability period.

See section for "Affordability Period" information, page [3127](#).

2-C. Income Eligibility and Verification

1. Owner occupied:

To be eligible to receive funds, the Borrowers must be income eligible.

a. The City must verify a Borrower's income in accordance with the following:

1) Borrowers must have an annual gross income equal to or less than 80% of the area median income as adjusted for household size. See Exhibit B for the Area Median Income (AMI) limits.

i. Income limits used to determine eligibility for CalHome and PLHA funding must be those published by the State of California Department of Housing and Community Development and available from the Administrator or the City.

ii. Income limits used to determine eligibility for HOME, CDBG, ~~CDBG-R~~, and NSP funding must be those published by the U.S. Department of Housing and Urban Development and available from the City.

2) Household size is determined by counting all members of the household, regardless of age, who will be permanent residents in the home. The following household members are not counted to determine familyhousehold size for income limits purposes: foster children, unborn children and children being pursued for legal custody or adoption who are not currently living with the household. A child, who is subject to as shared-custody agreement in which the child resides with the household at least 50% of the time, can be counted.

3) Income from all adult household members 18 years of age or older shall be counted to determine household income eligibility. Household income will be used to determine loan eligibility.

b. The Borrower's gross annual income must then be projected by the City over the upcoming 12-month period and judged to not exceed the applicable income limit. City shall determine annual gross income in accordance with the Code of Federal Regulations (CFR), Title 24, Part 5, Section 5.609(b) attached hereto as Exhibit A.

1) Income from assets is recognized as part of annual income under 24 CFR Part 5. City shall determine income from assets in accordance with 24 CFR 5.

- 2) Include as Borrowers, all persons who are on title to the property.
- 3) If documentation is provided by the Borrower that his or her current circumstances may be about to change, this information must be used in the projection of gross annual income.
- 4) The City shall determine the Borrower's annual gross income by obtaining source documentation verifying income and asset inclusions in accordance with Part 5 Income Inclusions as stated in the Code of Federal Regulations Statement from 24 CFR 5.609(b).
 - i For self-employed borrowers, source documentation shall also include but not necessarily be limited to:
 - (1) 3 years federal tax returns. (A minimum of the two most recent years must show income as self-employed)
 - (2) A profit and loss statement prepared by an accountant or bookkeeper. The City reserves the right to request an audited Profit and Loss statement by a Certified Accountant/Bookkeeper.
 - ii. For Borrower's who are employees, source documentation shall also include but not necessarily be limited to:
 - (1) 3 years federal tax returns. If the Borrower has not yet filed his/her Federal income tax return for the preceding year, the Borrower will be required to provide W-2's and 1099's for the year in question and provide proof that taxes were filed, once filed. If Borrower is exempt, they will provide an exemption letter from the IRS.

2. Investor and Non-Profit Owned properties

To be eligible to receive funds, the rental unit(s) must be occupied by income eligible tenants. Tenant occupied properties are Nnot eligible for the CalHome Secondary Financing with Rehabilitation Program.

- a. The City must verify a Tenant's Borrower's income in accordance with the following:
 - 1) Tenant must have an annual gross income equal to or less than 80% of the area median income as adjusted for household size. ~~The most current year Area Median Income (AMI) limits for Stanislaus County as established by HUD shall be used.~~
 - i. Income limits used to determine eligibility for CalHome and PLHA funding must be those published by the State of California Department of Housing and Community Development and available from the Administrator or the City.
 - ii. Income limits used to determine eligibility for HOME, CDBG, CDBG-R, and NSP funding must be those published by the U.S. Department of Housing and Urban Development and available from the City.

- 2) Household size is determined by counting all members of the household, regardless of age, who will be permanent residents in the home. The following household members are not counted to determine ~~household~~**family** size for income limits purposes: foster children, unborn children and children being pursued for legal custody or adoption who are not currently living with the household. A child, who is subject to as shared-custody agreement in which the child resides with the household at least 50% of the time, can be counted.
 - 3) Income from all adult household members 18 years of age or older shall be counted to determine household income eligibility. ~~Income of borrowers will be used to determine loan eligibility.~~
- b. The Tenant's gross annual income must then be projected by the City over the upcoming 12-month period and judged to not exceed the applicable income limit. City shall determine annual gross income in accordance with the Code of Federal Regulations (CFR), Title 24, Part 5, Section 5.609(b) attached hereto as Exhibit A.
- 1) Income from assets is recognized as part of annual income under 24 CFR Part 5. City shall determine income from assets in accordance with 24 CFR 5.
 - 2) Include as Borrowers, all persons who are on title to the property.
 - 3) If documentation is provided by the Tenant that his or her current circumstances may be about to change, this information must be used in the projection of gross annual income.
 - 4) The City shall determine the Tenant's annual gross income by obtaining source documentation verifying income and asset inclusions listed in 24 CFR Part 5 income inclusions as stated in the Code of Federal Regulations **Statement from 24 CFR 5.609 (b).**
 - i. For self-employed ~~tenants~~**borrowers**, source documentation shall also include but not necessarily be limited to:
 - (1) 3 years federal tax returns **and proof of filing.** (A minimum of the two most recent years must show income as self-employed)
 - (2) A profit and loss statement prepared by an accountant or bookkeeper. The City reserves the right to request an audited Profit and Loss statement by a Certified Accountant/Bookkeeper.
 - ii. For ~~tenant's~~**Borrower's** who are employees, source documentation shall also include but not necessarily be limited to:
 - (1) 3 years federal tax returns. If the Borrower has not yet filed his/her Federal income tax return for the preceding year, the Borrower will be required to provide W-2's and 1099's for the year in question.
 3. If the Investor rental unit is vacant, ~~R~~**rent** limitations will be placed on each assisted unit. See Tenant Occupancy Verification on page 5045.

3. Rehabilitation Work

3-A. Rehabilitation Standards

All improvements to residential properties, including the residential portion of a mixed-use project, in the City shall comply with the applicable standards set forth in all appropriate City statutes, codes, and ordinances as well as the Housing Program Services Division Rehabilitation Standards, "A Guide to Rehabilitation Standards" (see Exhibit C) which relate to the use, maintenance, facilities, and occupancy of residence (dwellings), including, but not limited to, the following most recently adopted codes and ordinances:

The following standards shall be utilized to determine the scope of rehabilitation projects:

1. The Housing Quality Standards at 24 CFR 982.401 and 24 CFR Part 574, B574.310 (b), B882.404 (c) (3); and CPD-94-05.
2. The lead-based paint regulations at 24 CFR Part 35 and as amended thereafter.
3. The latest editions of the following codes and or other codes as adopted by the City but not limited to:
 - a. Uniform Housing Code
 - b. National Electric Code
 - c. Uniform Building Code
 - d. Uniform Mechanical Code
 - e. Uniform Plumbing Code
 - f. California Historical Building Code
 - g. California Building Code

Note: For CDBG and PLHA funded projects, Existing conditions that are not included in the scope of work for a project are not required exempt from complying with the current editions of the codes referenced in section 3a-3g above, as long as there is not health and safety risks, or existing code violations, to meet current editions of the codes referenced in 4a-f above, provided no threat to health and safety or code violations exists.

For HOME funded projects, all of the above codes and all property standards as identified in 24 CFR 92.251 must be met AND all major systems, such as structural support, roofing, cladding, weatherproofing (e.g. windows, doors, siding, gutters), plumbing, electrical, heating, ventilation, and air conditioning, must have a remaining useful life of a minimum of 5 years.

3-B. Eligible Rehabilitation Work

_____ A primary objective of this Program is the elimination of life-threatening hazards, improvement of energy efficiency and the _____ correction of health and safety deficiencies.

1. The following items are eligible for purchase and installation, and repair or replacement:
 - a. Foundations, compaction tests as required and other structural building components
 - b. Roof sheathing, attic ventilation as required and new shingles
 - c. Electrical systems
 - d. Plumbing systems
 - e. HVAC system and required duct testing
 - f. Windows, interior and exterior doors
 - g. Interior and exterior paint
 - h. Kitchen, bathroom and kitchen fixtures, and equipment considered to be permanent fixtures
 - i. Energy conservation measures
 - j. Pest eradication measures
 - k. ~~American with Disabilities Act~~ accessibility accommodations
 - l. Utility connections (water/sewer connection from unit to street)
 - m. Drywall repairs and texture
 - n. Removal and replacement of floor coverings
 - o. Removal and backfill of unsafe or deteriorated swimming pools
 - p. Fire sprinkler system on all reconstruction or as required by California Building Code or Fire Code.
 - q. Removal and installation of gas and electric lines and meters.
 - r. Removal and installation of water and sewer lines.
 - s. Reconnection fees for any utilities.

2. Reconstruction involves demolishing an existing residential unit and rebuilding another on the same site. Often, reconstruction occurs because the cost of rehabilitation is prohibitive or is more than the cost to build a new unit. The Housing Rehabilitation Specialist will determine eligibility.
3. Costs to abate toxic materials such as the ones listed below are also eligible, if such materials are known or discovered to exist and pose a hazard to the occupants.
 - a. Asbestos.
 - b. Lead-based paint.
4. Garages, walkways, fences, and gates are eligible for the correction of health, safety, and building code violations. The program will not pay to correct illegal non-conforming violations of the zoning code. In addition, any of these types of violations must be brought into compliance with all applicable zoning laws prior to the execution of a rehabilitation loan. Owners will be responsible to remove all illegal structures prior to participating in the program.

Note: Conversion of a garage or other accessory structure to an accessory dwelling unit is not permitted ~~if using CDBG funds~~.

5. Additions, alterations and enlargements to existing structures are eligible providing that the action accomplishes one of the following goals:
 - a. Elimination of severe overcrowding
 - b. Ensure safe and sanitary living conditions
 - c. Alleviate barriers to the mobility and accessibility of an elderly person or persons with disabilities
 - d. Facilitate the care and accommodation of a physically and/or mentally impaired occupant
6. General Property Improvements (GPI)

After the property has been rehabilitated to conform to the current Housing Uniform Code and/or applicable codes, additional loan money not to exceed Two Thousand Five Hundred Dollars (\$2,500) may be used for, but not limited to, the following General Property Improvements (GPI):

- a. Minor remodeling may be done in order to make a dwelling more functional or attractive
- b. Repairs that are not code violations
- c. To improve the visual quality of the neighborhood environment, landscaping may be provided. Where the quality or quantity of landscaping is below that generally found in the City, the following may be provided

- 1) A maximum of three (3) trees
- 2) A maximum of six (6) shrubs
- 3) Grass, ivy, or other ground cover
- 4) New wood fencing, (no wrought iron or brick material)
- 5) Additional items may be approved by the Housing Rehabilitation Specialist
7. Building Permits; As required by the City Building Department. Re-construction permits also include marking of property pins.

3-C. Ineligible Rehabilitation Work

The following costs are not eligible for a rehabilitation loan:

1. New construction or the finishing of such construction, unless otherwise stated in this text. (Expansion of the structure must be approved by the Housing Program Services Division Manager as per these policies and shall not be considered new construction)
2. Acquisition of land
3. Purchase, installation or repair of furnishings or fixtures (such as intercom systems, rugs, portable fans, etc.)
4. Fireplaces (other than repairs required to existing fireplace)
5. Barbecue pits
6. Bathhouses
7. Greenhouses
8. Swimming pools, saunas or spas, or their heating systems
9. Any costs deemed unnecessary by Housing Program Services Division Manager as per these policies
10. Decreasing or increasing window or door openings for aesthetics
11. Relocation of doors and windows for aesthetics
12. Alarm systems

13. Conversion of a garage or other accessory structure to an accessory dwelling unit is not permitted.

3-D. Eligible Related Expenses

1. In addition to the property rehabilitation work, the following expenses, which are related to the actual property rehabilitation work, are eligible for inclusion in the property rehabilitation loan or grant.
 - a. Permit fees.
 - b. Contracted architectural, design, and engineering services.
 - c. Contracted appraisal fee.
 - d. Preliminary title report and title insurance.
 - e. Recording and filing fees.
 - f. Credit reports.
 - g. Termite inspection reports.
 - h. Contingency allowance.
 - i. Soils reports.
 - j. Soils excavation in regard to engineered foundations or septic tanks.
 - k. Archaeological survey and excavation costs.
 - l. Relocation costs.
 - m. Private lender loan processing fees.
 - n. Probation of wills when required to obtain title insurance.
 - p. Lead-based paint detection, assessment and mitigation fees.
 - q. Storage container.
 - r. Portable bathrooms.
2. If an applicant withdraws from the program after any of the above-specified additional costs have been incurred by the City in connection with the property owner's rehabilitation application, the property owner shall reimburse the City for such incurred costs. This reimbursement requirement does not apply if the property owner's withdrawal from the program is based on disapproval of the loan application, or if the lowest bid received exceeds by at least 25% the cost estimate previously provided by the City, or if circumstances occur beyond the control of the applicant.

3-E. Contractor Requirements

The City Housing Program Services Division compiles and maintains an eligible contractors list. [The City Housing Program Services Division shall review the list of](#)

Section 4 – Underwriting Requirements

City of Turlock Housing Rehabilitation Program Policies and Procedures Manual

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contractors on a regular basis and may remove contractors from the list for any reason. Contractors must complete work in accordance with the Housing Program Services Rehabilitation Specifications Manual "A Guide to Rehabilitation Standards" (see Exhibit A). Inclusion of contractors on the City list does not represent a guarantee of the work performed by an contractor. To be eligible to be added to the list, the contractors must meet the following requirements:

- a. License: The contractor must be a General Contractor, licensed by the California State Contractors Board (CSLB). The license must be current, active and be in good standing verified by the CSLB (<http://www.cslb.ca.gov/>).
- b. Insurance: The Contractor must carry the following insurance:
 - 1) Pursuant to Turlock Municipal Code Section 1-6-01.
 - 2) Workers Compensation Insurance Policy.
 - 3) Current Contractors Bond.
 - 4) Other insurance as required by the City and or funding sources.
- c. References:
Previous construction work references will be verified by Housing Rehabilitation Specialist.
- d. Federal debarment and suspension: The contractor must not presently be debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction per the United States Department of Labor. The website, provided by the Office of Federal Contract Compliance Program (OFCCP) <https://www.sam.gov/>; provides information on parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- e. All new contractors will be limited to a maximum of one (1) City Housing Rehabilitation project until the Rehabilitation Specialist determines that the contractor has the capacity, (both financial and workmanship) to sustain two (2) City Housing Rehabilitation projects.
- f. All City Housing Rehabilitation projects and contractors will be evaluated by the Rehabilitation Specialist to ensure an equal performance guideline by contractor.
- g. Removal from contractors list:

Removal ~~from~~ the eligibility-eligible Contractor's list will occur when:
 - 1) No longer meets eligibility requirements, as listed above.
 - 2) Contractor's license is no longer current and active.
 - 3) Poor workmanship will not be able to bid on projects for a period of one (1) year.

- 4) Does not complete the work in the allotted timeframe- will not be able to bid on projects for a period of one (1) year.
- 5) Is placed on the Federal debarment and suspension list.
- 6) Contractor has received 2 customer complaints or has had issues documented on two (2) separate jobs, as identified by the Housing Rehabilitation Specialist/Inspector.
 - a. Upon receiving the first customer complaint or upon a report from the Housing Rehab Specialist/Inspector, Housing Division staff will meet with the contractor to review and discuss reported issues. Following the meeting, a formal letter will be issued to the contractor summarizing the discussion. The letter will also state that the contractor is being placed on probation for the duration of the next job that they are awarded and any further complaints or identified issues during the probationary period will result in the contractor being removed from the eligible list for a period of one (1) year.

- h. Subcontractor's Licenses: All contractors must make sure that all subcontractors are properly licensed, including City business license. The Housing Division will require contractors to show proof of such licenses.

3-F. **Owner Builder, ~~Investor and Non-Profit Owned properties~~**

— In order to qualify, applicant must meet the contractor requirements in Section 3E as listed on page 14. All work performed by the Owner-Builder must meet the same requirements set forth above, including must meet basic industry standards. See the Housing Quality Standards at 24 CFR 982.401 and 24 CFR Part 574, B574.310 (b), B882.404 (c) (3); and CPD-94-05. Some exclusion may apply.

4. Underwriting Requirements

4-A. Overview

Program staff will review eligibility on the applicant based on the information that is provided and verified.

4-B. Combined Loan-to-Value (CLTV) Limits

The combined loan-to-value (CLTV) ratio, when combined with all other indebtedness to be secured by the property, shall not exceed 100% of the estimated after rehabilitation value. Under the CalHome Secondary Financing with Rehabilitation Program CLTV limits shall not exceed 105% of the after-rehabilitation value. See "Forgivable Loan Program" section for an exception to this requirement.

4-C. Loan/Grant Funding Limits

These limits include any City grant or loan not to exceed the after rehabilitation combined loan-to-value (CLTV) for CDBG, and PLHA. This limit does not include temporary relocation grants. Maximum loan amounts will also be limited by the individual funding source guidelines and limitations.

For HOME funded projects, the after-rehabilitation value of a home must not exceed 95% of the area's median purchase price for a single family house, as determined by HUD.

Below are the City funding limits not to exceed funding source regulations. Exceptions to the City limits can be made by City Council within funding source guidelines.

1. ~~1.~~ Owner-Occupied single family ~~stick home:~~
 - a. ~~\$80,000 per housing unit for CDBG and PLHA funded projects. May go up to CLTV limits on a case-by-case basis.~~
 - b. ~~Rehabilitation as needed not to exceed CLTV limits and funding source guidelines. Rehabilitation as needed not to exceed CLTV limits for HOME funded projects.~~
 - c. ~~Reconstruction up to \$150.00 per square foot (includes permits, fire sprinkler system) on a case-by-case basis based on health and safety.~~
- a. CalHome funded: See FTHB Policies and Procedures for CalHome Secondary Financing with Rehabilitation Program per unit limits.
2. Owner-Investor and Non-Profit Owned properties (single or multi-family projects): \$75,000 per housing unit.
3. Owner-Builder (single family projects): \$75,000 per housing unit.
4. Mixed-Use (Owner-occupied or Rental): \$75,000 per housing unit.
 - a. CDBG funded: For structures containing non-residential and residential uses, program funds can be used only for the residential portion of the structure, except when conditions exist in the non-residential portion which will adversely affect the residential portion of the structure. In no case shall the commercial portion of the rehabilitation exceed 25% of the total amount of the loan or grant.
 - b. HOME funded: For structures containing non-residential and residential uses, program funds can be used only for the residential portion of the structure.
 - c. Other funded: Will follow funding source guidelines.

5. Mobile Homes: \$30,000 per housing unit

- a. The project will not be considered if the cost of rehabilitation exceeds 75% of the current estimated value of the property, as determined by an appraisal/Housing Financial Specialist
- b. If additional Health and Safety repairs are discovered after the project commences that will exceed \$30,000, staff may bring a recommendation forward on a case-by-case basis to the Loan Committee for an exception.

4-D. Maximum Loan/Grant Amount

Staff will determine the maximum amount of loan which applicant may receive to cover rehabilitation costs and still remain within the applicant's ability to pay. Evaluation of the applicant's complete file, will establish the limits of work to be accomplished and the

limits and conditions of the loans. Final recommendation will be presented to the Housing Program Services Division Loan Committee. The maximum loan amount cannot exceed the loan funding limits and the combined loan-to-value limits for all housing units with the exception of mobile homes. The maximum amount for mobile homes is \$30,000.

City Manager has delegated authority to approve exceptions to increases in program loan and grant limits when additional repairs are needed to mitigate health and safety issues.

4-E. Borrower Income Verification

See section "Income Eligibility and Verification" on page 77.

4-F. Tenant Income Verification

See section "Income Eligibility and Verification" on page 77.

4-G. Income of Co-Borrower

1. If a co-Borrower will be on the title and or the deed of trust, his or her gross annual income must be included in determining income eligibility for the program.
2. The income of any other person expected to both live in the residence and be secondarily liable for the mortgage must be counted and verified as noted above.
3. Co-signers and co-mortgagors who do not intend to occupy the property are prohibited from participation in the program.

4-H. Borrower and Tenant Assets

This will apply to Borrowers and tenant's assets.

1. All income from assets must be included in the calculations determining the Borrower's or Tenant's gross annual income.
2. When the cash value of all of a Borrower's or Tenant's assets exceeds \$5,000 annual gross income shall include the greater of:
 - a. The actual amount of income, if any, derived from all household assets; or
 - b. 2.5% or the current HUD Passbook Rate, whichever is lower, of the cash value of all such assets.
 - c. As with income, the value of a Borrower's or Tenant's assets must be projected over the following 12-month period and judged to not exceed the applicable income limit.

4-I. Borrower Documentation

Borrower shall authorize City in writing to obtain any documentation from third party sources containing Borrower's income, assets, liabilities and credit worthiness.

4-J. Verification of Ownership Status

1. The applicant(s) must be the owner(s) of record of the property to be rehabilitated. ~~Reverse mortgage loans for any properties, which are to receive assistance, are not eligible for the program.~~
2. The applicant(s), of owner-occupied units, must be the primary occupant(s) of the property to be rehabilitated.

4-K. Lien Positions

1. City's lien will be either in first or second position. ~~The~~ In rare instances, exceptions can be made to allow the City to be in third position, with City ~~c~~Council approval. CalHome Secondary Financing with Rehabilitation Program loans will be placed in second and/or third position. Approval will be obtained by loan committee.
2. In the event that the City will make the exception to take a third position lien, the property must be owner occupied. Forgivable loans will not be permitted in third position.
3. The combined loan-to-value (CLTV) ratio, when combined with all other indebtedness to be secured by the property, shall not exceed 100% of the estimated after rehabilitation value. CalHome Secondary Financing with Rehabilitation Program loans will be permitted to have a combined loan-to-value (CLTV) ratio not to exceed 105%.
4. Lines of credit will need to show closed in order for the City to provide a loan.

4-L. Credit Criteria

1. A credit report will be obtained at time of application by the City for every person applying for a loan through the Program. For married couples, credit reports will be required of both spouses, to determine credit worthiness and household debt, even if one spouse is not on title.

For purposes of qualifying Borrower for City funding, credit worthiness criteria shall be:

- a. No late payments 1 year ~~prior to~~~~from~~ date of applying.
- b. No outstanding collections, judgments or liens.
- d. Bankruptcy ~~discharge with no additional collections~~ must have been a minimum of three (3) years ~~prior to the date of application from date of discharge with no additional collections.~~
- e. Foreclosure must have been a minimum of three (3) years ~~prior to the date of application from date of sale.~~

- f. Owner-investor properties: Owner(s) must show ability to repay the loan without including contribution from rent payments.

4-M. Loan Documentation

1. All City loans shall be evidenced by the following documents and provisions.
 - a. Promissory Note(s) payable to City in the principal amount of the loan and stating the terms and rate of interest.
 - b. Deed of Trust(s) securing the Note; this deed shall be recorded and shall secure City's financial interest in the property.
 - c. Other appropriate security instrument naming City as beneficiary.
 - d. Request for Notice of Default on superior loans.
 - e. Rental projects will require Covenants and Conditions regarding the occupancy and rent restrictions.

4-N. Loan and Grant Types, Terms and Conditions and Grant

Below is a list of the different loans and grant available to borrowers.

~~1. Amortized Loan~~

~~_____ a. This loan is payable over the term of the loan which includes monthly principal and interest payments which results in loan being fully paid off at the end of the term without use of a balloon payment.~~

~~_____ b. Eligibility~~

~~_____ 1) Available to all borrowers whose debt ratio will not exceed 38%.~~

~~_____ 2) Not eligible for CalHome Secondary Financing with Rehabilitation Program~~

~~2. Deferred Loan~~

~~_____ a. This loan requires no monthly payments for the term of the loan.~~

~~_____ b. Eligibility~~

~~_____ 1) A Deferred Loan is available to residential owner-occupied borrowers for single family units.~~

~~_____ 2) Available for CalHome Secondary Financing with Rehabilitation Program~~

~~31. Forgivable Loan~~

- ~~a. _____ a. For owner-occupied and mixed-use owner-occupied stick homes, this loan requires no monthly payments for the term of the loan. The loan will be forgiven at a rate of 20 percent (20%) yearly as long as the owner continues to occupy the unit as the primary residence. For stick homes, the secured loan will be~~

comprised of the first \$40,000 in rehabilitation costs, to be forgiven at a rate of thirty-three percent (33%) annually for 2 years and thirty-four percent (34%) for the final year as long as the owner continues to occupy the unit as their primary residence for a total of 3 years. Any amounts over \$40,000 will be in a deferred loan.

1) For CDBG, CalHOME, PLHA funded projects, loans shall be repaid when the property title is transferred to a person other than the current owner(s), sold, rented or no longer occupied by the Borrower before the 5-year term for the forgivable loan. The loan may continue to the end of the term in the instance where the property transfer is to a spouse (as owner-occupied) or a disabled dependent who will reside in the property as their primary residence. Any other transfer is not permissible and the loan balance, at the time of transfer, will be due in full.

b. Eligibility

1) ~~1) A Deferred-Forgivable~~ Loan is available to residential owner-occupied and mixed-use owner-occupied borrowers for single family units ~~that are not considered a mobile home.~~

2.) Owner-occupied with reverse mortgages upon primary lender approval.

3.) Not available to owner-investor.

4.) Not available to mixed-use tenant occupied units.

25.) Not eligible for CalHome Secondary Financing with Rehabilitation Program

c. The balance of the pro-rata share of the loan shall be repaid at a rate of 2% interest for the remaining term balance when property title is transferred to a person other than the current owner(s), sold, rented or no longer occupied by the Borrower before the 5-year term. The loan may be continued to the end of the term in the instance where the property transfer is to a spouse (as owner-occupied) or a disabled dependent who will reside in the property as their primary residence. Any other transfer is not permissible and the loan balance, at time of transfer, will be due in full.

d. City loan lien position must be in either first or second position.

2. Grants

a. For mobile homes up to a maximum of \$30,000 in rehabilitation costs.

b. Eligibility

1) Only available for mobile homes up to \$30,000.

3. Amortized Loan

a. For owner-investor and mixed-use tenant occupied, loan is payable over a 20-year term at 3% simple interest.

b. Eligibility

1.) Not available to owner-occupied.

2.) Eligible for CalHOME Secondary Financing with Rehabilitation Program

c. Shall be repaid when property title is transferred to a person other than the Borrower(s), sold, rented, or no longer occupied by the Borrower before the loan has been paid in full. The loan may continue to the end of the term in the instance where the property transfer is to a spouse (as owner-occupied) or a disabled dependent who will reside in the property as their primary residence. Any other transfer is not permissible and the loan balance, at time of transfer, will be due in full.

d. City loans lien position will be either in first or second position.

4. Deferred Loan

a. For owner-occupied, this 20-year loan requires no monthly payments for the term of the loan at a simple interest rate of 0% for the first 10 years, followed by simple 2% simple interest for the remaining 10 years with the entire amount of the loan, plus accrued interest, due at loan maturity.

b. Eligibility

1.) Available to owner-occupied.

2.) Not available to owner-investor.

3.) Not available to mixed-use tenant occupied units.

4.) Available for CalHOME Secondary Financing with Rehabilitation Program.

c. Shall be repaid when property title is transferred to a person other than the Borrower(s), sold, rented or no longer occupied by the Borrower before the 20-year term. The loan may be continued to the end of the term in the instance that a property transfer is to a spouse (as owner-occupied) or a disabled dependent who will reside in the property as their primary residence. Any other transfer is not permissible and the loan balance, at time of transfer, will be due in full.

d. City loans lien position will be either in first or second position.

Commented [JF1]: Removed as option for owner-occupied. Still available for owner-investor and mixed-used tenant occupied

45. Optional Temporary Relocation Grants

CDBG and HOME funds may be used for optional temporary relocation payments and assistance to persons who are temporarily relocated by a rehab activity that is not subject to the displaced persons requirements found at 24 CFR Part 570.606. The City makes every effort to not temporarily displace homeowners-occupants during rehabilitation. However, in some instances, this may be unavoidable due to the scope of work. For example, if a unit will be without water for 24 hours during repairs, this would result in the homeowneroccupant having to temporarily reside elsewhere while repairs are completed. The temporary relocation grant is used in such instances for temporarily relocating occupants of properties that are to be rehabilitated. There is a maximum allowance of \$1,000 per unit. In general, all reasonable costs associated with the provision of decent, safe and sanitary housing are eligible. Relocation grants are not included as part of the City per unit maximum loan amount(s).

Relocation expenses are the responsibility of the owner, but to alleviate this burden the City offers up to \$1,000 to assist with relocation and/or storage costs. The Temporary Relocation grant is used to assist the owner with the associated costs. In the event that the owner is unable to pay for the out of pocket relocation expenses, the City can assist the owner by providing additional funds to the loan to cover these expenses. The combined loan-to-value limits apply to these funds.

a. Eligibility

- 1) Temporary Relocation Grants are available to owner occupied borrowers.
- 2) Not eligible for CalHome Secondary Financing with Rehabilitation Program Borrowers.
- 3) Not eligible for Investor or non-profit borrowers.

b. Assistance Guidelines:

- 1). The City will provide certain moving assistance to aid owner occupants who voluntarily apply for consideration for assistance under the Homeowner Rehabilitation Program. This may include removal and storage of furniture, packing expenses and/or moving and storage expense..
- 2) The City may provide temporary relocation assistance to aid owner occupants who voluntarily apply for consideration for assistance under the Homeowner Rehabilitation Program in such instances where the household is unable to remain in the home. Eligible expenses include a hotel or motel stay.

A temporary relocation grant is not a stand-alone activity and is considered a project cost. Additionally, ~~relocation of occupants is not subject to the this does not enact~~ Uniform Relocation Assistance and Real Property Acquisition ~~Act or the California Relocation Assistance Law~~ due to the nature of the program. Participation in the rehabilitation program is voluntary and does not result in displacement.

56. Other Program Funding

The City may receive supplemental funding including, but not limited to local, state and federal sources. Policies and procedures for the disbursement of such funds including, but not limited to, interest rates, loan terms, and conditions as established by the funding source will be adhered to by program staff.

4-O. Terms & Conditions

Commented [JF2]: Section 4-O combined with section 4-N above

~~The following are the interest rates and conditions for the available funding. Loans shall be secured by a note and a deed of trust on the property. CalHome Secondary Financing with Rehabilitation Program will follow the FTHB Policies and Procedures term limits.~~

~~1. Amortized Loan~~

~~a. Owner-Occupied Twenty (20) years at zero percent (0%) (Includes Owner-occupied Owner-builder).~~

~~b. Owner-Investor Twenty (20) years at three percent (3%).~~

~~c. Mixed-use~~

~~1) Tenant-occupied Twenty (20) years at three percent (3%).~~

~~2) Owner-occupied Twenty (20) years at zero percent (0%).~~

~~d. Shall be repaid when the property title is transferred to a person other than the owner(s), sold, rented or no longer occupied by the applicant. Provided that when property title transfer is to a spouse (as owner-occupant) or disabled dependent who must reside at the home as the primary residence, then the loan may be continued through the end of the term. Any other transfer is not permissible and loan will be due in full. In the event that the heir is neither a spouse nor a disabled dependent, the heir will not be provided the opportunity to assume the loan. If the heir is a non-income eligible family, the balance of the loan is due and payable in full. If the heir intends to act as an owner-investor, the balance of the loan is due and payable in full. Other exceptions are subject to the review and approval of City council.~~

~~2. Deferred Loan~~

~~a. Owner-Occupied Twenty (20) years at two percent (2%) (Includes owner-builder, and Owner-occupied mixed-use)~~

~~b. Owner-Investor not eligible.~~

~~c. Mixed-use.~~

~~1) Tenant-occupied not eligible.~~

~~2) Owner-occupied Twenty (20) years at zero percent (0%).~~

~~d. Shall be repaid when the property title is transferred to a person other than the owner(s), sold, rented or no longer occupied by the applicant. Provided that when~~

~~property title transfer is to a spouse (as owner-occupant) or disabled dependent who must reside at the home as the primary residence, then the loan may be continued through the end of the term. Any other transfer is not permissible and loan will be due in full. In the event that the heir is neither a spouse nor a disabled dependent, the heir will not be provided the opportunity to assume the loan. If the heir is a non-income eligible family, the balance of the loan is due and payable in full. If the heir intends to act as an owner-investor, the balance of the loan is due and payable in full. Other exceptions are subject to the review and approval of City council.~~

~~3. Forgivable Loan and Energy Efficiency Program~~

~~a. Owner-Occupied five (5) years at zero percent (0%) (Includes Owner-occupied Owner-builder).~~

~~b. Owner-Investor not eligible.~~

~~c. Mixed-use.~~

~~1) Tenant occupied units are not eligible.~~

~~2) Owner-occupied five (5) years at zero percent (0%).~~

~~d. Shall be repaid when the property title is transferred to a person other than the owner(s), sold, rented or no longer occupied by the applicant.~~

~~e. The loan will be forgiven at a rate of twenty percent (20%) annually as long as the owner continues to occupy the unit as the primary residence. In the event that the borrower does not occupy the unit for the five (5) year term, the balance of the pro-rata share must be repaid at a rate of two percent (2%) interest for the remaining term balance.~~

~~f. City loans lien position will be either in first or second position.~~

~~g. limited to a maximum of \$20,000.00.~~

~~4. Reverse Mortgage Forgivable Loan~~

~~a. Owner-Occupied five (5) years at zero percent (0%) (Includes Owner-occupied Owner-builder).~~

~~b. Owner-Investor not eligible.~~

~~c. Mixed-use.~~

~~1) Tenant occupied units are not eligible.~~

~~2) Owner-occupied five (5) years at zero percent (0%).~~

~~d. Shall be repaid when the property title is transferred to a person other than the owner(s), sold, rented or no longer occupied by the applicant.~~

~~e. The loan will be forgiven at a rate of twenty percent (20%) annually as long as the owner continues to occupy the unit as the primary residence. In the event that the borrower does not occupy the unit for the five (5) year term, the balance of the pro-rata share must be repaid at a rate of two percent (2%) interest for the remaining term balance.~~

~~f. City loans lien position will be second position only.~~

~~g. limited to a maximum of \$20,000.00.~~

56. Rental Units

a. Rent limitations will be placed on each assisted unit ~~per 24 CFR 570.208(a)(3)~~ to ensure affordable rents. The maximum rent cannot exceed the High HOME rent limits as established by HUD based on the number of bedrooms per unit. When units become vacant during the affordability period, subsequent tenants must be income-eligible and must be charged the applicable rent. HUD High HOME rent limits can be found at the HUD Exchange website at <https://www.hudexchange.info/programs/home/home-rent-limits/> or contact housing staff for the limits.

b. Funding source conditions for rental units.

1) CDBG.

i. Residential rental projects of 8 or more units assisted with CDBG funds shall be subject to Davis-Bacon prevailing wage requirements. Prevailing wage and labor regulations can be found at Davis Bacon Act (40 U.S.C., Chapter 3, Section 276a-276a-5), 24 CFR Part 70 (Use of volunteers on projects), 29 CFR Parts 1, 3, 5, 6 and 7 (Labor), 24 CFR 92.354 (HOME), and 24 CFR 570.603 (CDBG).

ii. The ~~c~~City will require the Borrower to make assisted units available for occupancy to low-moderate income (defined as 80% or below of the ~~MAIAMI~~ as adjusted for household size) tenants for the term of the loan or the affordability restrictions.

2) HOME.

i. Rental projects of 12 or more units assisted with HOME funds shall be subject to Davis-Bacon prevailing wage requirements. Prevailing wage and labor regulations can be found at Davis Bacon Act (40 U.S.C., Chapter 3, Section 276a-276a-5), 24 CFR Part 70 (Use of volunteers on projects), 29 CFR Parts 1, 3, 5, 6 and 7 (Labor), 24 CFR 92.354 (HOME), and 24 CFR 570.603 (CDBG).

ii. In projects with five or more HOME-assisted units, at least twenty percent (20%) of the HOME-assisted rental units must be occupied by families who have annual incomes that are fifty percent (50%) or less of median income.

These very-low-income tenants must occupy units with rents at or below the Low HOME Rental level (Project Rule). These income restrictions shall apply for the term of the affordability agreement and;

Ninety percent (90%) of the total families assisted through the rental program have incomes that do not exceed sixty percent (60%) of the area median income as adjusted for household size. The balance of rental units must assist tenants with incomes that do not exceed eighty percent (80%) of the area median income as adjusted for household size. This rule applies to all funds expended from each fiscal year allocation; it is not project specific (Program Targeting Rule). These income restrictions shall apply for the term of the agreement.

- iii. Projects with fewer than five HOME-assisted units do not have to restrict any units to the Low HOME Rents or limit occupancy to tenants at fifty percent (50%) or below of the area median income.
- iv. Properties must remain in standard condition throughout the affordability period. In order to verify compliance with property standards Aannual on-site inspections of City assisted units will be required.
- v. Documentation will be required annually by the property owner. Documentation includes information on tenants' incomes, rents, and other HOME rental requirements during a project's period of affordability.
- vi. Affordability period. See "Affordability Period" on page 3127.
- vii. Rent for units in a project assisted with HOME funds shall be as determined by the U.S. Department of Housing and Urban Development on an annual basis. Conditions covenants and restrictions will be placed against the property to assure affordability for a specified length of time based on the amount of HOME funds invested per unit shall be recorded against the property (affordability period). Such length of time shall be as defined at 24 CFR -92.252(e).
- ~~viii. HOME-assisted properties must remain in standard condition throughout the affordability period requiring periodic on-site inspections.~~
- ix. As required by the applicable regulatory or rent limitation agreement, all rental property owners shall submit to annual monitoring of affordability.

6. Mixed-use projects

- a. Rental units of mixed-use projects follow the terms and conditions for Rental Units above.
- b. Funding source conditions for mixed-use projects.
 - 1) CDBG funded: For structures containing non-residential and residential uses, program funds can be used only for the residential portion of the structure, except when conditions exist in the non-residential portion which will adversely

affect the residential portion of the structure. In no case shall the commercial portion of the rehabilitation exceed 25% of the total amount of the loan or grant.

- 2) HOME funded: For structures containing non-residential and residential uses, program funds can be used only for the residential portion of the structure.

4-~~PO~~. Repayment

The following are the repayment options available: Cal Home Secondary Financing with Rehabilitation Program will follow the FTHB Policies and Procedures repayment guidelines.

1. Amortized and Deferred loans.

- a. The loan principal and interest shall be due and payable upon:

- 1) Sale, transfer, rental, convey~~ance~~, ~~vest~~ or lease of the property.
- 2) Borrower's failure to occupy the Property as Borrower's principal residence (Borrower must certify occupancy annually).
- 3) The loan maturity date.
 - I. If it is determined by the Housing Program Services Division staff that repayment of the loan at maturity will cause a hardship to the Borrower, the Loan Committee may, at its option, elect to:
 - (1) Approve a one-time additional deferral period of up to 20 years in length at 0% additional interest, or;
 - (2) Convert the debt (principal and accrued interest) to a 15~~-~~-year amortized loan at 0% additional interest.

Option is based on borrower qualifications and current guidelines.

- 4) Upon default under the City promissory note, deed of trust, covenants, or other recorded documents of record pertaining to the property.
- 5) Borrower's cash-out refinance of any superior mortgages.

- b. The City will provide deferred payment loans; the City may accept voluntary payments on the loan. Loan payments will be credited to the principal first and then to interest. The borrower may repay the loan balance at any time with no prepayment penalty.

2. Forgivable loans

- a. The loan principal and interest shall be due and payable upon:

- 1) Sale, transfer, rental, convey~~ance~~, ~~vest~~ or lease of the property within the term of the loan.

- i. In the event that any of the above mentioned occur the remaining ~~pre-rata~~outstanding balance share of the loan will be due and payable immediately.

(1) Outstanding Pre-rata share loan balance will be reported to credit bureaus.

- 2) Borrower's failure to occupy the Property as Borrower's principal place of residence (Borrower must certify occupancy annually).
- 3) Upon default under the City promissory note, deed of trust, covenants, or other recorded documents of record pertaining to the property.
- 4) Borrower's cash-out refinance of any superior mortgages.

4-PQ. Assumability and Transfer of Interest

- 1. Assumability:
 - a. Loans are not assumable.
- 2. Transfer of Interest Exceptions:
 - a. Loans do not have transfers of interest exception.

4-QR. Delinquencies

In cases of amortized loans and upon the end of the deferment term, where either loan payments or payoff has not been received the City staff will determine the necessary steps to cure the loan. Active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the City may consider foreclosure. City's staff will consider the following factors before initiating foreclosure:

- 1. Amortized and deferred loans
 - a. Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
 - b. Can the Borrower refinance with a private lender and pay off the City?
 - c. Can the Borrower sell the property and pay off the City?
 - d. Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)

- e. Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?
2. If the balance is substantial and all of the above factors have been considered, the City may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the City to prevent foreclosure (such as, funds to bring a delinquent loan current or pay off a Deferred Payment Loan).
3. At the end of thirty days, the City will contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the City of all required documentation to initiate foreclosure and funds required from the owner to cancel foreclosure proceedings. The service will keep the City informed of the progress of the foreclosure proceedings.
4. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the City could sell the home themselves under a homebuyer program, use it for an affordable rental property, use it for transitional housing facility or other eligible use.
5. Foreclosures are subject to the review and approval of the City Council.
6. Any delinquencies over 30 days will be reported to the credit bureaus.

4-~~RS~~. Affordability Period

The minimum period of time properties are required to be affordable. Housing units that have been rehabilitated must remain the principal residence of the borrower for a minimum period as stipulated below. Homeowners will be required to submit certificates of occupancy and homeowner insurance verifications annually. The affordability time applies primarily to rental housing units. The period of affordability depends on the funding sources and the term of the funding.

The Affordability Period will be:

1. CDBG and CDBG-R will be the term of the loan or until satisfied.
2. HOME-See Recapture Provisions, Section 9-J
 - a. Owner-occupied will be the term of the loan or until satisfied.
 - b. Owner-investor will be the term of the loan or a minimum of 15 years if satisfied prior to the end of the term, whichever is longer. The length of time will be based on the amount of HOME funds invested per unit and restrictions assuring affordability shall be recorded against the property. Such length of time shall be as defined at 24 CFR 92.252(e).

c. Multi-use owner occupied will be the term of the loan or until satisfied. If multi-use owner occupied project contains a HOME assisted rental unit see **M**ulti-use tenant occupied information below.

d. Multi-use tenant occupied will be the term of the loan or a minimum of 15 years if satisfied prior to the end of the term, whichever is longer. The length of time will be based on the amount of HOME funds invested per unit and restrictions assuring affordability shall be recorded against the property. Such length of time shall be as defined at 24 CFR 92.252(e).

3. CalHome funding will follow related regulations and guidance.
4. Other funding will follow related regulations and guidance.

5. Energy Efficiency Program

5-A. Overview

The Community Development Block Grant (CDBG) funding provides an energy efficiency program for seniors, disabled and income eligible families through the upgrade of housing features such as windows and additional insulation which would provide greater energy savings for these residents on fixed and restricted incomes.

The City shall comply with the regulations and requirements of the grant.

5-B. Procedures

The program will follow all the procedures in these policies and procedures with the following exceptions:

1. Eligible applicants are limited to:
 - a. Income eligible: Applicants must be at or below low income. Low income is defined as a household having an income equal to or less than the Section 8 Very Low Income Limit (50% of the area median income) as established by HUD. See Exhibit B for the Area Median Income (AMI) limits **and**;
 - b. Seniors (62 years and older). At least one person on title must be 62 years or older or;
 - c. Disabled. Proof of disability will be required.
2. Eligible units are limited to:
 - a. Single family owner-occupied units. Multi-use units are not eligible for this program.
3. Funding:
 - a. Grant amount cannot exceed \$20,000. Families are only eligible to receive funding once even if the maximum limit was not received.
 - b. Funding can be combined with other rehabilitation program funding.
4. Rehabilitation Work:
 - a. Housing Rehabilitation Specialist must approve all items to verify energy conservation goal. Rehabilitation work will be limited to the following energy efficiency items:
 - 1) Window replacement.
 - 2) Whole house fans.

- 3) Attic insulation to code.
- 4) New exterior pre-hung doors.
- 5) Weather stripping for existing exterior doors.
- 6) New HVAC system and required duct testing.
- 7) New roofs.
- 8) Solar panels.
- 9) Trees.
- 10) Xeriscape landscaping replacement.
- 11) Water saver toilets.
- 12) Low flow shower heads.
- 13) Other energy efficiency items may be eligible as approved by the Housing Rehabilitation Specialist.

5. Terms and Conditions

See "Terms and Conditions" on page [2421](#).

6. Forgivable Loan Program

6-A. Overview

Loans are provided for rehabilitation work for emergency conditions that threaten public safety, health and safety improvements, remedy code violations and accessibility items for seniors, disabled and income eligible families.

6-B. Procedures

The program will follow all the procedures in this manual with the following exceptions:

1. Eligible applicants are limited to:
 - a. Income eligible: Applicants must be at or below 80% of the area median income as established by HUD.
 - b. Property loan debt in excess of current property value not to exceed 120% the combined loan-to-value (CLTV).
 - c. ~~For applicants who have received a Reverse Mortgage, the property loan debt in excess of current property value not to exceed 120% the combined loan-to-value (CLTV).~~
2. Eligible units are limited to:
 - a. Single family owner-occupied units. (Includes ~~manufactured~~mobile -homes).
3. Funding:
 - a. The Forgivable Loan amount cannot exceed ~~\$20,000~~40,000. Families are only eligible to receive the Forgivable Loan funding once, even if the maximum limit was not received.
 - b. ~~A~~ Forgivable Loan ~~funding~~ can be combined with ~~other rehabilitation programs~~deferred loan ~~funding~~.
4. Rehabilitation Work:
 - a. Housing Rehabilitation Specialist must approve all items. Rehabilitation work will be limited to the following code violation and accessibility items:
 - 1) Imminent health and safety items including but not limited to: electrical issues, leaking roof, mold remediation and dry rot repairs, heating and air conditioning repair and or replacement or new installation, plumbing issues, and hot water heater replacement and any work required to comply with the California Building Code.
 - 2) ADA compliance items including but not limited to: grab bars, increasing door width for access, accessibility ramps, and shower and kitchen modifications.

5. Terms and Conditions: See “Terms and Conditions” on page [2424](#).

7. Reverse Mortgage

7-A. Overview

- Loans are provided for rehabilitation work for emergency conditions that threaten public safety, remedy code violation and accessibility items for seniors, disabled and income eligible families.

7-B. Procedures

- The program will follow all the procedures in this manual with the following exceptions:

- 1. Eligible applicants are limited to:
 - a. Income eligible: Applicants must be at or below 80% of the area median income as established by HUD.
 - b. Property loan debt in excess of current property value not to exceed 120% the combined loan-to-value (CLTV).
 - c. For applicants who have received a Reverse Mortgage, the property loan debt in excess of current property value not to exceed 120% the combined loan-to-value (CLTV).
- 2. Eligible units are limited to:
 - a. Single family owner-occupied units. (Includes manufactured homes).
- 3. Funding:
 - a. The Forgivable Loan amount cannot exceed \$20,000. Families are only eligible to receive the Forgivable Loan funding once, even if the maximum limit was not received.
 - b. Forgivable Loan funding can be combined with other rehabilitation program funding.
- 4. Rehabilitation Work:
 - a. Housing Rehabilitation Specialist must approve all items. Rehabilitation work will be limited to the following code violation and accessibility items:
 - 1) Imminent health and safety items including but not limited to: electrical issues, leaking roof, heating and air conditioning repair and or replacement, plumbing issues, and hot water heater replacement.
 - 2) ADA compliance items including but not limited to: grab bars, increasing door width for access, accessibility ramps, and shower and kitchen modifications.
- 5. Terms and Conditions: See "Terms and Conditions" on page 21.

87. CalHome Secondary Financing with Rehabilitation Program

87-A. Overview

The CalHome Secondary Financing with Rehabilitation Program Loan is designed to assist new homeowners purchase a property that would, under the existing Secondary Financing Program, not pass basic housing quality standards. This program is only eligible for participants who are receiving CalHome Secondary Financing with assistance. For CalHome participant eligibility see the First Time Homebuyer Secondary Financing Program (FTHB) Policies and Procedures. This section refers to the Rehabilitation component of the loan only.

87-B. Procedures

Eligible properties will be rehabilitated to correct all required health and safety hazards and existing damage in order to meet basic housing quality standards.

The program will follow all the procedures in this manual with the following exceptions:

1. Eligible applicants are limited to:
 - a. Income eligible: Applicants must be at or below 80% of the area median income as established by HUD.
2. Eligible units are limited to:
 - a. Single-family housing; or
 - b. Condominium unit; or
 - c. A town home unit; or
 - e. Multi-family units.
3. Funding:
 - a. Maximum rehabilitation funding limits will apply.
 - b. Loan funding cannot be combined with other City program funding.
4. Rehabilitation Work:
 - a. Housing Rehabilitation Specialist must approve all items.
 - 1) City shall comply with the applicable standards set forth in all appropriate City statutes, codes, and ordinances as well as the Housing Program Services

Division Rehabilitation Standards, "A Guide to Rehabilitation Standards" (see Exhibit C) which relate to the use, maintenance, facilities, and occupancy of residence (dwellings), including, but not limited to, the most recently adopted codes and ordinances.

- 2) Rehabilitation will include correction to any health and safety hazards, existing damage and or any necessary items needed to prepare for occupancy. At a minimum the property must meet the Section 8 Housing Quality Standards, applicable building codes, zoning ordinances and cost-effective energy conservation standards.

5. Resale of the property:

- a. No limitations will be placed for resale.

98. APPLICATION and DELIVERY PROCESS

98-A. Overview

Program staff works with applicants to ensure a smooth process in order to make certain that basic housing quality standards are met. The following procedures are a basic guide to the rehabilitation process.

98-B. Procedure for all Loans

1. Initial Property Owner Contact:

Contact with property owners is made as a result of program outreach and publicity, including mailings, press releases, public meetings, neighborhood canvassing, newspaper advertisements, participation in community events, and referrals from community organizations.

Initial interview is conducted with property owner concerning program objectives, eligibility requirements for the property and applicant, eligible rehabilitation work, and terms and conditions under which loans are made. Applicant shall provide any other data which may be required to complete the application.

2. Review of Application:

Upon receipt of an application, program staff determines eligibility status. The ~~Borrower~~Applicant must complete and sign the appropriate Program required documentation. Each application will be given a status of the following;

a. Application processed:

- 1) Application complete.
- 2) Applicant/property meets eligibility requirements pertaining to type of loan requested.
- 3) Program funds and staff time available.

b. Application put on hold:

- 1) Application incomplete. If an application is determined to be incomplete, the applicant will have a maximum of 15 business days to provide the missing documentation. If this timeframe is not met the application will be rejected.
- 2) Lack of program funding.
- 3) Backlog of previous applications.

c. Application rejected:

- 1) Owner applicant over income.

- 2) Applicant not on title.
- 3) Condition of structure non-repairable within available resources.
- 4) Application eligibility requirements not met.

In the event that an application is rejected, the applicant will be informed in writing. The applicant may correct or exhibit a valid explanation of these disqualifications and resubmit the application. Upon resubmission, the application will be reevaluated. Further, an applicant whose loan application has been denied may, at their discretion, appeal such determination directly to the Housing Program Services Division Manager.

3. Verification:

Program staff verifies title, insurance, employment, income, assets, credit information and or any other verification necessary to determine eligibility of the applicant.

4. Property Appraisal:

Program Staff determines value of property by obtaining comparable sales information from real estate agents, certified appraisers or other methods it deems appropriate. If property is questionable in value, program staff will obtain a written appraisal of the property market value from a licensed appraiser.

In the event that an appraisal is required, an "as-is" appraisal will be secured by the Housing Finance Specialist to determine feasibility of rehabilitation and any cost of such appraisal shall be added to the borrower's loan. Should a loan not be granted, the cost of such "as-is" appraisal shall be repaid to the City by the applicant.

5. Application funding review:

The Housing Finance Specialist will recommend the maximum amount of loan funding which the applicant may receive to cover rehabilitation costs and still remain within the applicant's ability to pay. Evaluation of the applicant's complete file, will establish the limits of work to be accomplished and the limits and conditions of the loans. Final recommendation will be presented to the Housing Program Services Division Loan Committee.

6. Environmental site Inspection

Arrange for the City Housing Rehabilitation Specialist to inspect the property and prepare a Tank & Site inspection report which will identify any underground fuel tanks or close proximity to existing gas stations. This report is used for the environmental clearance required on each project.

7. Scope of Work and Cost Estimate:

After the application has been completed and approved, the Housing Rehabilitation Specialist will conduct a full inspection with the homeowner(s). At that time a preliminary drawing will be made which later will be used for a computer drawing. Once the full inspection and drawing are complete the Housing Rehabilitation Specialist will prepare a work write-up and cost estimate based on the property inspection. Once the plans have been approved the Housing Rehabilitation Specialist will conduct a Bid Tour using a list of preapproved licensed Contractors.

A work write-up and cost estimate will be compiled, based on the property inspection report. All rehabilitation work to be done on the property will be itemized, and an estimate of the cost of each item will be included. The cost estimate shall be reasonable and shall reflect actual costs prevailing in the Turlock area for comparable work. Each item on the work write up will be place in one of the following categories;

- A Mandatory repair items
- B Potential Hazard items
- C Neighborhood Upgrade items
- D General Property Improvements
- E Energy Saving items

This information is only used by Loan Committee as a general guideline of the repairs being made.

If the total estimated cost of the work exceeds the maximum amount of rehabilitation loan which the applicant could receive the Housing Rehabilitation Specialist shall eliminate or modify items in the work write-up as necessary to reduce estimate costs. However, items or work necessary to meet the minimum Rehabilitation Standards dealing with basic health and safety shall not be eliminated.

As soon as possible, the City shall consult with the prospective applicant on the changes made to the original work write-up and cost estimate. As a result of the consultation and agreement between the City and the applicant on the work to be done, the City shall prepare any additions or revisions to the work write-up and prepare a final cost estimate.

8. Pest inspection report

A pest inspection report will be ordered, as determined by the Housing Rehabilitation Specialist/Inspector. ~~if required by the Housing Rehabilitation Specialist.~~

9. Lead-Based Paint (LBP):

All properties built prior to 1978 and assisted under this Program are subject to the lead-based paint regulations at 24 CFR Part 35, effective Sept. 15, 2000 and as amended thereafter. Staff will assume that all properties built prior to 1978 contain lead based paint and will require a lead based paint clearance from a certified lead assessor upon completion of project.

10. Owner Construction Document Approval:

Program staff prepares construction documents consisting of Invitation to Bid, Bid Proposal, General Conditions, Specifications, and Work Estimate. Approval by owner authorizes program staff to issue invitations to bid.

11. Invitation to Bid:

Program staff solicits sealed bids from a current list of pre-qualified, licensed, insured general building contractors. Construction documents are made available to interested bidders at the job site walk-thru which is held for contractors in order to review the scope of work. All interested contractors or a company representative must attend a mandatory walk-thru in order to submit a bid. All bids must be turned in, at or prior to the date and time listed on the Invitation to Bid. Any bid submitted after the written deadline will not be accepted.

- 1) Based on work needed, housing staff may solicit bids in grouped project bids.
Ex: 3 households needing roof bids sent only to roofing companies for all 3 projects in bid.

12. Bid Opening and Selection of Contractor:

All bids received are publicly opened by program staff at the Housing Division office at the bid deadline. Upon review by program staff and owner, and verification of bidder's qualifications, the contract is awarded to the lowest responsible, and responsive bidder. ~~All eligible bids must be within ten percent (10%) either higher or lower of program staff's cost estimate.~~ In the event that a single bid is received the project will be sent out for re-bid. ~~In the event that all bids are not within the 10% Rehabilitation Specialist parameter, an average of all bids received will be used as the new Rehabilitation Specialists estimate. In the event the property owner does not want to move forward with the lowest responsible, responsive bid, the homeowner has 10 business days to submit, in writing, why they do not want to proceed with the lowest bidder. If the homeowner's reason for rejection of the lowest responsible, responsive bid is accepted by the Housing Program Manager, the next lowest responsible, and responsive bid will be chosen. If the Housing Program Manager rejects the homeowner's reason for rejection of the lowest responsible, responsive bid, the homeowner can either accept the lowest responsible, responsive bid or request that all bids be rejected and the project be put out for re-bid.~~

Should the borrower opt not to accept the first 2 lowest reasonable, responsive bids, the project will be put out for re-bid. Property owner will have thirty (30) days to accept the lowest reasonable bid. Project will be placed for re-bid only once.

When the original scope of work is changed by more than twenty percent (20%) of the total costs the project will be placed for re-bid.

13. Temporary Relocation:

Housing Finance Specialist will work with the borrower and Housing Rehabilitation Specialist to determine if the rehabilitation work will require temporary relocation of the occupants. A Temporary Relocation grant may be available to help cover relocation expenses to the Owner.

14. Program Staff Recommendation to Loan Committee:

Upon processing of the application, review of the scope of work and cost estimate, program staff will evaluate the project with respect to program criteria. A report containing the recommendation of program staff is presented to the Loan Committee.

15. Loan and or Grant Approval or Denial:

The City will complete loan processing and furnish applicant with a copy of the terms and conditions of the rehabilitation loan. The Housing Finance Specialist will furnish all paperwork, loan documentations and final recommendation to the Housing Rehabilitation Loan Committee for final loan approval. ~~Upon loan approval by the Housing Rehabilitation Loan Committee, a demand for full loan amount will be processed to the City's Finance Department and a check will be issued for deposit into borrower's escrow account.~~

Commented [JF3]: No longer use escrow accounts

16. Owner-Builder:

In certain instances program staff may determine that the property owner is a qualified licensed general contractor. See "Contractor Requirements" ~~in Section 3E on page 14.~~

The normal bid process will not be followed. Instead, the owner must agree to complete the work within the cost estimate prepared by program staff, with the exception that the owner-builder may not charge his/her personal labor costs to the project. Program staff will handle construction management.

The following conditions must be met for Owner-Builder projects

- a. The property owner-builder must be a licensed general contractor.
- b. The owner-builder must provide a current license, insurance information and other documentation normally required as part of the regular contractor qualification process.
- c. The owner-contractor must submit bid proposal(s) on program forms.
- d. Proposals from sub-contractors (if any) must be signed and submitted by owner-builder for review by program staff.
- e. Program staff will review bid proposal(s) for compliance with program regulations.
- f. The value of the owner-builder's labor may not be charged to the project, with one exception. The owner-builder may pay his or her employees reasonable wages or salaries and may include such payments in the cost of the project.
- g. If proposal is over 10% of program staff estimate, Owner builder and program staff will review basis for proposal. Final loan approval shall be made by Loan Committee.

- h. If no consensus for the total project costs can be reached, project must be released for competitive bid.
- i. Construction monitoring on owner-builder projects shall be performed by program staff in accordance with these Guidelines.
- j. Program staff has final authority regarding quality and acceptability of all work.

17. Loan Rehabilitation Contract Execution:

The City will prepare construction contract documents for applicant and obtain appropriate bids and proposals.

- a. Written Contract- The rehabilitation construction work financed through this program shall be undertaken only through a written contract between a licensed contractor and the borrower.
- b. Bid Obligation- A licensed contractor shall be obligated to honor his/her bid for a period of 90 days, or note otherwise on his/her bid.
- c. Work Write-Up -The work write-up is prepared by the City Housing Rehabilitation Specialist/~~Inspector~~ and shall be of sufficient detail to act as the contract specifications covering the specific rehabilitation work for each property. Illustrative sketches or drawings shall be prepared by the City Housing Rehabilitation Specialist when necessary to show the scope of the work involved so that a fair bid for the work can be obtained, and to avoid misunderstandings with the contractors. The work write-up shall clearly establish the nature of the work to be done, the material and equipment to be installed. Known acceptable brands shall be identified by reference to ~~manufacturer's~~ manufacturers or association specifications, and provision shall be made for acceptance of "or equal" substitution, determinations to be made by the City Housing Rehabilitation Specialist.
- d. Contract – The City shall prepare general conditions for use in all construction contracts for property rehabilitation. The construction contract between a licensed contractor and a borrower shall be signed by the contractor and accepted by the loan applicant following approval of the rehabilitation loan. It shall contain a bid and proposal and the general conditions as well as the specifications for the work to be performed.
- e. Execution - Program staff prepares all loan and contract documents for execution. Owner, Contractor, and City execute documents that are deposited into escrow with City instructions for recordation, issuance of title and other applicable actions.

18. Order to Proceed

Upon expiration of the property owner's right of rescission period (three business days, this excludes holidays and weekends), program staff issues an Order to Proceed to the contractor.

19. Construction Monitoring:

Work is monitored and inspected by the Housing Rehabilitation Specialist in coordination with HUD guidelines.

20. Permits

All rehabilitation projects will be subject to the contractor or owner-builder obtaining proper City permits from the Building Department. All permits need to be posted at the job site. Original job cards will be submitted with the 100% payment once the Building Department has signed off on the Final.

21. Servicing of funds

Funds approved by loan committee and -all documents necessary to secure the loan as established by escrow instructions have been assembled, recording instructions will be forwarded to the title company. The Title Company will inform the City when appropriate documents are recorded and such agency will issue title insurance, as per City's request. The City shall not disburse funds from the Rehabilitation Loan Account until the borrower's Right of Rescission has expired as required by law. Loan proceeds shall be used only to pay for costs of services and materials necessary to carry out the rehabilitation work for which the loan will be approved as per these policies.

Forgivable Loan will be serviced in house and will be monitored on an annual basis.

22. Payment for Work:

Program staff and borrowers authorize payments for work completed in a satisfactory manner. Checks for **progress** payments are made payable to the contractor.

Disbursements:

a. Owner-Contractor Method

- 1) **Progress-p**Payments shall be made as set forth in Construction Agreement between owner and contractor. Invoices will be submitted monthly for work completed. All requests for payments will require inspections by the Housing Rehabilitation Specialist and a detailed, itemized contractor invoice listing the items being submitted for payment. **Progress p**Payments shall not exceed 90 percent of the value of the work satisfactorily completed.
- 2) The final **progress** payment shall not be made until all work has been completed and accepted by the borrower, Housing Rehabilitation Specialist, inspected and finalized by the City of Turlock Building and Safety Division and all lien waivers have been obtained by Housing staff.
- 3) Final Payment of the 10% retention is authorized by program staff upon:
 - i. Completion of all work and punch list items by contractor.
 - ii. Receipt by program staff of material and equipment warranties.

- iii. Lien waivers received from all sub-contractors, employees, and material suppliers for the rehabilitation work.
- iv. Recording of the Notice of Completion by program staff.
- v. Expiration of a 35-day lien period.

b. Owner-Builder Method

- 1) ~~Progress~~ payments shall be made as set forth in the Construction Loan Agreement between owner and the City. Invoices will be submitted monthly for work completed. All requests for payments will require inspections by the Housing Rehabilitation Specialist and original receipts for installed materials being submitted for payment. ~~Progress~~ payments shall not exceed 90 percent of the value of the work satisfactorily completed.
- 2) The final ~~progress~~ payment shall not be made until all work has been completed and accepted by the Housing Rehabilitation Specialist inspected and finalized by the City of Turlock Building and Safety Division and all lien waivers have been obtained by Housing staff.
- 3) Final Payment of the 10% retention is authorized by program staff upon:
 - i. Completion of all work and punch list items by owner/sub-contractor(s).
 - ii. Lien waivers received from all sub-contractors, employees, and material suppliers for the rehabilitation work.
 - iii. Recording of the Notice of Completion by program staff.
 - iv. Expiration of a 35-day lien period.

c. Advances

The City shall advance funds as necessary for appraisal, preliminary title report and termite inspection report. When the loan is approved, the City shall be reimbursed from the proceeds of the loan. If the loan is withdrawn or not approved, the applicant will not be charged for monies advanced.

- d. Excess Funds; Upon completion of all rehabilitation work specified in the contract and upon charging the loan fund account with advances by the City, the balance of the account may be used, with the approval of the Housing Program Services Division Manager, for the purpose of making additional repairs not included in the contract documents but permissible by loan policy. If such additional repairs are not made, the balance shall be applied toward the ~~principle~~ principal loan balance.

23. Work Change Orders

Should ~~there be~~ any changes to the existing Work Write-Up, with or without any involvement of costs, a City Work Change Order form will be required. The change order will have to be approved and signed by the Owner, Contractor, Housing Finance Specialist and Housing Rehabilitation Specialist prior to any work being performed. In the event that work is completed without a signed authorized change order, the work may not be compensated.

24. Contract Disputes:

- a. If any dispute arises relating to the quality or quantity of materials or workmanship or anything pertaining to the work, the Borrower and Contractor shall attempt to settle the dispute between themselves without litigation by first discussing said dispute with the City of Turlock Housing Rehabilitation Specialist within five (5) business days of the dispute. In the event that the dispute remains unresolved, then the Borrower and Contractor shall appeal such dispute to the Housing Program Services Manager within five (5) business days of the above-referenced discussion with the Housing Rehabilitation Specialist. In the event that the dispute remains unresolved, then the Borrower and Contractor shall appeal such dispute to the Director of Development Services within five (5) business days of the above-referenced discussion. If the dispute is not resolved at this level, the parties may appeal such to the Turlock City Manager within five (5) business days.
- b. If the parties are unable to reach settlement through their appeal to the City Manager, then they are free to pursue all of their legal remedies as provided by California law.

25. Notice of Completion:

Program staff files a Notice of Completion with the County Recorder upon final completion of the work and receipt from contractor of finalized building permits.

26. Evaluation:

Contractor will be evaluated at the end of each project. Evaluation will be discussed with contractor providing him/her a list of job concerns and compliments.

98-C. Loan Committee

1. The Housing Program Services Loan Committee serves as the decision-making body for the program.
2. The Loan Committee will be convened to approve or deny by majority vote the following:
 - a. Loans and Grants.
 - b. Subordination requests: The Loan Committee shall have the authority to permit subordination of any program loan if the subordination would be consistent with the purpose of the original loan, and the after-rehabilitation equity meets the minimum requirements set forth in these Manual.
 - c. Repayment moratoriums.
 - d. Other applicable requests or actions.
 - e. Hardship Requests

3. The Loan Committee may impose such conditions as necessary or desirable to ensure that all aspects related to the rehabilitation project are consistent with these Guidelines, and to reduce to the extent feasible any risk associated with the project. For example, any existing private "blanket" loan that encumbers more than the parcel containing units participating in the City's rehabilitation program should be divided proportionately so that the amount of an existing private loan affecting the property is reduced.

98-D. Applicant ~~Waiting~~Interest List

Upon expenditure of all rehabilitation budget funds, an interest waiting list will be established. It will be based on a first come-first serve basis. No priority will be given to any applicants.

409. Loan Servicing

409-A. Overview

These loan servicing policies and procedures are intended to preserve the City's financial interest in properties purchasedassisted with funding through the Housing Rehabilitation Program.

409-B. Payment of Property Taxes and Insurance

1. Borrower must maintain property insurance coverage naming the City as loss payee when in first position or additional insured if the loan is a second mortgage. If borrower fails to maintain the necessary insurance, the City will contact the Borrower reminding them of the insurance requirement. The Borrower will have 30 days to provide proof of insurance. If verification of insurance is not received, the City may call the loan due.
2. If the Borrower fails to maintain required hazard insurance (including flood insurance if the property is located within a 100-year floodplain) the City may take out a "forced place" insurance policy to cover the property. City shall obtain a judgment for any amounts expended by City under this section, and shall record a judgment lien against the property. The City is currently not designated in a flood zone.
3. Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes, then the City may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan and may call the loan due.

409-C. Owner-Occupancy Verification

1. The Borrower shall be required to complete and submit an Annual Occupancy Certification. Such report shall include the following:
 - a. Evidence of Borrower's occupancy of the Property as Borrower's principal place of residence;

- b. Evidence of payment of property taxes and hazard insurance.
- c. Other information reasonably required by the City.

409-D. Tenant-Occupancy Verification

Rent limitations will be placed on each assisted unit ~~per 24 CFR 570.208(a)(3)~~ to ensure affordable rents. The maximum rent cannot exceed the High HOME rent limits as established by HUD based on the number of bedrooms per unit. When units become vacant during the affordability period, subsequent tenants must be income-eligible and must be charged the applicable rent. HUD High HOME rent limits can be found at the HUD Exchange website at <https://www.hudexchange.info/programs/home/home-rent-limits/> or contact housing staff for the limits.

1. The Owner shall be required to submit an Annual Tenant Occupancy Certification and documentation. Such report shall include the following:
 - a. Evidence of Tenant's income and occupancy of the Property. See "Income Eligibility and Verification" on page 17 for information.
 - b. Evidence of payment of property taxes and hazard insurance.
 - c. Other information reasonably required by the City.
2. Owner - Investor housing shall also be conditional on the following:
 - a. ~~Normal rental increases are permitted but cannot exceed HUD's Fair Market Rent Rates. Rent rates can be obtained by the Housing Program Services Division.~~
 - b. The grantee enters into and records an agreement whereby the occupancy and rental obligation continue throughout the loan term or until satisfied. Occupancy and rental obligations will be based on the funding source.
 - c. Rent limitations will be placed on each assisted unit per 24 CFR 570.208(a)(3) to ensure affordable rents. The maximum rent cannot exceed the High HOME rent limits as established by HUD based on the number of bedrooms per unit. When units become vacant during the affordability period, subsequent tenants must be income-eligible and must be charged the applicable rent. HUD High HOME rent limits can be found at the HUD Exchange website at <https://www.hudexchange.info/programs/home/home-rent-limits/> or contact housing staff for the limits.
 - d. See Affordability Requirements for additional conditions on rental units.

409-E. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

1. In all cases where there is a change in title or occupancy or use, the Borrower must notify the City in writing of any change. City and borrower will work together to ensure the property is kept in compliance with the original Housing Rehabilitation Program terms and conditions. These types of changes are typical when Borrowers do estate

planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction.

2. ~~If a C~~change ~~off~~from ownership occurs at a sale, the loan is not assumable and the loan balance is immediately due and payable in full.
3. If a transfer of the property occurs through inheritance, property can only be transferred to the spouse (as owner-occupant) or disabled dependent who must reside at the home as the primary residence. Any other transfer is not permissible and loan will be due in full. In the event that the heir is neither a spouse nor a disabled dependent, the heir will not be provided the opportunity to assume the loan. If the heir is a non-income eligible family, the balance of the loan is due and payable in full. If the heir intends to act as an owner-investor, the balance of the loan is due and payable in full. Other exceptions are subject to the review and approval of City council.
4. Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner occupied to rental, the loan is due in full.
5. Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the City allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

409-F. Subordination

1. If the Borrower wishes to refinance any superior loans, the Borrower must submit a Request for Subordination to the City. Subordinations will be granted only under the following conditions:
 - a. "No cash-out" allowed. Cash out means there are no additional charges on the transaction above existing loan balance. Escrow closing fees are permitted.
 - b. No third party debt pay-offs or additional encumbrance on the property above traditional refinance transaction costs.
 - c. ~~The refinancing L~~owers the families housing cost with a lower interest rate
 - d. Refinancing for a shorter term will be permitted as long as the increase in housing costs do not exceed allowable back and front-end ratios.
 - e. Total indebtedness secured by the property may not exceed the current market value of the property. In cases of economic crisis, the subordination request will be approved on a case-by-case basis.
2. The City Loan Committee will review and approve or deny the Request for Subordination and, if approved, the escrow company will provide the proper

subordination documentation, including a new Request for Notice of Default for the City, for execution and recordation by the Lender.

409-G. Demand/Pay-off

1. Upon receiving a Notice of Demand/Pay-off, City's Housing Program Services Division or their designated servicing agency, shall calculate the amount of principal and interest due, and transmit the payoff amount to the requesting party.
2. Upon receipt of all due principal and interest, City shall reconvey the mortgage deed of trust.

409-H. Request for Notice of Default

1. The City shall record a Request for Notice of Default for each lien senior to the City's mortgage.
 - a. This document requires any senior lien holder listed in the notice to notify the Citylender of initiation of a foreclosure action. The City will then have time to contact the Borrower and assist them in bringing the first loan current. The City can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved.

409-I. Foreclosure by Senior Lien Holder

1. Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; 4) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.
2. When a senior lien holder starts a foreclosure process and the City is notified via a Request for Notice of Default, the City, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. City must confer with Borrower to determine if, upon paying the senior lien holder current, the Borrower can provide future payments. If this is the case then the City may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note. This action will be submitted to the loan committee for review and approval.
3. If the City determines, based on information on the reinstatement amount and status of borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower. If the City does not have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property themselves. As long as there is sufficient value in the property, the City can afford to pay for the foreclosure process and pay off the senior lien holder and retain some or

all of their investment. This action will be submitted to the loan committee for review and approval.

4. If the City decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (3) to six (6) months from the date of recording of the "Notice of Default." If the City fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the City determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the City's lien may be eliminated due to insufficient sales proceeds.

409-J. Recapture Provision

1. The Recapture provision applies only to HOME ~~and CDBG~~ funds.
 - a. When a loan is refinanced or the property is sold or the Applicant is no longer the principal resident or upon discovery of willful misrepresentation or fraud in connection with the program the money from the Housing Rehabilitation Program loan is instantly repayable.
 - b. The seller is entitled to a fair rate of return on his or her investment, including any documented improvements to the property.
2. The affordability period for funds depends on the amount of the City HOME ~~and CDBG~~ investment in the property subject to recapture and the nature of the activity. If the HOME ~~and CDBG~~ assistance is over \$540,000, then the affordability period is 15 years. Payments and payoffs that meet the affordability requirements are returned as Program Income to the city. Payments and payoffs that do not meet the affordability requirements are returned as Recaptured funds to the city.
3. The City imposes recapture requirements to recapture the entire amount of the City HOME ~~and CDBG~~ investment from the homeowner, to ensure affordability. However, when the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, and there are no net proceeds or the net proceeds are insufficient to repay the City HOME ~~and CDBG~~ investment due, the city can only recapture the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than City HOME ~~and CDBG~~ funds) and any closing costs.
4. If the net proceeds are not sufficient to recapture the full City HOME ~~and CDBG~~ investment plus enable the homeowner to recover the amount of the homeowner's investment and any capital improvement investment made by the owner since purchase, the City will share the net proceeds. The net proceeds are the sales price minus loan repayment (other than City HOME ~~and CDBG~~ funds) and closing costs. The net proceeds will be divided proportionally as set forth in the following mathematical formulas.

City HOME ~~and CDBG~~ investment _____ X Net proceeds = City HOME ~~and CDBG~~ amount

(City HOME and CDBG investment + homeowner investment) to be recaptured

$$\frac{\text{Homeowner investment}}{(\text{City HOME and CDBG investment} + \text{homeowner investment})} \times \text{Net proceeds} = \text{amount to homeowner}$$

409-K. Foreclosure by City

1. Active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the City may consider foreclosure. City's staff will consider the following factors before initiating foreclosure:
 - a. Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
 - b. Can the Borrower refinance with a private lender and pay off the City?
 - c. Can the Borrower sell the property and pay off the City?
 - d. Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
 - e. Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?
2. If the balance is substantial and all of the above factors have been considered, the City may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the City to prevent foreclosure (such as, funds to bring a delinquent loan current or pay off a Deferred Payment Loan).
3. At the end of thirty days, the City will contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the City of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the City informed of the progress of the foreclosure proceedings.
4. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the City could sell the home themselves under a homebuyer program, use it for an affordable rental property, use it for transitional housing facility or other eligible use.
5. Foreclosures are subject to the review and approval of the City Council.

409-L. Use of Third Party Agent

Portions or all of the Housing Rehabilitation Program loan servicing shall be performed by City or, at City's option, shall be performed by a third party under contract with City.

409-M. First Mortgage Underwriting Requirements

1. The following Housing Rehabilitation Program requirements shall apply to all applicants prior to obtaining a Program Loan or grant.
 - a. First mortgage loans shall not include provisions for negative amortization, principal increases, adjustable rate mortgages (ARM), balloon payments, deferred interest, or reverse mortgages.
 - b. ~~Credit Worthiness Criteria~~

Commented [JF4]: This is covered in underwriting section.

~~For purposes of qualifying Borrowers credit worthiness criteria shall be:~~

~~1) No late payments 1 year from date of applying.~~

~~2) No outstanding judgments, collections or liens.~~

~~3) Bankruptcy must have been a minimum of three (3) years from date of discharge with no additional collections.~~

~~4) Foreclosure must have been a minimum of three (3) years from date of sale.~~

409-N. Cash-Out of Escrow

1. Borrowers may not receive cash out of escrow from any loan package containing City financing. Loan proceeds shall be used only to pay for costs of services and materials necessary to carry out the rehabilitation work for which the loan will be approved as per these policies.

409-O. Title Insurance

1. ALTA title insurance policy in the amount of the City loan will be required at Borrower's expense.

409-P. Hazard Insurance

1. Borrower must provide and maintain fire and flood (if the property is located in a 100-year floodplain) insurance in an amount at least equal to the replacement value of the improvements.
2. City must be named as an additional loss payee on the policy.
3. Course of construction insurance policy will be required upon beginning of rehab work.

110. Federal Regulatory Provisions

101-A. Conflict of Interest

In accordance with Federal and State regulations no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City who exercise or have exercised any functions or responsibilities with respect to CalHome, CDBG, HOME, or NSP assisted activities under this Program, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from this activity, or have a financial interest in any contract, subcontract, or agreement with respect to this activity, or with respect to the proceeds of the this activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

101-B. Fair Housing and Non-Discrimination

Implementation of the program will be consistent with the City's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with state and federal funds on the basis of religion or religious affiliation, age, race, color, creed, gender (sex), sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

The City shall comply will all Federal and State Laws and Regulations pertaining to fair housing and equal opportunity including but not limited to the following references.

- Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.) The provisions for HUD programs may be found in 24 CFR Part 1.
- Section 109 of the Housing and Community Development Act of 1974
- Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101). Regulations found at 24 CFR Part 146.
- Section 504 of the Rehabilitation Act of 1973
- Americans with Disability Act (ADA) (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225).
- Equal Employment Opportunity (Executive Order 11246, as amended) Implementing regulations may be found at 41 CFR Part 60.
- Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259). Regulations may be found in 24 CFR Part 107.
- Title VIII of the Civil Rights Act of 1968, As Amended by the Fair Housing Amendments Act of 1988 (The Fair Housing Act).

- Fair Housing Act (42 U.S.C. 3601-3620) Fair Housing Act implementing regulations for HUD programs may be found in 24 CFR Part 100-115.

104-C. Relocation of Displaced Tenants

It is not anticipated that the implementation of this Program will result in the displacement of any person, household or family. Every attempt will be made to avoid displacement in projects funded through this program. In the event displacement is unavoidable, it shall be subject to all applicable local, state, and federal laws, the federal Uniform Relocation Act, and all others as may apply.

104-D. Consistency

City Program regulations shall be consistent with and shall implement required regulations, and where different, due to changes or refinements made at the federal, state, or local levels or where questions arise which are not addressed by these policies.

104-E. Environmental Review

Environmental Review process will be completed as required by the applicable funding sources and regulations.

1. The environmental effects of activities carried out with ~~State and~~ Federal funds must be assessed in accordance with the provisions of the National Environmental Policy Act (NEPA).
2. The City shall conduct said environmental review in accordance with 24 CFR Part 58.

104-F Matching

Matching will follow the funding sources.

1. CDBG: No Matching requirements ~~apply to CDBG~~.
2. HOME: Matching is the commitment of non-federal funds to supplement HOME funds used to assist in the provision of affordable housing. HOME funding require a matching contribution of not less that 25 percent of the funds drawn from the City's HOME Investment Trust Fund Treasury account in the corresponding fiscal year, unless waived or reduced by HUD. Matching funds are calculated on a project-by-project basis and applied on a program-wide basis.
3. CalHome: No Matching requirements.
4. PLHA: No matching requirements.

104-G. Program Income and Reuse Account

1. CDBG, ~~and~~ HOME, ~~and~~ PLHA Program Income

- a. All repayments of loan principal and interest shall be received by City and deposited into a separate account maintained by City's Finance Department.
- b. The account shall be interest bearing into which all earned interest shall be deposited.
- c. All funds deposited into the account shall be the property of the City.
- d. A line item for reuse of funds will be inserted into City's fiscal year budget allocating and approving use of funds for eligible activities.
- e. All Program Income funds shall be expended in accordance with the regulations and the Agreement between the City and HUD or State.

2. CalHome Reuse Plan Account

The City has adopted this plan to govern the use of monies received as repayments of loan principal and/or loan interest resulting for activities funded under the State of California, CalHome Program. The City has formulated this document to comply with Article 2, Section 7724-Reuse Account requirements of the CalHome Program, Title 25 California Code of Regulations, Division 1, Chapter 7, Sub-Chapter 9, commencing with Section 7715.

- a. All repayments of CalHome loan principal and interest shall be received by City and deposited into a separate reuse account maintained by City's Finance Department.
- b. The reuse account shall be interest bearing into which all earned interest shall be deposited.
- c. All funds deposited into the reuse account shall be the property of the City and are to be used for CalHome eligible activities.
- d. A line item for reuse of CalHome funds will be inserted into City's fiscal year budget allocating and approving use of funds for CalHome eligible activities.
- e. All reuse funds shall be expended in accordance with the CalHome Regulations and the Standard and Monitoring Agreements between the City and the Department.
- f. City shall allow the Department full access to the reuse account records for the purpose of determining City's compliance with CalHome regulations.
- g. Target area restrictions are not applicable to reuse funds.
- h. Loan maximum subsidy limits will convert to Department program guidelines.

112. Exhibits

112-A. Rehab Specifications Manual “A Guide to Rehabilitation Standards”

112-B. Summary of General Program Guidelines

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Rehabilitation Specifications Manual

EXHIBIT C

“A Guide to Rehabilitation Standards”

See separate attachment

EXHIBIT B

Summary of General Program Guidelines

See specific sections for complete qualifications.

	Owner Occupied (Single Family, includes)	Owner Occupied (Owner-builder)	Owner-Investor/ Non-Profit (single/multi-family)	Mixed-Use (Owner and investor occupied)
Property Location (See Eligible Property Requirements on page 66)	City Limits of Turlock excluding county pockets <u>with the exception of HOME.</u>	City Limits of Turlock excluding county pockets <u>with the exception of HOME.</u>	City Limits of Turlock excluding county pockets <u>with the exception of HOME.</u>	City Limits of Turlock excluding county pockets <u>with the exception of HOME.</u>
Other Misc	Not Applicable	Owner must be a licensed General contractor	Not Applicable	Not Applicable
Occupancy Requirements See Rental Units under Terms & Conditions on page 2424	Owner occupied	Owner occupied	Occupied by income eligible tenants	Owner occupied and or occupied by income eligible tenants.
Rent limitations See Rental Units under Terms & Conditions on page 2424	Not Applicable	Not Applicable	Rent limitations based on funding source(s).	Rent limitations based on funding source(s).
Loan Funding Limits See Loan Funding Limits on page 1746	\$75,000 per unit. Reconstruction -\$120 per square foot <u>\$30,000 per unit for manufactured/mobile home</u>	\$75,000 per unit	\$75,000 per unit	\$75,000 per unit
Income eligibility Limits (by Households)	80% of MAI (owner)	80% of MAI (owner)	80% of MAI (tenant)	80% of MAI (tenant)
Interest See Terms & Conditions on page 2424	Amortized at 0% Deferred at 2%	Amortized at 0% Deferred at 2%	Amortized at 3% Deferred: N/A	Owner: Amortized at 0% Deferred: 2% Investor (rentals): Amortized at 3% Deferred: N/A
Terms See Terms & Conditions on page 2424	20 yrs	20 yrs	20 yrs	20 yrs
Forgivable Loan and Energy Efficiency Program Interest and Terms	Interest: 0% Term: 5 yrs	Interest: 0% Term: 5 yrs	Not Applicable	Owner occupied only: Interest: 0% Term: 5 yrs
Temporary Relocation Grant See Temporary Relocation Grant under Loan types and Grants on page 2149	Eligible for Maximum \$1,000 per unit	Eligible for Maximum \$1,000 per unit	Not Eligible	Not Eligible
Reverse Mortgage	Interest: 0% Term: 5 yrs	Interest: 0% Term: 5 yrs	Not Applicable	Owner occupied only: Interest: 0% Term: 5 yrs

